Embassy Park Condominium 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

Sales /Lease Application

(updated 4/2020)

Information is required on all applicants. COMPLETE ITEMS 1 TO 9 & SUBMIT AT LEAST 15 DAYS PRIOR TO CLOSING/LEASE START 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 THIS 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.
Please do not staple the application together.

- ☐ 1. Fill in the section of the application package. (pg. 2 - 5)
- Select 2. RENTERS ONLY: Each applicant to sign the Certificate of Approval. (pg. 6)
  BUYERS will receive their Certificate of Approval at the interview.
- Select 3. BUYERS ONLY: Complete Pet Registration Form for Owners. (pg. 7)
- ☐ 4. Complete Acknowledgement which include Receipt of Rules and Regulations of the Association. (pg. 7)
- ☐ 5. Submit a Credit score and Criminal Background Report for all Buyers or Tenants and all occupants 18 years of age and older.
- ☐ 6. Provide a copy of the executed sales contract or lease agreement.
- ☐ 7. Provide a copy of the vehicle registration. If the vehicle registration is not in your name, provide a note to explain the situation.
- ☐ 8. Provide a picture ID for each adult (18 and over) resident (legible copy of driver's license or passport).
- ☐ 9. Submit $50.00 per application for a non-refundable administrative fee payable to **Sea Breeze CMS, Inc. MONEY ORDER OR CASHIERS CHECK ONLY**.

No persons other than those listed on this Application will reside in the Unit and Applicant(s) and Owner(s) agree that anyone moving into the Unit at a later date will be required to submit an application to the Association.

Application must be completely filled out, or it will be RETURNED for the missing information. An in-person Interview only is required prior to approval. **It is critical for the interview that occupant(s) speak and read English or you must bring an interpreter with you.**

Application Criteria

1. No pets permitted for leased properties.
2. Owners are permitted one (1) pet per home.
3. No trucks, motorcycles, recreational commercial vehicles, only passenger vehicles.
4. Vehicle is no longer than 220 inches with maximum height of 75 inches.
5. Each home is permitted only 2 spaces.
6. Lease Only: No lease may be made for less than three months.
7. Lease Only: No more than three leases per a twelve-month consecutive period is permitted.

Gate System:

When you have visitors, they will dial your code from the entry gate, it will ring through to the telephone number that you have provided us with. If you wish to let your visitors in press number nine (9) on your telephone and then hang up. You can use any number, such as home, work or cell number.

The telephone number we will be: _____

CURRENT INFORMATION

(All information must be printed and readable)

Embassy Park Address: _____

Name of Current Owner & Phone Number: _____

Name of Applicant(s): _____

Applicant(s) Phone Number: _____

Applicant(s) Email Address_____

Closing Date: _____ Lease Start Date _____ End Date _____

Realtor Phone Number & Name: _____

1st Applicant - Print Name: _____

Have you ever been arrested for or convicted of a felony? Yes ☐ No ☐

Have you ever left owing money to an owner or landlord? Yes ☐ No ☐

Present Employer: _____ City & Street: _____ Phone: _____

Position: _____ Dates Employed: _____ to _____ Income: _____

Previous Employer: _____ City & Street: _____ Phone: _____

Position: _____ Dates Employed: _____ to _____ Income: _____

List any additional income: _____

2nd Applicant - Print Name: _____

Have you ever been arrested for or convicted of a felony? Yes ☐ No ☐

Have you ever left owing money to an owner or landlord? Yes ☐ No ☐

Present Employer: _____ City & Street: _____ Phone: _____

Position: _____ Dates Employed: _____ to _____ Income: _____

Previous Employer: _____ City & Street: _____ Phone: _____

Position: _____ Dates Employed: _____ to _____ Income: _____

List any additional income: _____

3rd Applicant - Print Name: _____

Have you ever been arrested for or convicted of a felony? Yes ☐ No ☐

Have you ever left owing money to an owner or landlord? Yes ☐ No ☐

Present Employer: _____ City & Street: _____ Phone: _____

Position: _____ Dates Employed: _____ to _____ Income: _____

Previous Employer: _____ City & Street: _____ Phone: _____

Position: _____ Dates Employed: _____ to _____ Income: _____

List any additional income: _____

APPLICATION FOR OCCUPANCY

Information regarding each person to live in the unit. (including children)

