## **Townhouses of Harbor Beach COA**

### **PURCHASE/RENTAL INFORMATION INSTRUCTIONS:**

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

#### **Townhouses of Harbor Beach COA**

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.
Acknowledgement of "Welcome" Letter and Rules & Regulations.
* 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 <a href="mailto:applications@alliedpmg.com">applications@alliedpmg.com</a> including the following subject line (TOH/Applicants Last Lane-Property address) in your email (s).
Applicant(s) Email: Email:
Agent(s) Email: Email:



PROPERTY ADDRESS: \_\_\_\_\_

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			Current Rent:
			Zip How Long:
Landlord:	Ph:	Reason for Movin	g:
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-	_		Landlord:
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			Income:
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Cellular:	Work:	Email:	
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Cellular: Driver's License Numb Current Address: Landlord:	Work: per: Ph:	Email: State: City,State Reason for Moving	Current Rent: z <sub>ip</sub> How Long: g:
Cellular: Driver's License Numb Current Address: Landlord: Previous Residence 1:	Work: per: Ph:	Email: State: City,State Reason for Moving	Current Rent: zip How Long: g:
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Name	NTS THAT WILL	RESIDE WITH YOU  DOB	Relationship	)
Pets				
Type:	Breed:	Weight:	Age:	_
Туре:	Breed:	Weight:	Age:	_
Vehicles to be Pa	rked at Residend	r <b>e</b>		
Vehicle #1: Make:		Model:	Tag#:	Yr:
Vehicle #2: Make:		Model:	Tag#:	Yr:
References (Not Re	lated)			
Name:		Address:		
Relationship:		Phone:		
Name:		Address:		
Relationship:		Phone:		
Has any applicant	ever been:   Evict	ed □ Lost part/all se	curity deposit □ Had	lease terminated
Give detail:				
Emergency Conta				
Name:		Address:		
Relationship:		Phone:		
I (we) fully authorize an intermediate Management Group, Inc., may be used in such invest action or claim by me in confidence. Management, Inc., its print I (we) understand that shot subject to having my (our)  Notice: Unless agr	vestigation, if necessary its principals, managers stigation and Allied Proportion with the use of cipals, managers or age ould the landlord enter in lease terminated at the reed otherwise in version in the second strains of the second strain	erty Management Group, Inc., in the information contained here nts. To a lease with me (us), and I had landlord's option, and have my	given. Accordingly, I specifical gation and agree that the informs principals, manager or agent in or any investigation conductave provided false information (our) full security deposit forfermains on the market upper security of the market upper s	ally authorize Allied Property mation contained in this application ts shall be held harmless from any ted by the Allied Property  on this application, I (we) will be ited as compensation for damages. Intil a lease is signed and
Signature of Applic	ant	Signature of Ap	oplicant	
Date Signed		Date Signed	_	



#### APPLICANT AUTHORIZATION AND CONSENT FOR RELEASE OF INFORMATION

This release and authorization acknowledges that <u>Allied Property Management Group, Inc.</u>, 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 criminalhistory 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 <u>Allied Property Management Group, Inc.</u>, 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.

<u>I/We have read and understand this release and consent, and I authorize the background verification.</u> Iauthorize persons, schools, current and former employers, current and former landlords and other organizations 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 <a href="https://www.activescreening.com">www.activescreening.com</a>.

#### **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:below:	Last Four Digits of SSN:	If No US SS# fill out
FOREIGN CITY/PROVIDENCE/COUNTRY OF BIRTH: _	PA	SSPORT #
Co- Applicant Signature:	Date:	
Print Name:below:	Last Four Digits of SSN:	If No US SS# fill out
FOREIGN CITY/PROVIDENCE/COUNTRY OF BIRTH:	PA	SSPORT #
Co- Applicant Signature:	Date:	
Print Name:below:	Last Four Digits of SSN:	If No US SS# fill out
FOREIGN CITY/PROVIDENCE/COUNTRY OF BIRTH:	PA	SSPORT#

#### Townhouses of Harbor Beach Condominium Association, Inc. Emotional Support Animal Policy/Rules

In recognition of the needs of our owners, Townhouses of Harbor Beach will allow one (1) Emotional Support Animal for residents upon written application and compliance with the following guidelines. The purpose of these guidelines is to prevent abuse by Unit Owners that do not have a qualified legitimate medical need for an emotional support animal and to ensure that Unit Owners who have a legitimate need for an emotional support animal are permitted to live with their emotional support animal.

