Village by the Sea A&B Condominium

TMG Property Management 5310 NW 33rd Ave, Suite 201 Fort Lauderdale, FL 33309

Attached is the <u>application for Village by the Sea A&B Condominium</u>. Please be sure that the applicant completely reviews the application prior to completing and submitting.

If the application is submitted incomplete without <u>all fees</u>, <u>fully completed forms</u>, <u>additional documents & photo identification required</u>, the application will not be processed or considered received until all the required documents are submitted for processing.

All forms even if repetitive are required to be fully completed and submitted back for the exception of the restrictions / rules and regulations.

Village by the Sea A & B Condominium

Application for Residency Checklist **please note that a separate application & application fee will be required for non-married applicants.

\$100.00 Application Fee (per person or per married couple) made payable to: Village by the Sea A & B Condominium in the form of a money order or cashier's check.

- Application & Authorization Form (fully completed)
- _____ Sales Contract or Lease Agreement
- _____ Identification copies (driver license or passport)
- _____ Marriage Certificate (married couples only if last names are different)
- _____ Current Vehicle Registration

READ FIRST: Complete all questions and fill in all blanks. All information supplied is subject to verification. If any question is not answered/left blank, or answered falsely, this application may be returned, not processed, and/or not approved. Missing information will cause delays. Once submitted, order can be cancelled but your fee will not be refunded. Rev. 06/2014

** THIS APPLICATION IS FOR A SINGLE PERSON OR A MARRIED COUPLE ONLY! **

APPLICATION FOR OCCUPANCY

Association Name: Village by the Sea A & B

Circle one: Purchase - Lease - Occupant - Unit.#	Bldg.# Address applied for:					
Full Name	Date of Birth Social Security #					
Circle One: Single - Married - Separated - Divorced - How Lo	ong? Other legal or maiden name					
Have you ever been convicted of a crime?Date (s) County/State Convicted in						
Charge (s)						
Applicant's Cell Number(s)	Applicant's Email Address					
Spouse	Date of Birth Social Security #					
Other legal or maiden name	Have you over been convicted of a crime? Date (s)					
County/State Convicted in						
	Spouse's Email Address					
	Description of Pets					
Names and ages of others who will occupy unit						
In case of emergency notify	Address Phone					
	I – RESIDENCE HISTORY					
 Present address (Include unit/apt number, city, state and zip code) 	Phone					
Apt. or Condo Name	Phone Dates of Residency: From to					
	Home - Rented Apt - Other Rent/Mtg Amount					
	er? Are you on the Deed?If yes, under what name?					
Name of Landlord	Phone Email address					
	Realtor - Family Member - Roommate - Property Manager - Other					
 Previous address (Include unit/apt number, city, state and zip code) 						
Apt. or Condo Name	Phone Dates of Residency: From to					
	Home - Rented Api - Other Rent/Mtg Amount					
	der? Were you on the Deed? If yes, under what name?					
Name of Landlord	Phone Email address					
Circle one: Is your Landlord the: Owner of the property -						
Circle one: Is your Landlord the: Owner of the property - Realtor - Family Member - Roommate - Property Manager - Other						
(Include unit/apt number, city, state and zip code)						
Apt. or Condo Name	Phone Dates of Residency: From to					
Circle one: Own Home - Parent/Family Member - Rented						
Were you on the Lease? If not, who is the leasehold	der? Were you on the Decd? If yes, under what name?					
NT	Phone Email address					
Circle one: Is your Landlord the: Owner of the property -]	Realtor - Family Member - Roommate - Property Manager - Other					