Name [Print-must be readable] Age Relationship to Applicant

1. _____ _____ _____

2. _____ _____ _____

3. _____ _____ _____

4. _____ _____ _____

LICENSED DRIVERS: **To be residing in the community**

Name: _____ License # _____ State: _____

Name: _____ License # _____ State: _____

VEHICLES: **NO TRUCKS PERMITTED**

Make & Model of Vehicle	License Number	Color	State Registered

EMERGENCY CONTACTS:
In case of Emergency notify: _____ Relationship: _____

Address: _____Phone: _____

Authorization of Release of Information: Applicant(s) represents that all of the above information and statements on the application for rental are true and complete, and hereby authorizes verification of any and all information relating to residential history (rental or mortgage), employment history, criminal history records, court records. This application must be signed before it can be processed by management. Applicant(s) acknowledges that false or omitted information herein may constitute grounds for rejection.

Applicants Signature _____ Date _____

Applicants Signature _____ Date _____

Applicants Signature _____ Date _____

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Written Consent to Receive Official Notices by Electronic Transmission

I, _____, as an owner of the following property
(print name)

Community Name: Embassy Park COA, Inc.._____

Community Address: _____

and on behalf of all the owners of the property hereby provide Written Consent to receive all Official Notices from the Association by Electronic Transmission to the following email address.

Email Address: _____

NOTE: I understand that I am responsible to ensure such Electronic Transmissions are not blocked by a spam filter or other type of filter. I further understand that notwithstanding such opt-in the Association may, from time to time, still provide notices to me via U.S. mail at my official mailing address maintained with the Association.

_____ _____
Signature Date

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CERTIFICATE OF APPROVAL FOR LEASE

The undersigned authorized representative of **EMBASSY PARK COA, INC.** here by certifies that the proposed conveyance of the following unit has been approved as written below:

Unit Number: _____Unit Address: _____

Owner(s): _____

Renter(s): _____

The above Renter as evidenced by Renter 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. Upon closing of the unit, Buyer(s) understands that it is the responsibility of the Buyer(s) to furnish the Association with a recorded copy of the deed of conveyance indicating the Buyer(s) mailing address for all future assessments and correspondence from the Association.

_____	_____
Renter (s) Printed Name	Renter (s) Printed Name
_____	_____
Renter(s) Signature	Renter(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 **EMBASSY PARK COA, INC.**

By:_____ As:_____ Date:_____
On behalf of the Board of Directors

Pet Registration Form for Owners

Fill in the blanks. Submit a recent picture of each pet. Sign and date acknowledgement.

Unit Owner _____

Unit #_____ Address_____ Phone #_____

Type of pets; Select Other (specify)_____

Veterinarian's Name_____ Veterinarian's Phone # _____

Pet Name _____ Pet Age_____ Pet Current Weight_____

Pet License/ Tag Number_____ Pets Estimated Maximum Weight at Maturity_____

Please attach recent photo of pet here

Please list pet's rabies shot record below

_____
_____
_____
_____
_____
_____

I am aware of the Association's Rules, Regulations and Restrictions regarding pet's on property and agree to abide by them.

Unit/ Pet Owner's Signature_____ Date_____

Acknowledgment

I/We agree to abide by the Declaration of Covenants, Articles of Incorporation, By-laws, rules and regulations and any Amendments there to. I/We have received a copy of the rules and regulations.