- 1. An Emotional Support Animal is limited to an animal that has had all necessary shots as documented by an appropriate Veterinarian's Certificate (to be submitted with the application attached).
- 2. Except for walks and trips outside the Condominium, the Emotional Support Animal must be kept within the Owner's unit at all times. When outside the Unit and within the interior of the Building, the Emotional Support Animal must be carried or carted, and when outside the Building, on an appropriate leash.
- 3. Owners must have a documented mental health-related disability to house an Emotional Support Animal. Each Unit Owner must submit a written statement from an unrelated licensed mental health professional that is providing care to the Unit Owner. The individual writing the letter should clearly indicate what type of mental health care professional they are (physician, psychiatrist, psychologist, clinical social worker, et cetera). The letter should be written on the provider's letterhead and should state the provider's qualifications to support the diagnosis.
- 4. The provider's letter must state that the presence of the Emotional Support Animal in the Owner's Unit is MEDICALLY NECESSARY to alleviate one or more of the identified symptoms of an existing disability.
- 5. Each Unit Owner understands and acknowledges that the reasonable accommodation for allowing the Emotional Support Animal expires when the Unit Owner is no longer residing in the Unit for any reason and the Emotional Support Animal must be removed at such time.
- 6. That the allowance for the Emotional Support Animal is conditioned upon and may be terminated if the Emotional Support Animal causes substantial physical damage or nuisance to the Condominium Property or to other unit owners, unless the cause can be eliminated or significantly reduced by a reasonable accommodation, at the sole expense of the Unit Owner; (2) poses an undue financial and administrative burden to the Association or other unit owners, unless such expense is paid solely by the Unit Owner; or (3) fundamentally alters the nature of the Association's operations. By way of example only, should any Emotional Support Animal shed or deposit odor or waste that is not properly cleaned and removed by the Unit Owner, such cleaning and removal by the Association shall be at the sole expense of the Unit Owner.
- 7. An Emotional Support Animal may only utilize specifically designated areas for waste elimination, if adopted, at the Condominium and all waste must be removed

immediately after elimination by the Emotional Support Animal. All waste must be removed in an appropriate container so as to not contaminate any trash facilities at the Condominium.

- **8.** A voluntary community SA screening committee will review the suitability of the SA and the ability of the occupant to keep the SA, and forward its recommendations to the board of directors so that the board can be alerted to potential problems and discuss them with the prospective occupant.
- 9. The screening committee membership shall consist of at least two owners of THB condominium units but not more than three members. The screening committee will consult with members of the animal community on an as needed basis to determine the legitimacy and suitability of any SA application.
  - 10. The animal community is defined as veterinarians, animal trainers, animal behavior specialists, humane society personnel.
  - 11. The SA waste area will be the street swale area that runs along South Ocean Dr. on the north side of the THB property.
- 12. SA owners whose animal waste is determined thru genetic testing to be left for others to clean up on association property will be subject to a \$50.00 fine.
- 13. SA owners whose animals waste is determined thru genetic testing to be left for others to clean up on association property a <u>second time</u> will be subject to a \$75.00 fine.
- 14. SA owners whose animals waste is determined thru genetic testing to be left for others to clean up on association property for a <u>third time</u> will be subject to a <u>\$100.00</u> fine and permanent banishment of the pet from the association.

The undersigned Unit Owner/Proposed Purchaser acknowledges and agrees to the foregoing Policy/Rules as of the date set forth below.

Date:	_, 2014
Print Name:	
Signature:	
Print Name:	
Signature:	
Unit No	
Unit No.:	

t:\mjp\townhouses of harbor beach\emotional support animals policy 2014.docx

## **Application for Emotional Support Animal Exemption**

Unit Owner/Purchaser	
Name(s):	
Unit Owner/Purchaser Address:	
Phone:	
Name of Emotional Support Animal:	
Breed:	
Weight:	_
Date Acquired:	_ Place of Acquisition:
Mental Health Professional Name:	
Address:	
Phone Number:	
License Number:	
The Emotional Support Anima	al provides the following emotional support/alleviate
one or more of the identified symp	toms of an existing disability to the undersigned
Support Animal, and I fu	lisability that requires an Emotional arther agree to be bound by the terms wnhouses of Harbor Beach Emotional ules
Date:, 2014	
	 Unit Owner/Purchaser's Signature
Documents Attached: A. Letter from Mental Health Profess	Unit Owner/Purchaser's Signature

