

Garden Lakes HOA Inc.
11511 Garden Lakes Circle
Palm Beach Gardens, FL 33418
Tel: (561) 622-9199 Fax: (561) 691-2075
Email: gardenlakes2005@bellsouth.net
Website: seabreezecms.com

Sale and Rental Information – (last updated 09/15)

Dear Prospective Purchaser/Tenant:

Thank you for your interest in our community. To assist you with your upcoming transaction, please read the following requirements. Reading, agreeing to and providing the requested items will help speed up the process and ensure a smooth transition. Incomplete applications will be returned "Unapproved".

Sale & Lease:

- ___ 1. Are all the forms completed in full and properly executed? This includes Exhibit "A" Consent & Acknowledgment of New Resident(s), Resident Information Form, Permit Sticker Form and Rule and Regulations signed and dated by each resident.
- ___ 2. Enclose copy of lease signed by both parties, with start and end date of the lease and the names of all adults on the lease. Or, for sale, copy of sales contract. For Sales contract, only the 1st page is required, listing all purchasers' names.
- ___ 3. \$100.00 application fee payable to "Garden Lakes HOA, Inc." This Application fee is Non-Refundable. **NO PERSONAL CHECKS ACCEPTED. CASH, MONEY ORDER OR BANKERS DRAFT ONLY.**
- ___ 4. Once the above is completed, contact the office to set up the welcome meeting. Upon completion of the welcome meeting you will be provided with the Certificate of Approval.

Sale only:

- ___ 5. FYI – Buyers who will be new landlords, please provide us with your mailing address and phone number.
- ___ 6. Provide your mortgage and title company with the numbers above in order to contact the management office for completion of any PUD forms and estoppel requests.
- ___ 7. Florida Statutes requires the Seller to provide a full set of HOA documents to the Buyer prior to closing to permit the Buyer time to review the documents.
- ___ 8. Sale For a re-sale your mortgage company will require a Certificate of Insurance. Your mortgage company **MUST CONTACT** our insurance company to obtain this certificate. The Agent is called Mack, Mack & Waltz, 1211 S. Military Trail, Suite 100, Deerfield Beach, FL 33442. Phone (954) 640-6225

C:\Documents and Settings\Garden Lakes\My Documents\Sales and Rental Info.doc

EXHIBIT "A"

ACKNOWLEDGEMENT OF RECEIPT OF RECORDED COVENANTS AND RESTRICTIONS, RULES AND REGULATION, OF GARDEN LAKES HOA, INC

FOR UNIT: _____

The Declaration of covenants and restrictions require the Seller/Owner provide the Buyer/Tenant a complete set of documents. Cost for a set of documents is \$50.00.

1. I/We acknowledge receipt of a complete set of the following documents:

- A: Declaration of Covenants and Restriction & Amendments
- B: Declaration of Party Facilities
- C: Articles of Incorporation & Amendments
- D: Bylaws & Amendments
- E: Rules and Regulations

and understand and agree that I/We take possession and/or occupancy subject to all of the above. I/We hereby agree to abide by all the documents.

2. In particular, I/We understand that the following rules are in effect and being enforced at all times

- A: Pick-Up Trucks, Recreational Vehicles, and Motorcycles. Commercial Vehicles and Boats cannot be parked in the complex over night (between 9:00 p.m. and 7:00 a.m.)
- B: Commercial vehicles of any type may only be parked in the complex while servicing a unit.
- C: Only vans that meet the specifications as stated in the HOA documents are permitted to be parked in the complex. Before acquiring a van, I/We will assure that it meets the specifications.
- D: Only 2 parking spaces are assigned to a unit and I/We understand that I/We must park my/our vehicles in the numbered spaces assigned to the unit and that I/We cannot park in "guest" parking spaces or spaces assigned to another unit. The guest cannot use the space for a period of more than seven (7) days unless prior approval from the HOA has been obtained in writing. Only guests of residents may use guest spots.
- E: Parking on grass is never permitted and any vehicle parked on the grass is subject to immediate towing without further notice to vehicle owner and may be billed cost of restoration for any damages.
- F: Vehicles parking in violation of the documents is subject to being towed at the owner's expense.
- G: Only two (2) dogs or two (2) cats or four (4) birds are permitted per unit. I/We understand that all pets (including cats) must be on a leash when outside of the confines of the unit and all excrement must be picked up and disposed of properly. Dogs must not be permitted to bark and disturb neighbors, if two or more written complaints are received, dog owner agrees to remove the dog from Garden Lakes property.
- H: I/We understand that I/We are responsible for exterior maintenance of our unit and that items common to the building (roof, mansards, etc.) must be replaced by all four units at the same time in cooperation with each other. Further, any and all changes must have prior written approval of the Association. I/We understand that the Association has promulgated specifications which certain items must meet, i.e. fence, A/C, A/C enclosures, patio screening, roof and mansard.
- I: I/We understand that there is a maximum of two (2) unrelated adults allowed to reside in a unit.