Applicants Signature	Applicants Signature
Applicants Printed Name	Applicants Printed Name
Date	Date

EMBASSY PARK CONDOMINIUM
RULES AND REGULATIONS

1/12/2016

NOW, FOR THE BENEFIT OF THE CONDOMINIUM, THE FOLLOWING 'RULES AND REGULATIONS' AS ARE PROMULGATED HEREIN WILL BE ENFORCEABLE EFFECTIVE 12 JANUARY 2016, AS FOLLOWS:

1. CONDOMINIUM'S GOVERNING DOCUMENTS; INSPECTION OF OFFICIAL RECORDS:

   a. The property known as "Embassy Park", a 'Condominium' (the 'Condominium') is a validly constituted condominium project governed by applicable federal, state, municipal, local, and agency statutes and regulations. Additionally, recorded in the public records of Palm Beach County, are Declarations of Condominium, Articles of Incorporation, Survey Exhibit, and By Laws all governing the property and its 'Use and Occupancy' rights therein (the "Condominium Documents"). Within the Condominium Documents is the authority for the Board of Directors of the Condominium (the "Board") to promulgate "Rules and Regulation", further proscribing means and methods for day to day administration of activities within the Condominium.

   b. The Rules and Regulations as detailed herein are effective as of the above date. These Rules and Regulations supplement and do not modify the Condominium Documents; and in the condition of an inconsistency the Condominium Documents govern. Definitions herein are generally identified with "quotation" marks and are meant to be consistent with the Condominium Documents.

   c. All Unit Owners and Occupying Parties (below defined), their family members, quests, invitees, employees, contractors, sub-contractors, agents, affiliated transients, and/or other parties within the property of the Condominium are subject to and governed by the Condominium Documents and Rules and Regulations. Such documents are subject to change from time to time, in the sole discretion of the authorized authority. It is the responsibility of any and all affected parties to be knowledgeable as to the most current Rules and Regulations.

   d. The Condominium is managed by the Embassy Park Condominium Association, Inc. (the "Association"). Per the Condominium Documents day to day management is affected through the actions of an elected Board. Board members, officers, members of committees, etc. are volunteers and not paid for their service.

   e. Official Association Documents and records are available to Association Members for review in conformance with the Condominium Documents and applicable state statutes. It is the intention of the Association to comply with the State of Florida Statutes; and a longstanding Association policy is to allow Membership total access to all Board meetings, official records, and other Association Documentations. Copies of official Documents are available at the expense of the requestor.

   f. Interested parties can obtain copies of the Condominium Documents and/or Rules and Regulations by downloading from public internet sites and/or the Sea Breeze Website. You can also stop by the Sea Breeze office with $50 in cash to request they print out the Document Set for you.

2. OCCUPANCY; TRANSFERS; SCREENING COMMITTEE; APPROVALS:

   a. Embassy Park for purposes of occupancy is designated as consisting of unit dwellings within a multi- family community. Compliance with the West Palm Beach ordinance – Housing Code Article IV, is determining for the maximum occupancy allowed. For purposes of administration by the Association a family unit dwelling shall not be occupied by more persons than allowed by the West Palm Beach code, each of these persons occupying the whole of the dwelling unit as a single housekeeping unit (the "Occupying Parties").

   b. The Board has created a transfer of ownership, leasing, and occupancy approval procedure ("Occupancy Approval Procedure") implemented by a Board appointed "Screening Committee", wherein Occupying Parties have a formal method for obtaining a 'Certificate of Approval' from the Association, all per the Condominium Documents.

   c. Adult Occupying Parties and/or Unit Owners, as a condition for securing approval to occupy, change occupancy, lease, and/or secure 'Approval of Transfer' or 'Disapproval of the Association', all per the Condominium Documents, must submit at least 15 days prior to meeting with the Screening Committee, a fully completed application inclusive of ancillary forms and documentation (the "Occupancy Application"). The Occupancy Application Form is available on the Sea Breeze website for your convenience. Upon receipt of fully completed Occupancy Application and completion of a background and credit check, the Screening Committee will schedule each adult Occupying Party for an interview. The Screening Committee's written approval in the form of a Certificate of Approval is a precondition for transfer of ownership, leasing, and/or a change of occupancy by a Unit Owner and/or Occupying Party.