- B. Vet Certificate regarding immunizations C. Association Non-refundable Pet Deposit Fee of \$500.00

## Approval

<u>*</u>	ded and the statement set forth above, the imal is hereby [] granted or [] denied.
	Townhouses of Harbor Beach Condominium Association, Inc.
	By:

# Townhouses of Harbor Beach 1800 S. Ocean Drive

### Fort Lauderdale FL, 33316

Please be advised: In All purchase/lease agreements the following rules regarding barbecue grills will apply:

- 1) All grills are to be used at least 10 feet from the building at grade level.
- 2) All grills must be removed from decks or balconies.
- 3) Portable charcoal grill usage is prohibited. Maintain this policy by sending notice to all tenants to avoid this potential hazard. Remove any <u>charcoal</u> grills currently on decks/balconies.

Signature			
Date:			

Instr# 115488599 , Page 1 of 9, Recorded 12/07/2018 at 12:25 PM Broward County Commission

Return to Len Wilder, Esq. Bakalar & Associates P.A. 12472 W. Atlantic Blvd.

Coral Springs, FL 33071

**CORPORATE RESOLUTION** 

WHEREAS Townhouses of Harbor Beach Condominium Association, Inc.,

("Association") is a condominium association governed pursuant to its Declaration of

Condominium ("Declaration) as recorded in OR Book 8160 at Page 01 of the public

records of Broward County, Florida, and

WHEREAS Association consists of a Board of Directors; and

WHEREAS Article III of the Articles of Incorporation and Section 5(J)(iv) of the

Bylaws gives the gives the Association, by and through it Board of Directors, the right to

pass and implement reasonable rules and regulations; and

WHEREAS, the Board of Directors, after careful consideration, felt it was necessary

to amend the January 1988 rules and regulations to further and better regulate the use and

protection of the common areas, establish more functional parameters for parking and to

make grammatical changes throughout to better clarify the intent of the January 1988

rules; and

WHEREAS, the Board of Directors reviewed and edited the rules as reflected on the

Draft Copy attached hereto as Exhibit A; and

WITNESSETH:

NOW THEREFORE, let it be resolved that at a duly called meeting of the Board of

Directors on November 20, 2018, in which at least forty-eight (48) hours written notice was

posted within the Association, the attached amended rules and regulations (Exhibit B)

Initials	Initials

were finalized and passed by a majority vote of the Board of Directors at a board meeting in which quorum was attained.

LET IT FURTHER BE RESOLVED that these amended rules shall be recorded and shall take effect upon recording unless otherwise prescribed by the Declaration or Bylaws.

LET IT ALSO BE RESOLVED that a recorded copy of said rules are mailed or hand delivered to all owners within the Association.

By: TOWNHOUSES OF HARBOR BEACH CONDOMINIUM ASSOCIATION, INC.

Joseph Stepenovitch, President	12/6/18 Date
Charles Riley To Secretary	/2/4//8 Date

**Affix Corporate Seal Here:** 

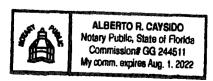
State of Florida County of Broward

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Joseph Stepenovitch, president and Charles Riley, III secretary of Townhouses of Harbo Beach Condominium Association, Inc. who are personally known to me or who produced FUKIDA DIVING CONTROL and who executed the foregoing instrument and did not take an oath.

My Commission Expires 08/01/2012

Notary Public

Filteonands file Document Amendments-Various Clients Certificate of Amendment Townhomes of Harbor Beach upd



Initials	Initials

#### AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

#### TOWNHOUSES OF HARBOR BEACH CONDOMINIUM

HARBOR BEACH CORPORATION, a Florida Corporation, hereinafter referred to as the "Developer", did file a Declaration of Condominium for "TOWNHOUSES OF HARBOR BEACH CONDOMINIUM", said Declaration duly recorded on April 18, 1979, commencing at Official Record Book 8160, Page 1 of the Official Records of Broward County, and

WHEREAS, pursuant to Paragraph 15.3 of the original Declaration referred to above, the Developer desires to amend said Declaration, it is agreed as follows:

