

# Cresthaven Condominium Townhomes Section 5, 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 PURCHASE OR LEASE (Updated July, 2019)

Information is required on all applicants. COMPLETE ITEMS 1 TO 12 & SUBMIT AT LEAST 14 DAYS PRIOR TO CLOSING OR LEASE START DATE. **Old application packages will not be accepted, our most current application package is available online at the Sea Breeze website.**

**An in-person interview is required by the Board for all Sales & Rentals.**

**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. Information to be completed by applicant. (Pg. 3)
- \_\_\_\_\_ 2. Each applicant should complete (Pg. 4):
  - A – Acknowledgement of Association Document Set & Rules & Regulations. Review the Rules & Regulations. Sign and print your name that you have read them and agree to abide. The rules will be reviewed at the welcome meeting.
  - B – Agreement Pet Policy. Sign and print your name that you have read them and agree to abide
  - C – Authorization to Sign Up for Association Bulk Email. If you are interested in setting up for Association Bulk Email you will need to sign, date and print email address.
  - D - Emergency Contact. Provide name and phone number in case of an emergency and we are unable to reach put to you.
- \_\_\_\_\_ 3. Homeowners or buyers to complete Statement of Compliance, which states that you understand the Association is intended to provide housing for residents who are 55 years of age or older. (Pg. 5)
- \_\_\_\_\_ 4. Residential screening request & disclosure & authorization agreement to be completed by ALL applicants purchasing, renting or residing at the property. Extra copies may need to be printed. (Pgs. 6-7)
- \_\_\_\_\_ 5. Complete the Certificate of Approval. It must be signed by all applicants to reside in the unit to signify you have read and will comply with the Association Rules. Purchase: (Pg. 8) - Lease: (Pg. 9)
- \_\_\_\_\_ 6. Provide a copy of the completed Purchase or Lease Contract.
- \_\_\_\_\_ 7. Provide a copy of registration, proof of insurance and a picture for each vehicle.
- \_\_\_\_\_ 8. Provide a picture ID for each applicant (legible copy of driver's license or passport).
- \_\_\_\_\_ 9. \$100.00 **MONEY ORDER OR CASHIERS CHECK ONLY** application fee for each applicant or married couple and an additional \$100.00 fee for each additional adult listed on the application. This is a non-refundable fee made payable to **Cresthaven Condominium Townhomes Section 5, 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 Cresthaven Condominium Townhomes Section 5, Inc. **MONEY ORDER OR CASHIER'S CHECK ONLY will be accepted.**
- \_\_\_\_\_ 12. Application must be completely filled out, if not, application will be returned unapproved. All applicants must meet with the screening committee for approval. **It is critical for the interview that the applicant(s) must speak and read English or you must bring an interpreter with you.**

## **APPLICATION CRITERIA**

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

1. Application not completed in full.
2. False information provided in application.
3. Prohibited vehicles include motorcycles, vans without windows on all body panels, commercial vehicles, trucks with a passenger cab and cargo bed, agricultural vehicles, semis, tractor trailers, recreational vehicles, buses, trailers, boats, passenger automobiles that have been converted for racing, and limousines.
4. Pets are prohibited.
5. Under 55 years old not allowed.
6. An owner may rent his unit for a single period of six (6) months initially, and then revisit the lease and renter before extending the lease agreement for one (1) year.
7. A unit owner cannot own more than two (2) units at any one time.

**CURRENT INFORMATION**

(All information must be printed and readable)

**Purchase:** \_\_\_\_\_

Closing Date: \_\_\_\_\_

**Rental:** \_\_\_\_\_

Lease Term: Start \_\_\_\_\_ End \_\_\_\_\_

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

Name of Current Owner: \_\_\_\_\_

Name of Buyer/Renter(s): \_\_\_\_\_

Buyer/Renter(s) Phone Number: \_\_\_\_\_

Buyer/Renters (s) Email Address: \_\_\_\_\_

Realtor Name & Phone Number: \_\_\_\_\_

**OCCUPANT(S) INFORMATION:** Information regarding each person to reside in the unit.

Name [Print-must be legible.]                      Age                      Relationship Buyer/Renter