   d. To assist in maintaining security, the Association must be notified via email to: admin@seabreezecms.com. as to the dates and length of stay of each guest, invitee, etc. which is to stay at a unit for in excess of a 30-day period within a 365-day period. Each party which remains longer than the specified 30-day period shall be considered as an Occupying Party, and as such subject to the City's occupancy limitations and must complete the screening process herein detailed, paying the $50 application fee to Sea Breeze and completing the Occupancy Approval Procedure.

e. Extension of leases shall require a submission of new Occupancy Application Forms for each adult in combination with a screening process (but not an additional fee), except if Occupying Parties are changed.

f. Upon sale of their unit, lease, or other transfer of a unit's occupancy, the Unit Owner must provide buyer with a copy of the Condominium Documents and Rules and Regulations. The Unit Owner shall provide Occupying Parties with pool, mailbox keys, any remote gate controllers, and any additional equipment as might be unique to that unit. Mailbox keys are provided by the Post Office for a charge.

g. An 'Unauthorized Transaction' as defined in the Condominium Documents is strictly prohibited, and for the period of the Unauthorized Transaction, will be subject to a fine of $100.00 for each 10-day period (in whole or part months) of the Unauthorized Transaction.

h. If a unit is occupied by an unapproved party, such Unauthorized Transaction will be subject to a fine of $100.00 for each 10-day period (in whole or part months) of the occupancy of the unapproved party.

3. LEASES; OTHER OCCUPANCY APPROVAL:

a. Leases and other occupancy approvals are administered and subject to the Occupancy Approval Procedure above detailed.

b. Approval for transient or lessee Occupying Party is given for a specific unit and a specific time period, not to exceed one year, whereupon, a request for re-approval must be submitted and obtained. Occupancy past the approval date is an Unauthorized Transaction and, therefore, subject to the fines per Section 2 herein.

c. No lease shall be made for a term of less than 3 months and no more than three leases per twelve-month consecutive period is permitted.

d. Assignment of a lease or other occupancy arrangement without Board authorization is an Unauthorized Transaction and, therefore, subject to the fines per Section 2 herein.

4. PETS

a. Unit Owners are approved for no more than one pet per dwelling**.** A pet shall mean either a dog or cat, such pet being twenty-five (25) pounds or less. All pets must be declared to the Association either at time of submitting the Occupancy Application, or upon a change of an approved pet or situation.

b. If any other type, weight, and/or number of domestic animal is to domicile with the Occupying Parties, its approval must be obtained from the Board, which approval is in the sole discretion of the Board.

c. Lessees, guests, and/or other transient Occupying Parties are not permitted, except with the specific approval of the Board, to have a resident pet, which approval shall be in the sole discretion of the Board

d. All pets must have applicable shots with proof in the form of a Certificate of Health from a licensed source to be allowed within the Condominium property.

e. In the situation of a pet's second human bite within the Condominium property that pet must be removed from the property and shall no longer be allowed within the Condominium property.

f. Pets outside the courtyards shall be on a leash. Parties walking pets are required at all times to clean up after pets.

g. Pets running loose will be reported to the West Palm Beach Police Department and/or Animal Care and Control for impound.

h. All of the Association's expenses for clean-up, locating, or identifying an offending unit's pet shall be at the offending party's expense. Uncollected waste shall be subject to a fine of $25/incident.

i. Animals and/or pets found to be in violation of the size, occupancy, geographical limitations, or other approval requirements shall be subject to fine of $100/pet for each 10-day period, in whole or part, for the period such pet shall remain within the Condominium property.