- 1. Exhibit "A", Page 1 to the Original Declaration of Condominium referred to above, be and is hereby amended, and in lieu thereof, Exhibit "A", Page 1, attached hereto is made a part of said Declaration of Condominium.
- 2. Paragraph 4.2-B. Driveways., be and is hereby amended to read as follows:
  - Driveways, Parking Spaces and Boat Docks. All owners shall be assigned Parking Spaces and boat docks for their particular unit and shall be entitled to the exclusive use and possession of said parking space and boat docks, but the parking space and boat docks shall be maintained as a common expense of the Condominium. The parking space and boat dock assigned to each unit will be considered to be a limited common element."

IN WITNESS WHEREOF, HARBOR BEACH CORPORATION, the Developer herein, has caused these presents to be signed this day of Lugart \_\_\_\_, 1979.

Signed,, sealed and delivered in the presence of:

HARBOR BEACH CORPORATION

STATE OF FLORIDA

PHILIP R. CONNOR President

COUNTY OF BROWARD

S

I hereby Certify that on this decorporation, as President of HARBOR BEACH CORPORATION, a Florida corporation, who first by me being duly sworn, deposes and says that he is the President of Harbor Beach Corporation, and who acknowledged to me that he executed the foregoing Amendment to Declaration of Condominium as his free and voluntary act and deed and for the uses and purposes therein expressed and on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year above written. 1

CONTRACTOR OF FLORIDA OF LARGE CONDED THRU GEHERAL INCURANCE UNDERWRIT

....Initials ...... Initials

WATSON HUBERT & DAVIS
P. O. BOX 1555
FORT LETTERBALL FLO. LTA 3358

# RULES AND REGULATIONS FOR THE TOWNHOUSES OF HARBOR BEACH CONDOMINIUM

#### **General Provisions**

- 1. The exterior of the Townhouses and all other areas appurtenant to a Townhouse shall not be painted, decorated, or modified by any owner in any manner without prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association.
- 2. No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devises shall be used in or about the Townhouse except as shall have been approved in writing by the Association, nor shall anything be projected out of any window in the Townhouse without similar approval.
- 3. No sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the Townhouses.
- 4. No article shall be hung or shaken from the doors or windows or placed on the outside window sills of the Townhouses.
- 5. The owners shall not be allowed to put their names on any entry of the Townhouses or on mail receptacles appurtenant thereto, except in the proper places and in the manner prescribed by the Association for such purpose.
- 6. Owners or occupants shall not make or permit any <u>noise</u> that will disturb or annoy the occupants of any of the Townhouses or do or permit anything to be done which will interfere with the rights, comfort or convenience of other owners or occupants.
- 7. NO dogs, cats, birds, animals or pets of any kind, nature or description shall be kept or allowed in the Townhouses at any time. Guests may not bring pets to the Townhouses. (See Rules and Regulation Emotional Support Animal)
- 8. No firearms, BB guns or weapons shall not be displayed or discharged, nor shall any fireworks be used on Townhouse property.
- 9. All <u>refuse</u> shall be placed first in plastic bags with ties, and then deposited with care in the trash container intended for such purpose. Raw garbage should not be put in the dumpster or trash chute. Please use the garbage disposal for that purpose. All large cartons should be flattened before disposal. All refuse must be taken to the dumpster immediately DO NOT leave it outside in the front door area.
- 10. Bicycles must be kept in the bicycle storage room or in the owner's unit. No bicycle is to be left in the lobby or storage room.
- 11. Bike riding, roller skating, skateboard riding, or ball playing is prohibited in the parking lots, docks or other public areas.

Exhibit:	A
Initials	Initials

- 12. It is the resident's responsibility to purchase their own for grocery carts. Please make sure the carts are plastic, cloth or any material that will not scratch the doors or elevator. All grocery carts must be stored inside the owner's unit when not in use.
- 13. The Association must retain a <u>passkey</u> for each Townhouse. NO owner shall alter any lock or install a new lock on any door leading into the Townhouse of such owner without prior consent of the Association. The owner shall then provide the Association with a key for the use of the Association.

Parking Provisions (The THB Definition of a Multi-Vehicle Family is two Vehicles per unit.) Owners and Tenants are in need to one (1) additional space all other vehicles will be considered a Guest vehicle and subject to the rules below). Parking rules and regulations will be strictly enforced by the property manager and during times of vehicle congestion the property manager will have permission to enforce the parking rules below.