PART II - EMPLOYMENT REFERENCES

*T 1 1

		Include a recent	copy of an earnings	statement to exped	ite processing*
Α.	Employed by				Phone
	Dates of Employment: From:	To:	Position		
	Monthly Gross Income	Address			
B.	Spouse Employed by				Phone
	Dates of Employment: From:	To:	Position		Fax
	Monthly Gross Income				
			ART III - BANK	REFERENCES	processing*
Α.	Bank Name		Checking Acct. #		Phone
	Address				
	Bank Name		Parriana A ant d		
	Address				Phone
		-			Fax
		PART IV – CH	IARACTER REFE	RENCES (No Fam	ily Members)
1.	Name			Home Pho	ne
	Address			Business P	hone
	Email Address			Cellular Ph	one
2.	Name			Home Pho	ne
	Address			Business P	hone
	Email Address			Cellular Ph	
3.	Name			Home Phone	ne
	Address			Business Pl	
	Email Address			Cellular Ph	
4.	Name			Home Phor	10
	Address			Business Pl	
	Email Address			Cellular Pho	one
Are	you using a realtor? Yes	No	If yes: Realtor's r	ame	
Email	Address			Cellular Phone	
Driver	's License Number (Primary App	licant).			State Issued
Driver	's License Number (Secondary A	pplicant)			State Issued
Make		Type		Year	License Plate No.
Make		Туре		Year	License Plate No.

If this application is not legible or is not completely and accurately filled out, Associated Credit (and the Association) will not be liable or responsible for any inaccurate information in the investigation and related report (to the Association) caused by such omissions or illegibility.

By signing the applicant recognizes that the Association and Associated Credit will investigate the information supplied by the applicant, and a full disclosure of pertinent facts will be made to the Association. The investigation may be made of the applicant's character, general reputation, personal characteristics, credit standing, police arrest record and mode of living as applicable. This form is for the exclusive use of Associated Credit Reporting, Inc.

Applicant's Signature

Associated Credit Reporting, Inc.

8795 West McNab Road, First Floor, Tamarac, Florida 33321 www.associatedcreditreporting.com

AUTHORIZATION FORM

I/We hereby authorize Associated Credit Reporting, Inc. to obtain data to verify any and all information they request with regards to my/our Application for Occupancy, specifically the verification of my bank account(s), credit history, residential history, criminal record history, employment verification and character references.

I/We hereby waive any privileges I/we may have with respect to the said information in reference to its release to the aforesaid party. Information obtained for this report is to be released to the authorized party designated on the Application for Occupancy, for their exclusive use only. PLEASE INCLUDE COPY OF DRIVER'S LICENSE TO CONFIRM IDENTITY. If you do not have a driver's license, please include a copy of your Passport or current government issued identification card.

I/We acknowledge our rights as stated in the Fair Credit Report Act that I/we are entitled to a copy of the report upon proper written request and can dispute any inaccurate information for re-verification. I/We understand that Associated Credit Reporting, Inc. is not directly involved in the approval or denial of any applicant. The information received by Associated Credit Reporting, Inc. shall be held in strict confidence, protected as governed under the Fair Credit Reporting Act, and will never be released to any third party other than the designated recipient. I/We further understand that this is a non-refundable process.

By signing below, I/We further state the Application for Occupancy and Authorization Form were signed by me/us and was not originated with fraudulent intent by me/us or any other person and that the signature(s) below are my/our own proper legal signature. I/We certify (or declare) under penalty of perjury that I/We agree to the foregoing and; that all answers and information contained on the Application for Occupancy are true and correct and will hold Associated Credit Reporting, Inc. harmless from the result of the investigation.

(Applicant's Signature)

(Spouse's Signature)

(Applicant's Name Printed)

(Spouse's Name Printed)

(Date Signed)

(Date Signed)

Established 1985

NEW LEASE APPLICANT RULES AND REGULATIONS ACKNOWLEDGEMENT SHEET FOR VILLAGE BY THE SEA CONDOS APTS SECTIONS A & B.

1. SUB -LEASING OR ROOM RENTAL FOR ANY UNIT IS NOT PERMITTED.

2. NO PETS ARE PERMITTED

3. THE UNIT OWNER IS RESPONSIBLE FOR TRANSFER OF UTILITY AND MAILBOX KEYS.

4. ONE PARKING SPACE ONLY IS AVAILABLE TO THE TENANT. ONE CAR ONLY PER UNIT. ALL VEHICLES MUST HAVE CURRENT REGISTRATION TAGS.