5. MOTOR VEHICLES; RESIDENT PARKING:

a. Only vehicles designed by the manufacturer as a passenger vehicle are allowed in assigned parking spaces. Passenger vans must have factory installed seats, front and rear, with factory installed viewing windows, front and rear, as far back as seats are installed.

b. Trucks, commercial vehicles, commercial vans, motorcycles, boats, trailers, motor homes, buses, all- terrain vehicles, and motorized bicycles may not park within the confines of the Condominium property, including courtyards. Parking on the circulation roadway is prohibited.

c. Unregistered vehicles may not be kept within the Condominium's property. Parking or driving on grassed areas is strictly prohibited. No vehicle maintenance shall be done in the parking areas except minor repairs such as tire changing or battery replacement. All vehicles must be maintained in good working order so they do not become an eyesore in the community. The Board shall be the final authority in such determinations.

d. Each unit within the Condominium has two assigned parking spots located within the Common Elements. Occupying Parties' vehicle(s) must be parked in the Unit Owner's assigned numbered parking spaces. Occupying Parties with more than 2 vehicles must make arrangements with another Unit Owner(s) as to parking excess vehicles, else act to park excess vehicles offsite.

e. Guests, invitees, etc. may not park for a period to exceed 48 hours within a 30-day period in designated Common Element Guest parking spots without Board approval, which approval is at the sole discretion of the Board.

f. Vehicles not in compliance with assigned parking spots, vehicles that are parked for extended periods of time in Guest parking spots, or otherwise in violation of vehicular use-limitation will be tagged and subject to towing. Additionally, 24 hours after the first warning of being posted-tagging, unauthorized or other improper vehicle activities will be subject to fine of $25/day.

6. GATE PROTOCOL; GATE CONTROLLERS; SECURITY CAMERAS:

a. Each Unit Owner has been supplied with two remote gate entrance controllers. Each gate controller has a unique ID assigned, which ID # is programmed into the entrance gate master controller. It is the responsibility of the Unit Owner to transfer any and all such remote gate entrance controllers to any successor approved Occupying Parties.

b. Each Unit Owner has been supplied with a unique 4-digit ID number for manual use in opening the central gates. Upon transfer of a unit's occupancy such unique number shall be deleted from the master controller and no longer available to open the gate. Upon Approval of Transfer the successor Occupying Parties shall be assigned a new 4-digit unique code capable to open the gate.

c. If a Unit Owner loses or wishes to purchase additional remote gate controller such Unit Owner shall make application to the Board identifying existing remote controllers and lost remote controllers. New controllers are available at Sea Breeze for $40 inclusive of reprogramming the code into the master controller.

d. Gate codes and controllers are not to be given out to third parties and are for the sole use of Occupying Parties. Gate codes and controllers that have been given out to unauthorized parties will be deprogrammed from the master gate controller.

e. Each unit shall provide a local area code phone number for programming into the master control box center island. To enter the property the guest, invitees, etc. will be expected to make a call from the call box. To remotely open the gate from the touch tone pad, enter # followed by the 4-digit code and the gate will open to allow entry.

f. The cost for entry of this phone number into the master gate controller is included in the application fee

g. Gates and entrances are monitored by security cameras. Any and all cost to investigate, bring legal action, and complete repairs from damage to a gate or entrance shall be at the expense to the offending parties.

h. The auto gates are limited to vehicular entry and exit. Persons entering and exiting the Condominium property on foot are expected to use the individual gate entrance opening along Embassy Drive.

i. Offending parties scaling the gates, forcing the gates open, ramming the gates, and/or otherwise abusing or causing damage to the gates will be responsible for any and all costs to investigate, bring legal actions, complete repairs, reprogram, or otherwise place back into service the gates.

j. Abuse of use or damage of the gates by an offending party shall be subject to a fined $100 per incident.

7. HURRICANE SHUTTERS; EXTERIOR ATTACHMENTS TO A BUILDING:

a. Prior to the construction or installation of hurricane shutters, approval must be obtained from local building authorities and coordinated through notification of the Board. Unapproved installations or ones not meeting restrictions may be cause for the Board to require alteration or dismantling of such illegal items.

b. No fixtures may be attached to the building, or drilled in the structure of a building, which fixture or application would compromise the integrity of the building. Improper building fixtures will be removed at the Unit Owner's expense.

