

# Casa Del Sol at Tequesta Property Owners Association, Inc.

c/o Sea Breeze Community Management Services, Inc.

4227 Northlake Boulevard

Palm Beach Gardens, FL. 33410

Phone: (561) 626-0917 Fax: (561) 626-7143

[www.seabreezecms.com](http://www.seabreezecms.com)

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## Application For:

## Purchase or            Lease

(Updated 5/2019)

Information is required on all applicants. COMPLETE ITEMS 1 TO 13 & SUBMIT AT LEAST 15 DAYS PRIOR TO LEASE START OR CLOSING DATE. **Old application packages will not be accepted our most current application package is available online at the Sea Breeze website.**

**MAIL OR DROP OFF APPLICATION PACKAGE AT OUR OFFICE.**

**FAX COPIES WILL NOT BE ACCEPTED AS APPLICATION IS INCOMPLETE.**

**If copies needed a charge of 25 cents per page required.**

1. Complete all information of the application. (pg. 3)
2. Complete the moving in/out form. (pg. 4)
3. Complete the canine information form. Including a photo of each pet separately, a copy of Palm Beach County Pet License, a copy of the veterinarian certificate showing up to date vaccinations and a non-refundable pet charge of \$500.00 per dog. If you process your dog(s) prior to move-in or within 30 days: take advantage of the discounted charge of \$200.00. Payable to **Casa Del Sol at Tequesta POA, Inc, MONEY ORDER OR CASHIERS CHECK ONLY.** (pg. 5)
4. Complete acknowledgement section. (pg. 6)
5. Residential screening request & disclosure & authorization agreement to be completed by ALL adults 18 and over. Extra copies may be needed if more than one adult. (pgs. 7-8)
6. If you are interested in setting up for Association bulk email you will need to sign, date and print email address. (pg. 9)
7. Each applicant should review the rules and regulations. Sign and print your name at the bottom. The rules will be reviewed at the welcome meeting. (pg. 10-15)
8. Provide a copy of the executed sales contract or lease.
9. \$100.00 fee for each applicant **MONEY ORDER OR CASHIERS CHECK ONLY.** This is a non-refundable fee made payable to **Casa Del Sol at Tequesta POA, Inc.**
10. \$100.00 **MONEY ORDER OR CASHIERS CHECK ONLY** for a non-refundable processing fee made payable to **Sea Breeze CMS, Inc.**
11. Out of the country applicants are subject to completing additional paperwork and fees as determined by our screening company. Please contact our office prior to submitting the application to obtain additional paperwork and fee amount. If additional fees are needed this is non-refundable and made payable to Casa Del Sol at Tequesta POA, Inc. **MONEY ORDER OR CASHIER'S CHECK ONLY will be accepted.**
12. Lease only: Submit a \$1,000.00 Security Deposit **MONEY ORDER OR CASHIERS CHECK** made payable to **Casa Del Sol at Tequesta POA, Inc.**
13. If the application is not completed in its entirety, the application will be RETURNED and WILL NOT be approved.

## **Application Criteria**

An applicant may not be approved based on one or more of the following:

1. Application not completed in full.
2. Background report.
3. Credit report.
4. Single family residence only. Family is defined as no more than six (6) persons or two (2) persons cohabitating with children
5. A trailer, motorcycle, recreational vehicle or commercial vehicle is parked at the property, unless stored out of public view within the enclosed garage.
6. Pet Limitations:
  - a. No more than three (3) pets per unit (Not including fish or birds)
  - b. Prohibited pets: Pitbull's, Mastiffs, Wild/Feral Cats, Exotic species of amphibians, reptiles or birds
7. Rentals Only: Leases must be a minimum of 90 days and maximum lease term no more than one (1) year.
8. Rental Only: Maximum number of rental permitted within a calendar year (365 days) is one (1).
9. Rental Only: If renewing lease must obtain approval prior to renewing the terms.
10. False information provided in application.