1. \_\_\_\_\_                      \_\_\_\_\_                      \_\_\_\_\_

2. \_\_\_\_\_                      \_\_\_\_\_                      \_\_\_\_\_

3. \_\_\_\_\_                      \_\_\_\_\_                      \_\_\_\_\_

4. \_\_\_\_\_                      \_\_\_\_\_                      \_\_\_\_\_

Have you ever been convicted of a crime? \_\_\_\_\_ Date (s): \_\_\_\_\_ Count/State convicted in: \_\_\_\_\_

Charge(s): \_\_\_\_\_

Driver's license number (Primary applicant): \_\_\_\_\_ State issued: \_\_\_\_\_

Driver's license number (Secondary applicant): \_\_\_\_\_ State issued: \_\_\_\_\_

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Color \_\_\_\_\_ Year: \_\_\_\_\_ Tag # \_\_\_\_\_ State: \_\_\_\_\_

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Color \_\_\_\_\_ Year: \_\_\_\_\_ Tag # \_\_\_\_\_ State: \_\_\_\_\_

**RESIDENCE HISTORY:** Please print full address, including unit/apt number, city, state & zip code.

Present Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Apt. or Condo Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Dates of Residency: From: \_\_\_\_\_ To: \_\_\_\_\_ Rent/Mtg Amount: \_\_\_\_\_

Own Home: \_\_\_\_\_ Parent/Family Member: \_\_\_\_\_ Rented Home: \_\_\_\_\_ Rented Apt.: \_\_\_\_\_ Other: \_\_\_\_\_

Name of Landlord: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Mortgage Holder: \_\_\_\_\_ Mortgage Number: \_\_\_\_\_ Phone: \_\_\_\_\_

Previous Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Apt. or Condo Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Dates of Residency: From: \_\_\_\_\_ to: \_\_\_\_\_ Rent/Mtg Amount: \_\_\_\_\_

Own Home: \_\_\_\_\_ Parent/Family Member: \_\_\_\_\_ Rented Home: \_\_\_\_\_ Rented Apt.: \_\_\_\_\_ Other: \_\_\_\_\_

Name of Landlord: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Mortgage Holder: \_\_\_\_\_ Mortgage Number: \_\_\_\_\_ Phone: \_\_\_\_\_

**ACKNOWLEDGMENT OF ASSOCIATION DOCUMENT SET AND  
RULES AND REGULATIONS**

I/We agree abide by the Declaration of Covenants, Articles of Incorporation, By-laws, Rules and Regulations and any Amendments thereto.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Applicant Printed Name

\_\_\_\_\_  
Applicant Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**AGREEMENT TO PET POLICY**

By signing below I attest to the fact that I have read and understand the Rules and Regulations of Cresthaven Condominium Townhomes Section 5, Inc. and furthermore state that at the present time I do not have a pet and will not have a pet at any time during my residency at Cresthaven Condominium Townhomes Section 5, Inc.

By my signature below I understand that the breaking of the pet rules will cause me to automatically be fined and that no further warning notice will be sent.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**AUTHORIZATION TO SIGN UP FOR ASSOCIATION BULK EMAIL**

Please provide your email address and sign and date if you would like to receive emails related to Association business. E-mails will be part of Association records.

\_\_\_\_\_ Yes, please provide your email address: \_\_\_\_\_

\_\_\_\_\_ No

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**EMERGENCY CONTACT**

In case of an emergency such as a water leak we would like to get emergency phone numbers. Please provide the person's name and phone number of who we can contact someone to get in touch with you.

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

STATEMENT OF COMPLIANCE

WITH CRESTHAVEN CONDOMINIUM TOWNHOMES, SECTION 5, INC., GOVERNING DOCUMENTS

I, \_\_\_\_\_, am purchasing a unit within Cresthaven Condominium Townhomes, Section 5, Inc., (hereinafter the "Association"). I understand the Association within which I am purchasing a unit is a community that contains Housing for Older Persons (hereinafter "55 and Older Community"). I have also read the Association's governing documents, including the enclosed Amendment recorded amongst the Palm Beach County Official Records at Official Records Book 6103, Page 1008 which provides for the restrictions associated with owning a unit within the Association and the restrictions related to a 55 and Older Community. I will abide by the provisions of the Association's governing documents including the aforementioned Amendment.