8. TRASH

a. All trash must be placed in securely tied plastic bags before being placed in a dumpster. Only items that fit into the dumpster will be placed in dumpsters. Trash shall not be left adjacent to a trash dumpster or enclosure.

b. No vegetation clippings, tree trimmings, demolition debris, construction materials, furniture, mattresses, and other refuge may be placed in or about a dumpster or enclosure.

c. Large items, vegetation clippings, tree trimmings, demolition debris, construction materials, furniture, mattresses, and other such refuge shall be removed by the offending party involved from the Condominium's property to the City Dump, west on 45th Street (open Sundays).

d. Trash, vegetation clippings, tree trimmings, demolition debris, construction materials, furniture, mattresses, garbage, refuge, etc. improperly placed on or in a dumpster or enclosure will immediately be removed by the offending party. If such materials are not removed, they will be removed by a third-party service, and the offending party shall be responsible for cost to remove, hauling, haul, and dump fees and, additionally, subject to a fine of $100 per occurrence.

e. If the City of West Palm Beach, or the Association, shall require that recyclable materials be separately deposited, it shall be the depositing Parties responsible to comply. Any fines to, expense and/or other cost to the Association created by or the consequences of shall be the offending party financial responsibility.

9. SWIMMING POOL

a. The swimming pool requires a special key which is available from the Association upon payment of key fee of $40.00. Only one key is issued per unit. Replacement or additional key shall at the specific item expense of $40.00. It is the Unit Owner's responsibility to provide the Occupying Parties the key.

b. Pool rules are posted and enforced. Please note that rubber rafts and large pool toys are prohibited, due to lack of space in the pool. Excessive noise or rowdy behavior at the pool shall result in loss of pool privileges and specific costs. To avoid trespassing, please keep gate closed at all times and only admit persons you can personally identify. No child under the age of 18 is allowed at the pool without adult supervision and children not yet 'potty' trained without wearing pool approved pants are prohibited from the pool. No pets at the pool!!!

c. If the pool water is contaminated the offending party shall be responsible for any and all costs to clean and/or restore the pool to sanitary and useable conditions.

d. If bathrooms and the pool deck areas at the pool are contaminated or soiled, the offending party shall be responsible for any and all costs to clean and/or restore the areas to sanitary and useable conditions.

e. Offending parties may be subject to a fine $100 per occurrence.

10. QUIET ENJOYMENT: One of the primary missions of the Board is the consistent administration of Condominium Documents and Rules and Regulations, all to prompt quiet enjoyment within the Condominium property. As guidelines, but not limited to, the following shall be enforced:

a. No resident shall make or permit any disturbance that will interfere with the rights of others, their comfort or convenience, or quiet enjoyment of their unit. This applies particularly to loud playing of televisions or stereos in units, courtyards or common areas. After 10:00 pm, the Association may notify the Police Department.

b. Articles, rugs, clothes, towels, etc. may not be hung on fences or balconies above fence height. Signs, except related to unit identification, mat not be displayed anywhere within the Condominium. Barbeque grills must be kept and used inside the courtyard enclosures. Bicycles, toys, or other clutter shall not be left outside the courtyards ever.

c. Residents are encouraged to beautify their interior courtyards and premises with annual flowers. However, plants or changes to the Common Elements outside the courtyards must have Board's prior approval. Vegetation within a courtyard shall not be higher than the courtyard fence. Unit Owners may make application to the Board seeking approval of to sustain vegetation above the height of the fence, where granting such Board approval shall be at the sole discretion of the Board with the Unit Owner in writing indemnifying and holding harmless the Condominium, the Association, and the Board, further agreeing to be the ongoing responsible party for any and all damage, direct or consequential, to common elements and/or other Unit Owner's property.

d. It is the policy of the Association to encourage removal from the Condominium property invasive plant and tree species. Unit owners are encouraged to remove such species from the interior of their courtyards.

e. Complaints regarding sprinklers, lighting, common grounds, security, infractions by other residents, etc. shall be made in writing to the Association via email to: admin@seabreezecms.com. Emergencies should also be reported immediately.

f. Offending party shall be responsible for any and all costs of enforcement. Offending Parties may be subject to a fine $100 per occurrence.