3. I/We understand that the above is not a complete list the document for Garden Lakes HOA, Inc.

4. I/We agree to assure that the Association receives a copy of my/our recorded Deed and Certificate of Approval as soon as possible after closing and agree to keep the Association informed of my current mailing address at all times.

5. I/We understand that violations of the documents are subject to fines and other penalties, including legal action at my/our expense.

1. Signed: _____

2. Signed: _____

Print: _____

Print: _____

Date: _____

Date: _____

**Garden Lakes Homeowners Association, Inc.
Residents Information Form**

Instructions: Please complete all parts. Type or print in ink. Sale ____ Lease ____ (please check one)

Unit # _____ Lane # _____ Bldg # _____ Parking Space #'s _____ & _____

Current Owners Name(s): _____ Current Owner's Phone #: _____

1. Lessee/Buyer Name: _____

Home Phone # : _____ Alt. Phone #: _____

Employer's Name: _____ Phone #: _____

2. Lessee/Buyer Name: _____

Home Phone # : _____ Alt. Phone #: _____

Employer's Name: _____ Phone #: _____

List All Other Permanent Occupants (Name/Age)

List the Vehicles that will be parked in the Community on a permanent basis:

Make	Year	Model	Color	Lic. # (County/State)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

If van is listed, I certify that it has two rows of seats and windows next to each row of seats and is used for residential purposes only. _____ (please initial)

List any pets that will be kept at the unit:

Type	Age	Description	PBC Tag #	Weight
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Check which applies:

() Sales: I/We have included the first page of the Sales Contract.

() Tenants: I/we will occupy this unit for the following period of time. I/we have included copy of the lease. Starting Date _____ Ending Date _____

Return completed form to: **Garden Lakes Homeowners Association, Inc.**
11511 Garden Lakes Circle
Palm Beach Gardens, FL.
Tel: 561/622-9199 Fax: 561-691-2075
Email: gardenlakes2005@bellsouth.net

Today's Date: _____

Garden Lakes HOA, Inc. - Gate Clicker/Permit Sticker Request Form

All information must be complete and legible.

Garden Lakes Address: _____

Unit Owner Name(s): _____ Unit Owner Phone Number: _____

Tenant Name(s): _____ Tenant(s) Phone Number: _____

Lease Term; Start Date: _____ End Date: _____

Check list in order to receive gate clicker(s) & permit sticker(s)

1. Form to be signed, printed name and dated by the unit owner or the tenant of the property.
2. Form filled out accurately.
3. Provide a copy of the following for verification of ownership/tenancy :
 - a. Driver's license
 - b. Current vehicle registration (If vehicle registration is to a another person's name other than the owner or tenant a permission letter from that person listed on the registration must be provided stating the vehicle is being used by the owner or tenant).
4. Verify unit has not two (2) permit stickers.

As unit owner/tenant of the property listed above I acknowledge agreement of policy for obtaining a permit sticker(s) along with the parking rules and towing policy.