#### **Parking**

- 14. Owners and tenants shall park their vehicles only in the numbered parking space assigned to their unit for their personal use unless permission is given by another owner to use his/her parking space. Any visitor, owner or resident parking in an another owner's assigned space without prior permission from that other owner may be towed without further notice out at their sole visitor's expense without notice. Parking is allowed only in the designated and lined spaces. Vehicles parked on the grass shall be subject to being towed without further notice.
- 15. All cars to be parked in assigned spots, guest/visitor's lot by an owner or occupant of the Townhouses must be registered (make and license number) with the Property Manager. If an owner has more than the one car, he or she they must petition the Board Association for permission to park up to one additional car a maximum of ONE car (i.e. The Second Car) in the visitor's lot. There is no guarantee that space will be available or that permission will be obtained. Said car must be currently registered licensed and in constant routine use and not just to be stored or left in the parking lot. Since there are only fifteen (15) available parking spaces in the visitor's lot to service twenty-seven (27) units, there is no guarantee that an open space will always be available. Parking is allowed only in the designated and lined spaces. "Guest" parking for visitors (not those living in the condominium) must be identified by an approved card on the dashboard and is limited to occasional use only. If there are too many guests, a limit will be enforced. For purposes of this rule, guests are individuals not living residing at THB. Absent permission from the Association, any guest that is parked in the guest lot more than 48 hours must make alternate other parking accommodations or risk having their car towed, have to be made or their car will be towed at the owner's expense.
- 16. All vehicles belonging to owners, members of the owner's family, guests, tenants or employees must be parked in such a manner as to not impede or prevent easy access to another's parking space. A vehicle that cannot be operated with its own power shall not be left in the parking lot for more than forty-eight (48) hours. No vehicle repairs of vehicles shall be made on Condominium property. NO RV is to be parked on the Condo premises for more than forty-eight (48) hours without written consent from the Board for a longer period.

Initials	Initials

- 17. A Trailer parking likewise is limited to no more than forty-eight (48) hours. The trailer and both must fit into a normal parking space with allowance for doors of the RV and adjacent vehicles. These forty-eight (48) hours are not repetitive and any violation will result in the NO-PARKING of the RV or trailer on the Townhouse premises at any time. Any trailer parked for more than forty-eight (48) hours may be subject to towing.
- 18. Keys for automobiles left on the premises while the owner is not in residence may be left with the Association or <u>made make</u> accessible in the case of an emergency or for parking lot maintenance. The Association accepts no responsibility for vehicles left on the premises or moved in any emergency or for lot maintenance.
- 19. It is a violation of this policy for any person other than the unit owner to make use of the assigned parking spaces without the consent of the unit owner to which the parking space is assigned. THB Board is asking if any Assigned Unit Owner is leaving THB for an extended period of time and NOT leaving their car in their assigned space please reach out to a second car owner in guest parking to use your assigned space during that time period. Vehicles parked contrary to the rules set forth herein shall be subject to being towed without further notice.
- 20. When a unit owner is leaving THB for an extended period of time and not taking their car with them the car must remain in their assigned space and NOT moved to Guest/Delivery spaces or otherwise it will be towed at the unit owner's expense after 24 hours. The guest parking lot is for second car/guest only.
- 21. Parking on the grass will not be tolerated. If a car is parked on the grass it will be immediately towed at the expense of the owner of the vehicle.

## Tenants, House Keys, Contractors, Construction in a unit Moving in/out, Deliveries of new/old Appliances and furniture, rugs/tile and a/c units

- 20. When moving in or out; conducting construction, renovation or remodeling work on a unit; and/or taking delivery or removing large appliances and furniture, THB requires now has a refundable deposit fee of \$500.00 for damage to the lobbies, lobby doors and walkway tile. This collection and refund of the deposit will be administered by the property management company. Please be sure to schedule a pre-move in inspection with the property manager and a post move in inspection.
- 21. If a unit owner's roof a/c unit needs to be replaced it must be brought to the roof by a CRANE. All contractors who need access to the roof must submit current proof of liability insurance, current workman's comp insurance and a current valid business license. This The contractor cannot work or access the roof until they are approved must be approved by the property management company Association.
- 22. The agents of the Association and any contractor or workman authorized by the Association may enter any Townhouse at any reasonable hour of the day for any purpose permitted under the terms of the Declaration of Condominium, By-Laws or Article of Incorporation of the Association. Except in the case of emergency or routine maintenance in the owner's absence,