11. MAINTENANCE RESPONSIBILITIES:

a. Association responsibilities are limited to Common Elements generally being: entrance gates, fences, roofs, landscaping in common areas (except when planted by owner/resident), pool, roads, parking lot, outdoor lighting, common areas plumbing and water distribution (prior to unit shutoffs or waste tie in's), dumpsters, outside pest control, and irrigation.

b. Unit Owner responsibilities are for their individual unit and their Limited Common Elements generally being: patio enclosures and its foliage trimming, windows, interior plasterboard and amenities, fixtures, cabinets, plumbing, water distribution under-slab and into the unit, electrical, A/C & heating, cosmetic interior improvements and furnishings, etc. Generally, any and all improvements, equipment, fixtures, etc. that provide services for the individual unit are Unit Owner's responsibility.

c. The Condominium Documents are definitive as to the breakdown of responsibilities and proscribes actions which the Association may take if the Unit Owner fails to satisfy its obligations.

12. COMMON ELEMENTS; PROPERTY SECURITY:

a. The common areas and elements are for use and enjoyment of all Unit Owners, Occupying Parties, guests, and invitees; such use is not to be abused; and any damage resulting from abuse of the areas will be the responsibility of the offending parties.

b. Offending guests shall be responsible for incidental inflicted damage, both direct and consequential as to result, to

common elements and third-party unit owner's property. Any such damage, purposeful or not, will result in legal action by the Board with actions for recovering the costs and expenses of repairs, legal fees, collection fees, investigation actions, and all expenses, at any level, incurred by the Association or otherwise adversely affected third parties.

c. In the condition of a deficiency in common element causing, or potentially causing, damage to a unit please notify the Association as soon as possible. The Association in cooperation will investigate such condition to determine the principal responsible party (e.g. a roof leak caused by defective roof, versus or caused by a leaking HVAC unit). If the condition is the primary consequence of a deficient common element then Association shall bear the cost of investigation and repair, but not the consequential damages. In the situation that the deficiency in not within a common element then the unit owner shall be responsible for the costs of investigation and repair.

d. Security cameras and recording devices are installed in various location within the Condominium property. All persons transiting the Condominium property are advised that they are subject to being recorded for purposes of security and promoting quiet enjoyment within the Condominium property. All parties are on notice that such recorded footage shall be determinate in imposing fines, and may be shared with law enforcement and other authorities.

e. Unit owners suspecting a deficiency or unsafe condition in a common element are encouraged to promptly notify the Association as soon as possible.

f. Damage to common element in the condition of an act of abuse, vandalism, and/or malicious intent shall, additionally, be subject to a fine not to exceed $100/incident.

13. IMPOSITION AND ADMINISTRATION OF FINES:

a. The Board herein these Rules and Regulation has detailed potential fines as may be assessed by the Board, in its sole discretion.

b. The Board, herein these Rules and Regulations, has in accordance with Florida statutes 718.303(3), as may be amended from time to time, constituted a Fine's Administration Committee.

c. The purpose of this Committee shall be per statutes and generally shall be to function as the independent arbitrator as to the Board's assessment of a fine or suspension of a Unit Owner.

d. Unit Owners, Occupying Parties, and their offending family members, guests, invites, agents, employees, contractors, subcontractors, etc., jointly and severally, in the sole discretion of the Board, shall be subject to actions for administration and collection of fines as detailed herein, all in accordance with applicable Florida statutes