\_\_\_\_\_  
Homeowner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Homeowner Printed Name

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

Sea Breeze – Cresthaven COA / PO# \_\_\_\_\_

**RESIDENTIAL SCREENING REQUEST**

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

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

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

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

Tel#: \_\_\_\_\_ Cel#: \_\_\_\_\_

**Current Employer**

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

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

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.

**Cresthaven Condominium Townhomes Section 5, 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

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**CERTIFICATE OF APPROVAL**  
**For Purchase**

The undersigned authorized representative of **CRESTHAVEN CONDOMINIUM TOWNHOMES SECTION 5, INC.** hereby certifies that the proposed conveyance of the following unit has been approved as written below:

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

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

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

The above Applicant(s) as evidenced by Applicant(s) signature(s) below hereby acknowledge receipt of the Declaration of Covenants, Articles of Incorporation, By-Laws, Rules and Regulations and any amendments to the documents for the Association, and agrees to be bound by said documents.

\_\_\_\_\_  
Applicant(s) Printed Name

\_\_\_\_\_  
Applicant(s) Printed Name

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

This is to certify that the above named Applicant(s) have complied with the above statements and thereby obtained the approval of **CRESTHAVEN CONDOMINIUM TOWNHOMES SECTION 5, INC.**

By: \_\_\_\_\_ As: \_\_\_\_\_ Date: \_\_\_\_\_  
Signed on behalf of the Board of Directors



**Cresthaven Condominium Townhomes Section 5, 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

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**CERTIFICATE OF APPROVAL**  
**For Lease**

The undersigned authorized representative of **CRESTHAVEN CONDOMINIUM TOWNHOMES SECTION 5, INC.** hereby certifies that the proposed conveyance of the following unit has been approved as written below:

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

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

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

The above Applicant(s) as evidenced by Applicant(s) signature(s) below hereby acknowledges and agrees to abide by the Association Rules and Regulations.

\_\_\_\_\_  
Applicant(s) Printed Name

\_\_\_\_\_  
Applicant(s) Printed Name

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

This is to certify that the above named Applicant(s) have complied with the above statements and thereby obtained the approval of **CRESTHAVEN CONDOMINIUM TOWNHOMES SECTION 5, INC.**

By: \_\_\_\_\_ As: \_\_\_\_\_ Date: \_\_\_\_\_  
Signed on behalf of the Board of Directors

**Cresthaven Condominium Townhomes Section 5, Inc.**

2638 Gately Drive East #135

West Palm Beach, FL 33415

Phone (561-439-7472 Fax (561) 439-9992

**CRESTHAVEN CONDOMINIUM TOWNHOMES, SECTION 5, INC.**

**RULES AND REGULATIONS – REVISED AS OF MAY 1, 2011**

TO: UNIT OWNERS, TENANTS AND GUESTS

The Board of Directors has compiled the following rules and regulations, some of which presently exist in the Declaration of Condominium, the By-Laws and the Prospectus. We believe that these rules provide a minimum guide to appropriate behavior for a condominium community in which we all desire to live a pleasant and harmonious life. The Board is conscious of the need to preserve an environment which is reasonably free of restrictions and encourages individuality. At the same time, there is a need for some regulations which will encourage and protect common welfare by requiring certain standards of behavior by everyone. It is in this that we publish these rules and regulations. We ask that unit owners become acquainted with them and that they inform their guests and tenants of them, since the same standards apply to them as well.

The Board will modify and/or revise these regulations from time to time as experience dictates. These regulations do not affect other requirements mentioned in the Declaration of condominium, By-Laws and Prospectus.