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- entry will be made by prearrangement with the owner or tenant. (see Rules and Regulations for Contractors)
- 23. An absentee owner who is allowing their unit to be occupied by guests sending-guests-to his/her-Townhouse-must notify the Association, in writing, in advance, stating the guest (s) name (s), date of arrival, date of departure and the number in the party. The owner must give the guest (s) a copy of the "Rules and Regulations" and make sure they adhere to the same.
- 24. Potential tenants must be screened by the Board before occupancy (as called for in our Condominium documents). It is the owner's responsibility to insure tenant's compliance of the "Rules and Regulations" of the Townhouse. When the original rental lease expires, the Board must approve a renewal lease or an extension of the lease. Copy of documents must be submitted to the Board.
- 25. The Association will provide owners, tenants, or guests with a copy of the current "Rules and Regulations" upon request.
- 26. Any consent or approval given under these "Rules and Regulations" by the Association may be revocable at any time.
- 27. All suggestions and complaints must be presented in writing to the Association.
- 28. No tables, chairs, plants, clothes racks, bikes, sporting equipment, shopping carts are allowed to be displayed on the first-floor walkway or the 4<sup>th</sup> floor balcony. Tables and chairs are allowed for special events but must be removed when the event is over.
- 29. It is the responsibility of the unit owner to make sure that the walls of the elevator are protected with moving pads when receiving major deliveries or transporting construction equipment or construction material.

Forwarded for Recording
Broward County Records
February 1988

As amended January 1988

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#### RULES AND REGULATIONS FOR THE TOWNHOUSES OF HARBOR BEACH CONDOMINIUM

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- 1. The exterior of the Townhouses and all other areas appurtenant to a Townhouse shall not be painted, decorated, or modified by any owner in any manner without prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association.
- 2. No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devises shall be used in or about the Townhouse except as shall have been approved in writing by the Association, nor shall anything be projected out of any window in the Townhouse without similar approval.
- 3. No sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the Townhouses.
- 4. No article shall be hung or shaken from the doors or windows or placed on the outside window sills of the Townhouses.
- 5. The owners shall not be allowed to put their <u>names</u> on any entry of the Townhouses or on mail receptacles appurtenant thereto, except in the proper places and in the <u>manner</u> prescribed by the Association for such purpose.
- 6. Owners or occupants shall not make or permit any <u>noise</u> that will disturb or annoy the occupants of any of the Townhouses or do or permit anything to be done which will interfere with the rights, comfort or convenience of other owners or occupants.
- 7. No dogs, cats, birds, animals or pets of any kind, nature or description shall be kept or allowed in the Townhouses at any time. Guests may not bring pets to the Townhouses.
- 8. No firearms, BB guns or weapons shall not be displayed or discharged, nor shall any fireworks be used on Townhouse property.
- 9. All refuse shall be placed first in plastic bags with ties, and then deposited with care in the trash container intended for such purpose. Raw garbage should not be put in the dumpster or trash chute. Please use the garbage disposal for that purpose. All large cartons should be flattened before disposal. All refuse must be taken to the dumpster immediately. DO NOT leave it outside in the front door area.
- 10. Bicycles must be kept in the bicycle storage room or in the owner's unit. No bicycle is to be left in the lobby or storage room.
- 11. Bike riding, roller skating, skateboard riding, or ball playing is prohibited in the parking lots, docks or other public areas.

	Exhibit:	<u>B</u>
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- 12. It is the resident's responsibility to purchase their own for grocery carts. Please make sure the carts are plastic, cloth or any material that will <u>not</u> scratch the doors or elevator. All grocery carts must be stored inside the owner's unit when not in use.
- 13. The Association must retain a pass key for each Townhouse. NO owner shall alter any lock or install a new lock on any door leading into the Townhouse of such owner without prior consent of the Association. The owner shall then provide the Association with a key for the use of the Association.