Unit Owner/Tenant Signature: _____ Date: _____

Unit Owner/Tenant Printed Name: _____

ACTIVATE- LIST VEHICLES AUTHORIZED TO RECEIVE PERMIT STICKER

Vehicle Owners Printed Last Name, First Name				Status (owner, child, partner, tenant, etc.)		
Make	Model	Year	Color	License Plate #	State	Permit sticker#

Vehicle Owners Printed Last Name, First Name				Status (owner, child, partner, tenant, etc.)		
Make	Model	Year	Color	License Plate #	State	Permit sticker#

DEACTIVATE- LIST VEHICLES AUTHORIZED TO DEACTIVATE PERMIT STICKER

Vehicle Owners Printed Last Name, First Name				Status (owner, child, partner, tenant, etc.)		
Make	Model	Year	Color	License Plate #	State	Permit sticker#

Vehicle Owners Printed Last Name, First Name				Status (owner, child, partner, tenant, etc.)		
Make	Model	Year	Color	License Plate #	State	Permit sticker#

Gate Clicker/Permit Sticker Policy

- 1) **Permit stickers will be issued at the Garden Lakes office. Loose permit stickers will not be issued.**
- 2) **Each unit is entitled up to (2) permit stickers ONLY as there are (2) assigned parking spaces per unit.**
- 3) **You must re-register your vehicle with the Garden Lakes office if you change vehicles.**
- 4) **If the property has transferred owner(s) or tenant(s) a new permit sticker form must be submitted to Garden Lakes office.**
- 5) **Permit sticker(s) will not be issued to visitors or vendors, only to owners and approved tenants with a current lease.**
- 6) **Once the lease on file has expired, the tenants' vehicles will be subject to tow, unless a new lease is provided to the Garden Lakes office.**
- 7) **Permit sticker request form to be signed, printed name and dated by both the unit owner or the tenant of the property.**
- 8) **Permit sticker request form must be filled out accurately.**
- 9) **TOWING POLICY: Items listed may result vehicle subject to tow**
 - a. **Anytime vehicle parked in "No Parking" area, blocking access including mailboxes, parking on grass or backed into parking space.**
 - b. **Vehicles parked in assigned parking spaces without a permit sticker.**
 - c. **Guest parking is for guest vehicles. If your guest is parking in your assigned parking space or in a guest parking space, an orange guest pass must be displayed showing the unit I.D. Guests may park in the guest spots a maximum of 15 continuous days in a six (6) month period. Guest passes are noted with an expiration date and only (1) guest pass is issued per unit within a six (6) month period. Guest passes are issued by security personnel.**
 - d. **Unauthorized vehicles: commercial, RV's, boats, campers, trailers, motorcycles.**
 - e. **Any vehicle that is not "street legal" including flat tire, expired tag.**

Rules & Regulations and Other Important Information:

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PARKING

- The undersigned owners/tenants hereby accept formal notification that any vehicle found parked on lawn areas, lanes or sidewalks will be subject to immediate towing of the vehicle at the owner's expense. This includes ALL vehicles and applies to every homeowner, tenant, guest and service personnel.
- Any & all damage to the common areas, including but not limited to: lawn, sprinkler system or sidewalk pavement as a result of such improper parking or careless driving will be repaired and charged to the offending unit.
- Inoperable vehicles may NOT remain on the premises in excess of 24 hours. Repair work (oil changes, etc.) may not be performed on the premises. There shall be no assembling or disassembling of any kind of engine on the premises. Only emergency repairs such as battery replacement or flat tire repair is permitted.
- The undersigned is aware that it is their responsibility to inform any guest or service personnel and make them aware of these rules as the undersigned will be held accountable for the actions of these people.
- The undersigned understands they have two (2) assigned parking spaces only.
- Parking in guest spots, by residents, may be subject to the vehicle being towed. Guest spots are for the use of guests of Garden Lakes residents. The guest may not use the guest parking for a period of more than seven (7) days unless prior approval from the HOA has been obtained in writing.

VEHICLES

- No commercial vehicles permitted unless on commercial business. Commercial vehicles may NOT be "covered" with magnets, tarps or any other type of covering or material in order to gain approval. Commercial vehicles may only park in the community during the course of business.
- "Commercial" means any vehicle which is used for commercial purposes or has an outward appearance of being used in connection with business, such as: visible work equipment, lettering or logos.
- All vehicles must be maintained so as not to create an eyesore, eyesore is considered: rust, more than one (1) color of paint on the body - excluding decorative artwork in good taste, flat tires, broken windows, etc.
- **No** pick up trucks allowed to be parked within the community between the hours of 9:00pm and 7:00am. Pick up trucks parked within the community during these hours are subject to tow at the owner's expense.