**A. RECREATION FACILITIES:**

**1. CLUBHOUSE**

- a) Use of all facilities by a unit owner or their guest is at their own risk. The Association assumes no liability for any injury sustained to any persons while using the facilities.
- b) To protect the floor and furniture, wet bathing suits and bare feet are not permitted. Shirts or cover-ups must be worn as well as some type of footwear.
- c) Children under 15 years of age may not play pool. Children under 18 years of age may not attend or participate in bingo games.
- d) Persons having a special approved function may have access to the kitchen subject to the rules and regulations for the private use of the Gately facility by residents and over 55 groups.
- e) To ensure protection of common property, damage caused by unit owners or their guests is the financial responsibility of the respective unit owner.
- f) Saunas are to be used by persons over the age of 18 only. After use, please shut off and open door.
- g) All equipment, including pool table, etc. must be handled with care. Any damage to Recreation Facilities must be reported to the Board. Unit owners responsible for the damage will be held financially accountable.
- h) Children under the age of 18 are not permitted in the clubhouse without an adult in attendance.

**2. POOL AND POOL AREA**

- a) Plastic bottles containing water only may be brought to the pool area. No glass products permitted in or around the pool area. Food and beverages are allowed under roof-covered area. Residents are responsible for keeping the area clean.
- b) No rafts or other play equipment allowed in the pool. Floatation devices allowed.
- c) For sanitary purposes and to remove suntan lotions which clog pool filters, all persons must shower at the pool each time before entering the pool. Bathing caps must be worn to cover shoulder length hair.
- d) Children under 18 years of age must be accompanied by an adult when using the pool.
- e) No running, diving, or jumping into pool or any form of horseplay is not permitted in the pool or pool area.
- f) Only owners, tenants or their guests are permitted to use the pool or other clubhouse facilities.



- g) Babies may use the swimming pool as long as they have baby swimmers on and are accompanied by an adult who is at least 18 years of age.
- h) Swimming in the pool is permitted until 10:00 p.m. Residents and their guests who swim in the pool do so at their own risk.

**3. TENNIS COURTS AND SHUFFLEBOARD**

- a) No food, cans, bottles or beverages, etc., except water, are to be brought on to the tennis courts or shuffleboard courts.
- b) Common courtesy is expected of all users of these facilities. When others are waiting to play, those already playing should yield the courts after concluding their game.
- c) Shuffleboard playing surfaces should not be abused by walking, prodding or scraping.
- d) Only smooth soled tennis shoes may be worn on the tennis courts.

**4. PETS:**

- a) In the interest of the Community and to preserve the Rules and Regulations all pets residing in the community as of March 1, 2002 shall be grand-fathered in as long as they are registered with the Association no later than 3:00 PM, March 20, 2002.
- b) Tenants or visitors may not bring any pets into the community at any time whatsoever.
- c) Unit owners or tenants, in violation of this regulation will be notified by a Board Member of their violation and be given twenty-four (24) hours to remove the pet from the community. Failure to comply with this rule shall result in fines being levied in accordance with guidelines set forth in Chapter 718 of the Florida Statutes – The Condominium Act, subsection 718.303 Paragraph (3).

**B. GENERAL:**

**1. COMMON ELEMENTS**

- a) When a severe storm or hurricane warning is issued, all outside furniture & appliances must be stored in the unit until the warning no longer exist.
- b) Garbage must be enclosed in plastic bags, tied and placed outside the unit on driveway the morning of pick-up. Recycle bins may be put out after 6:00 P.M. the night before pick-up. Recycle bins must be kept inside of units and not stored anywhere outside of the unit. No garbage pails or containers may be used.
- c) No clothing, rags, mops or similar articles may be exposed, displayed or hung from any tree, appliance, window or other limited common or common element. Umbrella racks and drying racks are permitted at rear of a unit.
- d) Car repairs which involve potential damage to the roadway surface, such as changing oil or anti-freeze, battery fluid or other fluid, or chemicals are prohibited. Any damage to parking spaces, road surfaces, or concrete bumpers from these causes, or because of leakage from cars, will be considered the financial responsibility of the unit owner.
- e) No shrubs, flowers, trees or plants of any kind may be planted on the lawn, hedgerows or anywhere on condominium property without the prior written permission of the Board of Directors. If a Unit Owner wishes to plant anything in the common areas they must provide the name of the plant they wish to plant and it must be approved by the Board prior to being planted. Ficus Benjamina and Shefflera, or other Florida “Don’t Plant List Of Nuisance Trees” are not permitted
- f) No sign, advertisement, or other commercial lettering shall be exhibited, displayed, painted or affixed on or upon any part of the condominium unit or limited common elements, or other condominium property, by any unit owner or occupant. Unit owners are allowed to display religious decorations not to exceed three (3) inches wide, six (6) inches high, and 1.5 inches deep on their door or mantle.
- g) Storm or hurricane shutters are permitted with prior written permission of the Board of Directors.
- h) No commercial vehicle, boat, trailer, pick-up truck, RV or motorcycle, etc. may be parked overnight on condominium property unless special permission is granted at the discretion of the Board of Directors. If permission is granted for parking, such vehicle will be parked in a designated area for a limited time.
- i) Flower pots are permitted on the apron only, with a maximum of two (2) in front and/or back. These must removed or secured if a hurricane or serious storm threatens.
- j) Hoses may be hung either in the front, side, or the rear of the unit.