**Moving in or out is permitted Monday through Saturday, 8:00 am to 5:00 pm. Moving is NOT permitted on Sundays.**

**Casa Del Sol Townhomes – Application**

Complete the following:

[ ] Rental Lease start date \_\_\_\_\_ End date \_\_\_\_\_  
[ ] Purchase Closing Date \_\_\_\_\_

Date application submitted \_\_\_\_\_ Unit # \_\_\_\_\_

Owner \_\_\_\_\_

Applicant(s) \_\_\_\_\_

Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Cell Phone \_\_\_\_\_ Email \_\_\_\_\_

Employer name and phone # \_\_\_\_\_

Lease Only: Current monthly income per adult applicant \_\_\_\_\_

List all occupants to reside in the unit:

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Vehicle information:

Make: \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ Color \_\_\_\_\_ Plate \_\_\_\_\_ State \_\_\_\_\_

Make: \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ Color \_\_\_\_\_ Plate \_\_\_\_\_ State \_\_\_\_\_

Make: \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ Color \_\_\_\_\_ Plate \_\_\_\_\_ State \_\_\_\_\_

Make: \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ Color \_\_\_\_\_ Plate \_\_\_\_\_ State \_\_\_\_\_

**Note: Any Truck must be parked within the garage and not in the driveway or in street spaces.**

**Club and Organization Affiliation:**

Name: \_\_\_\_\_ Location: \_\_\_\_\_

Personal References:

1. Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_

2. Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_

3. Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_

In case of emergency, please notify \_\_\_\_\_  
Relationship \_\_\_\_\_ Phone \_\_\_\_\_

## Moving in/out

Unit # \_\_\_\_\_ Address \_\_\_\_\_

Date of Move in / Out \_\_\_\_\_

Moving company \_\_\_\_\_ Phone # \_\_\_\_\_

If you are moving yourself, please state self.

If you have a moving company, before moving in/out you must provide this office with a copy of the movers Certificate of Insurance, naming **Casa Del Sol Townhomes**. as an additional insured.

Moves may only take place between the hours of 8:00am to 5:00pm, Monday through Saturday, No moving on Sundays.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Casa Del Sol Townhomes

CANINE INFORMATION

Unit \_\_\_\_\_ Address \_\_\_\_\_ Print Name \_\_\_\_\_

[ ] Yes, I have a dog(s) as listed below.

[ ] No, I do not have a dog(s). If I decide to get a dog(s) I understand that I must get permission from the unit owner (if I am a tenant), as well as process the dog(s) through the Association office for DNA WORLD PET REGISTRY.

I acknowledge that the Association does not permit Pit Bulls or other Breeds considered to be dangerous by the Board of Directors.

<u>Breed</u>	<u>Age</u>	<u>Color</u>

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- . Must attach a photo of each pet separately.
- . Must attach a copy of **Palm Beach County Pet License**.
- . Must attach a veterinarian certificate showing up to date vaccinations.
- . Must make appointment prior to move-in for DNA World Pet Registry.
- . Non-refundable pet charge of \$500 per dog. If you process your dog(s) prior to move-in or within 30 days: take advantage of the discounted charge of **\$200**.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Casa Del Sol Townhomes**

**ACKNOWLEDGEMENTS:**

The buyer applicant(s) hereby acknowledges that he (they) is/are familiar with, has read and will abide by the **Casa Del Sol Townhomes** Documents. In addition, if the Buyer Applicant(s) of the aforementioned Unit, he (they) hereby requests membership in the above Association and agree (s) to accept membership in accordance with the terms and provisions of said organization.

Lease Applicants hereby acknowledge that owner has provided the **Casa Del Sol Townhomes** Documents and will abide by same.

All applicants acknowledge they are aware no trucks can be parked on the property other than inside the garage with the door closed, out of view.

WITNESS BY: \_\_\_\_\_ APPLICANT'(S) SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

The Unit Owner(s) hereby acknowledges his (their) intent to sell/lease the aforementioned Unit to Applicant(s).