5. NO COMMERCIAL VEHICLES, MOTOR HOMES, LARGE TRUCKS/VANS, MOTORCYCLES, BOATS, TRAILERS, MAY BE PARKED OVENIGHT OR STORED ON THE CONDO PROPERTY.

6. CAR REPAIR ON THE PROPERTY IS PROHIBITED.

7. THE COMMON AREAS (WALKWAYS, ENTRANCES, ETC) ARE TO REMAIN CLEAR. NO STORAGE OF BIKES OR OTHER OBJECTS IS PERMITTED. ALL PROPERTY MUST BE STORED WITHIN UNIT OR BE SUBJECT TO REMOVAL.

8. NOTHING, SUCH AS BEACH TOWELS, SWIM SUITS, ETC., IS PERMITTED ON THE BALCONY RAILINGS.

9. NO ARTICLE OTHER THAN NORMAL WINDOW DRESSING SHALL BE HUNG ON WINDOWS. NO SHEETS, BEDSPREADS, TOWELS, ETC.

10. ALL GARBAGE MUST BE BAGGED, TIED SECURELY AND PLACED IN A&B DUMPSTER ONLY.

11. THE LAUNDRY ROOM IS FOR A&B USE ONLY AND IS ACCESSED BY KEY. MACHINES MUST BE WIPED DOWN AND LINT TRAYS CLEANED AFTER EACH USE. DO NOT DYE ITEMS OR USE MACHINES FOR HEAVY ITEMS SUCH AS BEDSPREADS.

12. MOVE IN OR OUT IS BETWEEN 8 AM & 6 PM. MOVING VANS/TRUCKS THAT DO NOT FIT UNDER THE MAIN ENTRANCE WAY MUST USE THE FAR WEST GATE ENTRANCE THROUGH OUR EASEMENT WITH OCEAN WALK VILLAS. PROPERTY MANAGEMENT CAN PROVIDE THE GATE CODE WHEN NEEDED.

I HAVE READ THE ABOVE RULES & REGULATIONS AND AGREE TO ABIDE BY SAME.

UNIT #:

DATE:

PRINTED NAME:

SIGNATURE:

VILLAGE BY THE SEA CONDOMINIUM APARTMENTS-A & B

THE RULES WE LIVE BY

These rules are designed to make living in our apartment complex - pleasant and comfortable. In living together all of us not only have certain rights, but also certain obligations to other owners. We must remember that the restrictions we impose upon curselves are for our mutual benefit and comfort.

The following rules do not supercode the corporate by-laws or any other obligations. Objectionable behavior is not acceptable oven if it is not specifically covered by the rules. Violations by owners employees, guests, lesses or children are the responsibility of those owners.

The rules will be enforced as follows:

If you are considering selling or loasing your apartment, a copy of the sales contract or lease together with the application by the buyer or leasee must be submitted to the Board of Directors 30 days prior to sale or lease. (Applications may be secured from the Board of Directors.)

Complaints of violations should be directed to the President of the Board of Directors in writing and signed by the Apartment owner. Violations will be called to the attention of the violating owner by the President and he or she will also refer any disagreements concerning violations to the Board of Directors to be acted upon.

GUESTS AND VISITORS

. . .

- 1. No children under the age of 18 allowed unless accompanied by an adult.
- 2. A "Guest" is one who stays overnight or Longer in an apartment.
- 3. A "Visitor" is one who is invited to visit for a day or part thereof.
- 4. Owners shall not use or permit the use of their premises in any way that would be disturbing or a nuisance to other owners or in such a manner as to be injurious to the reputation of the property.
- 5. The president of the Board of Directors should be notified previous to the arrival of guests in the event the owner is not in residence.