- k) Wreaths may be displayed on doors but must be taken down in the event of a hurricane. Holiday lights may be put up after Thanksgiving and must be taken down no later than January 10<sup>th</sup> of the following year. Lawn displays are permitted during the same time period
- l) Residents and their guests may not park their vehicles on any common grass areas.
- m) Water Softeners may not be installed outside of units.

**2. GENERAL BEHAVIOR**

- a) All unit owners, tenants and guests are expected to avoid behavior or actions which disturb or interfere with the comfort and rights of others. Loud noises from TV or radio, or from parties after 11:00 PM are to be discouraged.

**C. UNIT RENTALS AND SALES**

- a) A unit owner may rent his unit for a single period of six (6) months initially, and then revisiting the lease and the renters before extending the rental agreement to one (1) year. A rental or lease must be approved by the board prior to such rental or lease. Unit sales must also be approved by the board of directors prior to such sale. In each case the appropriate forms must be obtained from the office. A unit owner in Gately can not own no more than two (2) units at any one time.
- b) Any unit owner who sells or leases his unit to either a buyer or lessee and allows them to move into the unit prior to their interview will be fined \$100.00 per day for every day the buyer/lessee occupies the unit prior to the interview. No exceptions.

**D. GUESTS**

- a) The Board of Directors must be notified in advance if guests will occupy units, especially if Unit owner is not present when guests are visiting the Unit. If the Board is not notified that guests are occupying a Unit, guest vehicles will be towed at the Unit owners expense.
- b) Guest parking is at the clubhouse only and not in front of Unit owners parking spaces without unit owner's permission.

**E. ENFORCEMENT**

- a) 718.303, sub paragraph (3) of the Florida Statutes, also known as the Condominium Act, clearly states that the Association may levy a fine against the unit owner or its occupant, licensee, or invitee for failure to comply with any provisions of the Declaration, the Association By- Laws, or reasonable rules & regulations of the Association.
- b) Any unit owner, or it's occupant, licensee, or invitee who violates any provisions of our declaration, the Association By-Laws or our rules and regulations will be notified by mail or hand delivery stating the violation and will be given a reasonable time to correct the violation. Should the violation not be corrected in the time allotted, the unit owner will be given notice of a hearing regarding the violation.
- c) The hearing must be held before a committee of other unit owners who are neither Board Members nor persons residing in a Board Member's household. If the committee does not agree with the fine or suspension, the fine or suspension may not be levied or imposed.

The Board of Directors  
Cresthaven Condominium Townhomes, Section 5, Inc.

RETURN TO:

This Instrument prepared by:  
SHARON A. WEGER, ESQ.  
BECKER, POLIAKOFF & STREITFELD, P.A.  
REFLECTIONS BUILDING  
450 AUSTRALIAN AVENUE SOUTH, SUITE 720  
WEST PALM BEACH, FLORIDA 33401

JUN-20-1989 11:00am 89-173487

ORB 6103 Ps 1008

**CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM  
FOR CRESTHAVEN CONDOMINIUM TOWNHOMES, SECTION 5**

WHEREAS, the Declaration of Condominium for CRESTHAVEN CONDOMINIUM TOWNHOMES, SECTION 5 has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 3610 at Page 0614; and

WHEREAS, at a duly called and noticed meeting of the membership of CRESTHAVEN CONDOMINIUM TOWNHOMES SECTION 5, INC., a Florida not-for-profit corporation, held on June 1, 1989, the aforementioned Declaration was amended pursuant to the provisions of said Declaration.