UNIT OWNER(S) SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

ACCEPTED:

BY: \_\_\_\_\_

For and on behalf of the Board of Directors

**RESIDENTIAL SCREENING REQUEST**

First: \_\_\_\_\_ Middle: \_\_\_\_\_ Last: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_

SSN: \_\_\_\_\_ DOB (MM/DD/YYYY): \_\_\_\_\_

Tel#: \_\_\_\_\_ Cell#: \_\_\_\_\_

**Current Employer**

Company: \_\_\_\_\_ N/A \_\_\_\_\_ Tel#: \_\_\_\_\_ N/A \_\_\_\_\_

Supervisor: \_\_\_\_\_ N/A \_\_\_\_\_ Salary: \_\_\_\_\_ N/A \_\_\_\_\_

Employed From: \_\_\_\_\_ N/A \_\_\_\_\_ To: \_\_\_\_\_ N/A \_\_\_\_\_ Title: \_\_\_\_\_ N/A \_\_\_\_\_

**Current Landlord**

Company: \_\_\_\_\_ N/A \_\_\_\_\_ Tel#: \_\_\_\_\_ N/A \_\_\_\_\_

Landlord: \_\_\_\_\_ N/A \_\_\_\_\_ Rent: \_\_\_\_\_ N/A \_\_\_\_\_

Rented From: \_\_\_\_\_ N/A \_\_\_\_\_ To: \_\_\_\_\_ N/A \_\_\_\_\_

*I have read and signed the Disclosure and Authorization Agreement.*

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**DISCLOSURE AND AUTHORIZATION AGREEMENT**  
**REGARDING CONSUMER REPORTS**

**DISCLOSURE**

A consumer report and/or investigative consumer report including information concerning your character, employment history, general reputation, personal characteristics, criminal record, education, qualifications, motor vehicle record, mode of living, credit and/or indebtedness may be obtained in connection with your application for residence.

**AUTHORIZATION**

You hereby authorize and request, without any reservation, any present or former employer, school, police department, financial institution, division of motor vehicles, consumer reporting agency, or other persons or agencies having knowledge about you to furnish AmeriCheckUSA with any and all background information in their possession regarding you, in order that your residence qualifications may be evaluated. You also agree that a fax or photocopy of this authorization with your signature be accepted with the same authority as the original.

**READ, ACKNOWLEDGED AND AUTHORIZED**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

- For California, Minnesota or Oklahoma applicants only, if you would like to receive a copy of the report, if one is obtained, please check the box.



**Casa Del Sol Townhomes**

**Resident E-mail**

If you would like to be on our e-mail list to send information faster to our residents you can help by completing this form. All information must be printed and legible.

Unit Address: \_\_\_\_\_

Owner Name(s): \_\_\_\_\_

Owner(s) Phone Numbers: \_\_\_\_\_

Owner(s) E-mail Address: \_\_\_\_\_

Tenant(s) Names: \_\_\_\_\_ Tenant(s) \_\_\_\_\_

Phone Numbers: \_\_\_\_\_

Tenant(s) E-mail: \_\_\_\_\_

Address: \_\_\_\_\_

**I authorize Casa Del Sol Townhomes to send e-mails for Association business.**

**X** \_\_\_\_\_  
**Signature**

**X** \_\_\_\_\_  
**Date**



## RULES AND REGULATIONS

All Owners, tenants, residents and guests are required to abide by the following Rules and Regulations ("Rules") promulgated by the Board of Directors of the Casa Del Sol Property Owners Association, Inc. ("Association"), pursuant to Section 8.2 of the Declaration of Covenants and Restrictions for Casa Del Sol Townhomes recorded December 29, 2006, in Official Records Book 21254, Page 1633; as further amended from time to time, of the Public Records of Palm Beach County, Florida ("Declaration"):