#### **Parking**

- 14. Owners and tenants shall park their vehicle only in the numbered parking space assigned to their unit for their personal use unless permission is given by another owner to use his/her parking space. Any visitor, owner or resident parking in an another owner's assigned space without prior permission from that other owner may be towed without further notice at their sole expense. Parking is allowed only in the designated and lined spaces. Vehicles parked on the grass shall be subject to being towed without further notice.
- 15. All cars to be parked in assigned spots, guest/visitor's lot by an owner or occupant of the Townhouses must be registered (make and license number) with the Property Manager. If an owner has more than one car, he or she must petition the Association for permission to park up to one additional car in the visitor's lot. There is no guarantee that space will be available or that permission will be obtained. Said car must be currently registered and in routine use and not just stored or left in the parking lot. Guest parking for visitors (not those living in the condominium) must be identified by an approved card on the dashboard and is limited to occasional use only. If there are too many guests, a limit will be enforced. For purposes of this rule, guests are individuals not residing at THB. Absent permission from the Association, any guest that is parked in the guest lot for more than 48 hours must make alternate parking accommodations or risk having their car towed.
- 16. All vehicles must be parked in such a manner as to not impede or prevent easy access to another's parking space. A vehicle that cannot be operated with its own power shall not be left in the parking lot for more than forty-eight (48) hours. No vehicle repairs shall be made on Condominium property. NO RV is to be parked on the Condo premises for more than forty-eight (48) hours without written consent from the Board for a longer period.
- 17. Trailer parking is limited to no more than forty-eight (48) hours. The trailer fit into a normal parking space with allowance for doors of the RV and adjacent vehicles. Any trailer parked for more than forty-eight (48) hours may be subject to towing.
- 18. Keys for automobiles left on the premises while the owner is not in residence may be left with the Association or made accessible in the case of an emergency or for parking lot maintenance. The Association accepts no responsibility for vehicles left on the premises or moved in any emergency or for lot maintenance.
- 19. Vehicles parked contrary to the rules set forth herein shall be subject to being towed without further notice.

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## Tenants, House Keys, Contractors, Construction in a unit Moving in/out, Deliveries of new/old Appliances and furniture, rugs/tile and a/c units

- 20. When moving in or out; conducting construction, renovation or remodeling work on a unit; and/or taking delivery or removing large appliances and furniture, THB requires a refundable deposit of \$500.00 for damage to the lobbies, lobby doors and walkway tile. This collection and refund of the deposit will be administered by the property management company. Please be sure to schedule a pre-move in inspection with the property manager and a post move in inspection.
- 21. If a unit owner's roof a/c unit needs to be replaced it must be brought to the roof by a CRANE. All contractors who need access to the roof must submit current proof of liability insurance, current workman's compensation insurance and a current valid business license. The contractor cannot work on or access the roof until they are approved by the Association.
- 22. The agents of the Association and any contractor or workman authorized by the Association may enter any Townhouse at any reasonable hour of the day for any purpose permitted under the terms of the Declaration of Condominium, By-Laws or Article of Incorporation of the Association. Except in the case of emergency or routine maintenance in the owner's absence, entry will be made by prearrangement with the owner or tenant. (see Rules and Regulations for Contractors)
- 23 An absentee owner who is allowing their unit to be occupied by guests must notify the Association, in writing, in advance, stating the guest (s) name (s), date of arrival, date of departure and the number in the party. The owner must give the guest (s) a copy of the "Rules and Regulations" and make sure they adhere to the same.
- 24. Potential tenants must be screened by the Board before occupancy (as called for in our Condominium documents). It is the owner's responsibility to insure tenant's compliance of the "Rules and Regulations" of the Townhouse. When the original rental lease expires, the Board must approve a renewal lease or an extension of the lease. Copy of documents must be submitted to the Board.
- 25. The Association will provide owners, tenants, or guests with a copy of the current "Rules and Regulations" upon request.
- 26. Any consent or approval given under these "Rules and Regulations" by the Association may be revocable at any time.
- 27. All suggestions and complaints must be presented in writing to the Association.
- 28. No tables, chairs, plants, clothes racks, bikes, sporting equipment, shopping carts are allowed to be displayed on the first-floor walkway or the 4<sup>th</sup> floor walkway. Tables and chairs are allowed for special events but must be removed when the event is over.
- 29. It is the responsibility of the unit owner to make sure that the walls of the elevator are protected with moving pads when receiving major deliveries or transporting construction equipment or construction material.

Revised 11-20-18

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