NOW, THEREFORE, the undersigned hereby certify that the following amendment to the Declaration is a true and correct copy of the amendment to the Declaration of Condominium, as amended by the membership:

**AMENDMENT TO ARTICLE XIII  
OF THE DECLARATION OF CONDOMINIUM  
FOR CRESTHAVEN CONDOMINIUM TOWNHOMES  
SECTION 5**

(additions indicated by underlining;  
deletions indicated by "----")

**USE AND OCCUPANCY**

The owner of a unit shall occupy and use his apartment unit as a single family private dwelling for himself and the adult members of his family and his social guests, and for no other purpose. Inasmuch as Cresthaven Condominium Townhomes Section 5 is designed and intended as a community to provide housing for residents who are fifty-five (55) years of age or older, no permanent member of a family under twenty (20) years of age shall be permitted to reside in any of the units or rooms thereof in this Condominium except that guests of any age may be permitted to visit and temporarily reside therein for reasonable periods of time. Adult guests may visit and temporarily reside at the Condominium for not more than ninety (90) days cumulatively per calendar year. Guests who are children under the age of twenty (20) may visit and temporarily reside at the Condominium for not more than thirty (30) days cumulatively per calendar year. The Board of Directors, in its sole discretion, shall have the right to establish hardship exceptions to permit guests to visit and temporarily reside at the Condominium for periods beyond the aforesaid limitations. No permanent occupancy of any unit shall be permitted by an individual between the ages of twenty (20) and fifty-five (55). Notwithstanding same, the Board in its sole discretion shall have the right to establish hardship exceptions to permit individuals including, but not limited to heirs, devisees and spouses of existing owners between the ages of twenty (20) and fifty-five (55) to permanently reside in the community, providing that said exceptions shall not be permitted in situations where the granting of a hardship exception would result in less than 80% of the units in the condominium community having less than one permanent resident fifty-five (55) years of age or older, it being the intent that at least 80% of the units

shall at all times have at least one permanent resident fifty-five (55) years of age or older. The Board of Directors shall establish policies and procedures for the purpose of assuring that the foregoing required percentages of adult occupancy are maintained at all times. The Board, or its designee, shall have the sole and absolute authority to deny occupancy of a unit by any person(s) who would thereby create a violation of the aforesaid percentages of adult occupancy. Permanent occupancy or residency shall be defined in the Rules and Regulations of the Association as may be promulgated by the Board. ...

WITNESS my signature hereto this 8 day of June 1989, at West Palm Beach, Palm Beach County, Florida.

CRESTHAVEN CONDOMINIUM TOWNSHIPS SECTION 5, INC.

Cynthia Kay  
Witness

By: Sidney Lannon  
Sidney Lannon President

Cynthia Kay  
Witness

Attest: Rhoda S. Kashmann  
Rhoda S. Kashmann Secretary

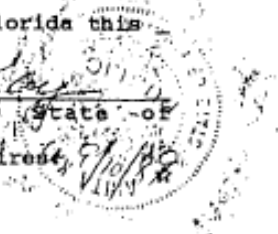


STATE OF FLORIDA )  
COUNTY OF PALM BEACH ) SS.

I HEREBY CERTIFY that on this day before me personally appeared Sidney Lannon and Rhoda S. Kashmann, the President and Secretary, respectively, of the foregoing corporation, known to me personally to be such, and they severally acknowledged to me that the said certificate is the free and voluntary act and deed of them, and each of them, each for himself and not for the other, and that the facts therein stated are truly set forth.

Dated at West Palm Beach, Palm Beach County, Florida this 8 day of June, 1989

Cynthia Kay  
Notary Public, State of Florida at Large  
My commission expires 11/10/89



RECORD VERIFIED  
PALM BEACH COUNTY, FLA.  
JOHN B. DUNKLE  
CLERK CIRCUIT COURT

LAW OFFICES  
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