- 1. Purchasers/Tenants:** All purchasers/tenants intending to purchase/rent a Dwelling in Casa Del Sol Townhomes must (a) fill out all applicable forms promulgated by the Association, including authorization for the completion of a background check; (b) pay all application fees; (c) be interviewed and approved/disapproved by the Board of Directors; and (d) attend an orientation meeting, all in accordance with, and subject to, the terms of Section 12 of the Declaration.
- 2. Rentals:** Pursuant to Section 12.3 of the Declaration, as modified by that Amendment to Declaration of Covenants and Restrictions for Casa Del Sol Townhomes recorded in Official Records Book 23897, Page 1790, of the Public Records of Palm Beach County, Florida ("Amendment"), a Lot Owner may lease his Lot and Dwelling thereon, provided that each lease term shall be for a minimum of ninety (90) days, and there shall be a maximum of one (1) lease commencement date for each 365-day period. Please see Section 12.3 of the Amendment for additional provisions regarding the rental of Dwellings.
- 3. Occupancy:** Pursuant to Section 8.1.1 of the Declaration, all Lots shall be used only for single family, private, residential Dwellings and for no other purpose. For the purposes of this Rule, "single family" shall mean (a) one (1) Occupant; or (b) two (2) Occupants or more each of whom is related by blood, marriage, or adoption; or (c) two (2) unmarried Occupants and other Occupants who are related to one or both of the unmarried Occupants by blood or adoption. Other persons may also reside in a Casa del Sol Dwelling as required by Federal, State, or local housing laws, rules or ordinances. However, no more than (2) Occupants per bedroom shall be allowed to reside in any on dwelling. For purpose of the foregoing occupancy limitation, if the ground level living area is utilized as a bedroom(s), up to a total of six (6) persons will be permitted to occupy a Dwelling. Please see Section 8.1.1 of the Amendment for additional provisions regarding the Occupancy.
- 4. Alterations or Additions:** Pursuant to the terms of Section 9.1 of the Declaration, no improvement shall be constructed, erected, removed, planted or maintained, nor shall any addition to or any change, replacement or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, landscaping, landscape lighting and the location of same shall have been submitted and approved in writing by the Architectural Review Board. Owners are not permitted to trim, alter or replace plants and trees located on Common Property. Please review Section 9.1 of the Declaration for the specific requirements regarding the approval of alterations or additions.



5. **Steps, Balconies, Porches, Patios:** Outdoor furniture (not to exceed the height of any railing) of neutral color and style consistent with the exterior of the building is permitted only on patios and balconies. No articles other than patio-type furniture shall be placed on the balconies, patios, steps of a Dwelling. No bicycles, surfboards, boats, linens, clothes, bathing suits or swimwear, curtains, rugs, mops or other articles shall be hung, stored or shaken from any of the windows, doors, balconies, steps, railings or other portions of the Dwelling or on Association property. Flower pots and flower boxes are permitted on the balconies, patios and railings so long as the Owner properly maintains all plant materials.
6. **Barbeque Grills:** Gas grills or charcoal grills are only permitted to be stored and used on the first floor back patio and must be operated in accordance with Village of Tequesta Fire Department regulations. The generation of excessive smoke or smells that affect neighbors is prohibited.
7. **Garden Hoses.** When not in use, all garden hoses shall be stored in such a manner so that the garden hoses are not visible from the Common Areas or adjoining Lots.
8. **Commercial Activity:** No drilling, mining, manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever shall be conducted or carried upon any Lot or in any Dwelling or any part thereof. Please see Sections 8.1.1 and 8.1.2 of the Declaration for the specific provisions regarding commercial activity.
9. **Garbage/Recycling:** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary refuse containers, which shall be placed in trash cans or recycling bins outside a Dwelling no earlier than sundown on the evening before each date of trash pickup. At all other times, all sanitary refuse containers shall be placed inside the garage area of each Dwelling so that said refuse containers are not visible from streets, adjoining Lots, the Common Property or the Recreation Facilities. For trash exceeding the limits approved by the local waste company, please contact the waste company for proper pickup and disposal. Please see Section 8.1.11 of the Declaration for other specific provisions.
10. **Garage Doors:** Garage doors must remain closed when not in use.
11. **Vehicles/Parking:** Section 8.1.4.1 of the Declaration Restricted Vehicle Parking in Public View, provides that no boats, trailers, recreational vehicles, trucks, commercial vehicles, motor homes, motorcycles, mobile homes or other habitable motor vehicles may be placed, parked or stored upon any portion of a Lot or Property at any time, including for repair, maintenance or otherwise, except within residents' garages with the doors closed so that they are totally removed from public view. The prohibition on trucks parking in public view specifically includes all pickup trucks and any other vehicles of any size, weight, make, that have a removable cap over the cargo bed (or any part thereof) of an exposed cargo bed, and have a mid-gate and/or tailgate. In the event of a dispute concerning the type of vehicle, the manufacturer's classification of the vehicle will control. No loud or obnoxious vehicles, as defined in the Association's Rules and Regulations will be permitted within Casa Del Sol at any time. The Association reserves the right to tow any vehicle at the expense of the owner that is not parked in accordance the Declaration or the rules and Regulations. Service and delivery vehicles may park in the driveway of a Lot or on the streets during regular business hours as needed to provide services or deliveries to the Lots. Please see Section 8.1.4.1 and 8.1.4.2 for other specific provisions.