14. ASSESSMENT; LIABILITY, LIEN; AND ENFORCEMENT:

a. Assessments and special assessments are due and payable by a Unit Owner as the unit's portion for common expenses. These assessments are generally used to pay for: water, insurance, common electric, pool maintenance, gate maintenance, lawn maintenance, common element maintenance, and other items within the annual budget, as well as to accrue Reserves for future replacements. Without fully collecting the assessments common charges cannot be paid, and the Association has the obligation to take actions to collect unpaid assessments.

b. Assessments are due and payable quarterly not later than the 15th day of the applicable quarter. Assessment received after the 15th are late and subject to a $25 late fee.

c. If the quarter assessment has not been received by the Association not later than 30 days from the first day of the quarter when due then such Unit Owner may, in the sole discretion of the Board, be referred either to a collection agency or Association's attorney for collection actions. Any and all expenses of collection and legal actions shall be the Unit owner's responsibility. The Board additional has the right to accelerate for any unit in default of making assessment payments any remaining quarterly assessments as might be due for a year. Such action shall be in the sole discretion of the Board.

d. Any and all expenses of collection, legal activities and proceedings, at any and all level, for collection of assessments, special assessments, fees, expenses at a unit level, etc. shall be the responsibility of the Unit Owner of the corresponding violating party; and shall be assessed against this Unit Owner. Further, if the violating unit is leased, the Association will petition the court for assignment of rent from violating unit.

e. Any amount owed or assessed against a unit, together with payment of all collection and legal cost, shall be the responsibility of the Unit Owner and the offending parties. Where necessary, enforcement via legal action will be inclusive of eviction of any and all unapproved occupants. Further, the Association in accordance with Condominium Documents and state statues shall act to place a lien on the unit. Any and all such actions shall be in the sole discretion of the Board

f. The Board, at its discretion, may commence legal action against the Unit Owner and offending parties to secure eviction and recover court costs.

g. For purposes of enforcement, damage, abuse, malicious actions, vandalism, etc., and the recovery of any and all of the Association's costs and expenses, including legal, direct, indirect, or consequential, related thereto, the offending parties shall include at the sole discretion of the Board, jointly and severally, the Unit Owners, Occupying Parties, and their offending family members, quests, invitees, employees, contractors, sub-contractors, agents,

affiliated transients, and/or other parties.

City of West Palm Beach Dumpster Rules

Trash is picked up by the City of West Palm Beach twice a week: On Tuesday and Friday.

FYI, here are the rules regarding that pickup:

-The container must not be loaded past lid closing capacity and it must not be packed so tightly that it will not tumble easily out of the container

-Nothing can be put into the container that will prevent other items inside from falling out.

-Building materials – large pieces of wood, plaster, concrete, mattresses, furniture, tires of any kind, pallets, drums, and other bulky items must **NOT** be put into the container.

-Hazardous waste must not be placed inside dumpster containers.

-Dead animals must not be placed inside dumpster containers.

-Commercial refuse must be drained of all liquids before being placed for collection.

-**ALL** wet garbage, food materials, and sawdust must be placed in a securely tied plastic bag before being placed inside the container to prevent unsanitary conditions and avoid strewn or blown around refuse. It is the customer's responsibility to keep the inside of the dumpster free of spilled liquids and garbage.

-Additional material placed beside the container will be left if there is no one at the service location to reload the container for an extra collection at that time.

For a complete guide to figure out what waste is allowed and what is hazardous see link below

http://wpb.org/Departments/Engineering-Public-Works/Sanitation/A-Z-on-Waste-Disposal-Recycling

Initial _____

Initial _____

Initial _____

ARE YOU RENTING YOUR PROPERTY?

Did you know that all rental properties in the City of West Palm Beach require a rental tax receipt?

Let the Development Services Team help you get your rental tax receipt and avoid possible penalties and code violations.

No need to worry…. It's easy!

Go online to find the application and fee schedule at
www.wpb.org/Departments/Development-Services/Forms/Rental-Tax-Forms

You can mail your application in or visit us at City Hall located at:
401 Clematis Street 1st Floor
Questions call: 561-805-6700 or
Email: DS@WPB.org