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PETS

- Maximum of two (2) dogs or two (2) cats or four (4) birds per dwelling.
- The undersigned understands that their pet(s) must be on a leash at all times when outside of the home or patio.
- The undersigned understands that the pet walker **MUST** clean up after the pet and dispose of waste in a proper receptacle.
- Offensive, nuisance pet(s) may be removed by the Association after notice to the owner. Written complaints from two (2) separate dwellings or one (1) reported dog bite - verified by police report and hospital records shall constitute grounds for removal. Cost of removal to be borne by pet owner.

TRASH

- Trash shall be placed in receptacles. For sanitary reasons, all trash, except recyclable items placed in the appropriate containers, shall be placed in plastic bags, be securely tied and then be placed in trash receptacles. Plastic bags may **NOT** be placed at curbside. Large items maybe placed on the Circle, away from trees and signs, after 6:00 pm on a Tuesday for Wednesday pick up.

SALES/RENTALS:

- **Prior** to selling or leasing your unit, the prospective purchasers/tenants are required to complete an application form and attend a welcome meeting.
- Owners are responsible to update the Association with changes to mailing addresses.
- Maximum of two unrelated adults per unit is permitted. The names of each adult who will be residing in the unit are to be provided. This information is to be shown on the sales contract or rental agreement.

EXTERIOR MAINTENANCE:

- **No** exterior alterations are permitted without completion of a request form (ARC). This includes but is not limited to: Landscaping, fencing, shutters, etc. Contact the management office for the current specifications for fences, hurricane shutters and approved plant list.
- **No** paint, stain or finishes of any kind may be applied the patio fences and concrete walkways. Should you choose to ignore this rule you may be requested to restore the area back at your expense.

OTHER

- Bar-be-que grills are to be used and stored inside your courtyard. They are **NOT** permitted outside of your courtyard area.
- No clothes or similar items may be hung or placed on fences, hedges, railings, etc. unless they are below fence height and not visible from view from outside of the courtyard.

OTHER (cont.)

- Personal items of any kind, including but not limited to the following items: bikes, toys, dog tethers, clutter, construction materials, may not be placed outside of your courtyard at any time. Any and all items placed on the common areas are subject to removal at your expense and will be disposed of.
- Maintenance fees are due, in full, January 1 and July 1. Interest will be applied to delinquent accounts 1st of the following month. Non payment will result in legal action being taken at the owner's expense.
- No signs are permitted in the community. Signs placed in the common areas will be removed and disposed of.
- The speed limit for Garden Lakes Circle is 25 mph and is enforced by the Palm Beach Gardens Police Department. The speed limit within the Lanes is 5 mph.
- Skateboards/Motorized and like recreational transport are **NOT** permitted in the common areas, lanes, parking areas and sidewalks.
- Please respect your neighbors' right to "quiet enjoyment of their homes". Noise of any kind, caused by you or whomever is in your home, is a violation of the association's covenants and the City's ordinances and will be remedied by all available resources.
- The Association maintains hazard insurance on the buildings, which is paid for through the maintenance fee. Hazard insurance does not include "wear and tear" and conditions that might result from lack of maintenance. Each unit owner/tenant must maintain insurance for the inside of their home, contents, additions and improvements. To obtain a certificate of insurance, which is required by all banks and mortgage companies, call Mack, Mack & Waltz (954) 640-6225.
- The mailboxes are known as "central boxes" and are owned/maintained by the US Post Office. Any questions or problems with keys, number, etc, must be directed to the Post Office in Palm Beach Gardens # 800-275-8777.

I/We understand and acknowledge that this is a summary and forms a part of Garden Lakes HOA, Inc documents. I/We agree to comply with all the Garden Lakes documents and understand that failure to comply may result in fines, legal action, special assessments, etc, at the owner's expense.

Unit Address: _____

Print Name

Print Name

Signature

Signature

Date

Date