12. **Nuisance:** In order to more fully supplant the restrictions on nuisances set forth in Section 8.1.7 of the Declaration, violation of any of the following shall be deemed a prohibited nuisance:
- a) No Owner or occupant shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier in a Dwelling in such a manner as to disturb or annoy other Owners, particularly between the hours of 10:00 p.m. and 9:00 a.m.\
  - b) All renovations or repairs to a Dwelling first approved by the Architectural Review Board must be completed between the hours of 8:00 a.m. and 5:00 p.m., Monday thru Saturday. No work is permitted on Sunday.
  - c) No persons shall be permitted to play in the streets, the Recreation Areas or the parking areas.
  - d) Skateboards, roller-skating, roller-blading, basketball, football, baseball and similar activities are not permitted on the Common Property.
13. **Pets:** Pursuant to Section 8.1.3 of the Declaration, no pets may be kept, bred or maintained for any commercial purposes and no owner shall keep more than three (3) pets (not including fish or birds). Pit bulls, Mastiffs and wild/feral cats are not permitted, nor are exotic species of amphibians, reptiles or birds. All pets shall be kept on a leash under the control of a responsible person at all times when the pet is outside of a Dwelling. The Owner shall be responsible at all times for cleaning up after the pet and no pet may soil outside without immediate clean up by the Owner. Failure to leash any pet or remove or clean up any pet fecal matter shall subject an Owner to a fine of not less than \$20.00. Such fine, if not paid by an Owner, shall become a lien on the Owner's Lot, which shall be enforced and collectible in the same manner as assessments. The Board of Directors has the right to order the removal of any pet that is considered a nuisance or a "dangerous dog" under applicable Florida Statutes, County or City Ordinances, in the Board's reasonable discretion. In such event, the Board of Directors shall give written notice thereof to the Owner of the pet, and the pet shall, within two (2) days be permanently removed from the Property. The provisions of Section 8.1.3 of the Declaration are further supplemented by the following: (a) pets are not permitted in the clubhouse and pool areas; and (b) the following provisions are applicable to dogs only: (i) a non-refundable fee will be collected by the Association for each dog kept on the property; (ii) all Owners of dogs must provide the Association with: (1) a photo of the dog; (2) a certificate from the veterinarian stating the breed, if ascertainable, and confirmation that all vaccinations are current; (3) if required by applicable ordinance, proof of license; and (4) registration using the kit supplied by the Association with the DNA World Pet Registry; and (iii) failure to register a dog with the Association and the World Pet Registry will result in additional charges and/or fines.
14. **Signs:** Pursuant to Section 8.1.9 of the Declaration, no signs, advertisements or notices of any kind, including "For Sale" or "For Rent" signs shall be displayed to the public view from any Dwelling or Lot, on the Common Property or on the Recreational Facilities. In order to further clarify the provisions of Section 8.1.9, the Board will permit one (1) open house sign to be displayed for a maximum of four (4) hours between the hours of 9:00 a.m. to 5:00 p.m. on the date of said open house.
15. **Holiday Decorations on Dwellings:** Decorations for nationally-observed and religious holidays are permitted no earlier than four (4) weeks prior to each such holiday and must be removed no later than one (1) week following each such holiday. The Christmas/New Year holiday shall be deemed one holiday for the purposes of this Rule.



16. **Keys:** In case of an emergency, each Owner must provide a key and/or electronic entry code for his Dwelling, which key and/or electronic entry code shall be kept by the Association in the management office. If an Owner fails to comply with this Rule and damage results from the inability of the Association or municipal services to gain entry to said Dwelling, the Owner in violation will be responsible for any damage caused to his Dwelling, to the Dwellings of others and/or to Common Property.
17. **Children and Young Adults:** Minors are the direct responsibility of their parents or legal guardians, which responsibility includes supervision of minors while in, on or about the Common Property, including the Recreational Facilities, and full compliance with the provisions of the Declaration and these Rules. All minors must be accompanied by a responsible adult when entering and/or utilizing the clubhouse and/or Recreation Facilities.
18. **Extended Absences:** If an Owner anticipates being out of residency for an extended period of time (greater than fourteen (14) consecutive days), then such Owner shall: (a) remove all objects from the patios and balconies; (b) make arrangements for mail, newspapers and packages to be forwarded, or stop delivery; (c) in order to prevent the risk of flooding or water damage, close the main water line; and (d) in order to prevent mold, set the thermostat on the HVAC system to 82 degrees or lower.
19. **Moving:** Prior to moving out of or into a Dwelling, an Owner/Tenant or new Owner/Tenant must first notify the management company seven (7) days in advance of the move. Moving is permitted on Monday through Saturday from 8 a.m. until 5 p.m. No moving is permitted on Sunday.
20. **Damage:** Residents accept full financial responsibility for any damage caused to any other Dwelling, automobile, personal property or Common Property, including, but not limited to marking, engraving, denting or defacing, by their own acts or acts of their family, tenants, contractors, subcontractors, or guests.
21. **Recreational Facilities:** Owners, tenants and their respective guests are entitled to use the swimming pool from dawn to dusk daily and the clubhouse from 9 a.m. until 10 p.m. daily, unless reserved for a special occasion, in which event, some or all of the Recreational Facilities may be closed during said special occasion. Additional Rules governing the use of the Recreational Facilities may be posted and such Rules shall have the same force and effect as if set forth herein.
22. **Attire:** Bare feet are prohibited in, on or about all Association Property, except the swimming pool and swimming pool deck. Proper attire, including cover-ups for bathing suits, and appropriate footwear are required at all times in, on or about all other Association Property.
23. **Access Gate Directory:** Owners are permitted a maximum of two (2) telephone numbers for each Lot owned to be included in the access gate directory.
24. **Conflict with Declaration:** These Rules shall supplement, but shall not supersede the terms, covenants, conditions and restrictions established by the Declaration. In the event of conflict between these Rules and the terms, covenants, conditions and restrictions of the Declaration, the terms, covenants, conditions and restrictions established by the Declaration shall control.



25. **Applicability:** These Rules shall apply to all other Owners, Tenants and occupants even if not specifically stated. The Board of Directors shall be permitted (but not required) to grant relief to one (1) or more Owners from specific Rules upon written request and good cause shown in the sole and absolute discretion of the Board of Directors.

#### APPLICABLE STATUTORY PROVISIONS:

For the information of each Owner and Tenant, set forth below are applicable provisions of Florida Statutes Section 720.305, effective July 1, 2013, which provisions apply to violations of these Rules, the Declaration, the Articles of Incorporation and Bylaws of the Association:

- (1) Each member and the member's tenants, guests, and invitees, and each association, are governed by, and must comply with, this chapter, the governing documents of the community, and the rules of the association. Actions at law or in equity, or both, to redress alleged failure or refusal to comply with these provisions may be brought by the association or by any member against:
- (a) The association;
  - (b) A member;
  - (c) Any director or officer of an association who willfully and knowingly fails to comply with these provisions; and
  - (d) Any tenants, guests, or invitees occupying a parcel or using the common areas.

The prevailing party in any such litigation is entitled to recover reasonable attorney's fees and costs. A member prevailing in an action between the association and the member under this section, in addition to recovering his or her reasonable attorney's fees, may recover additional amounts as determined by the court to be necessary to reimburse the member for his or her share of assessments levied by the association to fund its expenses of the litigation. This relief does not exclude other remedies provided by law. This section does not deprive any person of any other available right or remedy.

- (2) The association may levy reasonable fines of up to \$100 per violation against any member or any member's tenant, guest, or invitee for the failure of the owner of the parcel or its occupant, licensee, or invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed \$1,000 in the aggregate unless otherwise provided in the governing documents. A fine of less than \$1,000 may not become a lien against a parcel. In any action to recover a fine, the prevailing party is entitled to reasonable attorney fees and costs from the non-prevailing party as determined by the court.

- (a) An association may suspend, for a reasonable period of time, the right of a member, or a member's tenant, guest, or invitee, to use common areas and facilities for the failure of the owner of the parcel or its occupant, licensee, or invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. This paragraph does not apply to that portion of common areas used to provide access or utility services to the parcel. A suspension may not impair the right of an owner or tenant of a parcel to have vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park.



(b) A fine or suspension may not be imposed without at least 14 days' notice to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. If the association imposes a fine or suspension, the association must provide written notice of such fine or suspension by mail or hand delivery to the parcel owner and, if applicable, to any tenant, licensee, or invitee of the parcel owner.

(3) If a member is more than 90 days delinquent in paying a monetary obligation due to the association, the association may suspend the rights of the member, or the member's tenant, guest, or invitee, to use common areas and facilities until the monetary obligation is paid in full. This subsection does not apply to that portion of common areas used to provide access or utility services to the parcel. Suspension does not impair the right of an owner or tenant of a parcel to have vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park. The notice and hearing requirements under subsection (2) do not apply to a suspension imposed under this subsection.

(4) An association may suspend the voting rights of a parcel or member for the nonpayment of any monetary obligation due to the association that is more than 90 days delinquent. A voting interest or consent right allocated to a parcel or member which has been suspended by the association may not be counted towards the total number of voting interests for any purpose, including, but not limited to, the number of voting interests necessary to constitute a quorum, the number of voting interests required to conduct an election, or the number of voting interests required to approve an action under this chapter or pursuant to the governing documents. The notice and hearing requirements under subsection (2) do not apply to a suspension imposed under this subsection. The suspension ends upon full payment of all obligations currently due or overdue to the association.

(5) All suspensions imposed pursuant to subsection (3) or subsection (4) must be approved at a properly noticed board meeting. Upon approval, the association must notify the parcel owner and, if applicable, the parcel's occupant, licensee, or invitee by mail or hand delivery.

The statutory provisions set forth above are subject to change from time to time. At all times, the provisions promulgated by the Florida Legislature, as amended from time to time, shall apply.

**I have read and understand all of the Rules promulgated by the Board of Directors of the Association and agree to abide by these Rules. I understand that any violation of the Rules can result in fines, eviction or any other remedies granted to the Board per the Documents and Local, State and Federal Statutes.**

**I further understand that falsifying any information required by the Association will result in immediate eviction, removal or rejection by the Board of Directors of the Association.**

**Dwelling Number** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Name** \_\_\_\_\_ **Date** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Name** \_\_\_\_\_ **Date** \_\_\_\_\_