NO PETS ARE PERMITTED

LAUNDRY ROOMS

The laundry and drying apparatus shall be used by owners and guests on a first come, first served basis, and each user is responsible for leaving the laundry in a completely clean condition.

The door to the laundry rooms should be kept olessed as much as possible. Remember there are occupied apartments only a few feet away from the laundry rooms and we should be considerate of each other.

GARBAGE DISPOSALS AND TRASH CHUTES AND SEWERS

No tea bags, foil, coffee grounds, strings, paper, bones or greasy leftovers should be placed in the disposal. All such waste should be securely wrapped or placed in a sealed bag before being deposited in trash chutes.

All boxes should be broken down thoroughly before being placed in the trash chutes. If there is a chance pieces might open up and jam the chute, they should be carried to the first floor and deposited in the dumpster for such purpose.

Please be extremely careful how you use your toilet. It is not a receptacle for trash, for emptying ash trays, kleenex, sanitary napkins, or other such material.

I/We have read the rules above and understand that I/we must abide by them, and any other rule or regulation adopted by the board of directors or membership of this association.

Print Name of Applicant #1

Print Name of Applicant #2

Signature of Applicant #1

Signature of Applicant #2

MISCELLANEOUS

Please use stairs, not elevators when coming from pool in wot bathing suits.

BARE FEET NOT PERMITTED ON PREMISES

No articles of clothing, touels, bodding, etc. are to be placed on balcony a railings, paties or ualkuays.

Children under the age of 10 years are not allowed in elevators alone and may not operate them at any time.

No signs shall be placed anywhere on the property, e.g. FOR SALE, FOR RENT, etc.

NOTE :

Any matter not covered in these rules may be decided by a majority vote of the Board of Directors, and any of these rules may be medified, deleted, changed, rewritten or added to, at the sole discretion of the Board of Directors.

I/We have read the rules above and understand that I/we must abide by them, and any other rule or regulation adopted by the board of directors or membership of this association.

Print Name of Applicant #1

Print Name of Applicant #2

Signature of Applicant #1

Signature of Applicant #2

VILLAGE BY THE SEA CONDO APTS. SECTION A & B, INC C/o Pro Property Management, Inc. 2176 West Oakland Park Blvd. Ft. Lauderdale, Fl. 33311 (954) 733-3100 (954) 735-5002 Fax

THE FOLLOWING ARE THE RULES AND REGULATIONS OF VILLAGE BY THE SEA WHICH INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:

SCREENING:

1. All prospective residents whether owners or lessees of Village by the Sea Condominiums buildings A and B must be properly screened before entry into the community. Applications for screening can be obtained from the Property Management Company.

2. All relatives, guests, children, etc. shall abide by the Rules and Regulations as any other resident.

3. SCREENING FEE: At the discretion of the Board of Directors there shall be deposited and delivered to the association a reasonable screening fee. All checks should be made payable to Village by the Sea A & B.

SALES AND RENTALS:

4. All potential residents will need to complete an application for residency. A copy of the purchase agreement and/or a copy of the lease or agreement to enter into a lease must be attached together with a copy of driver's license and vehicle registration and turned into the management company. If this is for a sale then a contract for sale must accompany the same documents. On receipt of the completed application, together with all requested documents a criminal, credit, past tenant history and employment history will be checked. Any application that reveals criminal background will not be approved for the community. However, such approval for a lease or rented unit will not be unreasonably withheld without cause. Not withstanding anything contained in the documents to the contrary the Board of Directors of the association should have the right to withhold consent and approval of any prospective lessee in the event that the prospective lessee should automatically violate or breech any terms, condition, restriction, or regulation under the documents of their community. All units must be owner occupied for two years before said unit can be leased to someone else.

5. No owner shall supervise, direct, or attempt to assert any control over any of the employees of the association or the management company, employed by the association and no owner shall regress at any such employee undertake any private business for any owner during such employees working hours.

I/We have read the rules above and understand that I/we must abide by them, and any other rule or regulation adopted by the board of directors or membership of this association.

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Signature of Applicant #2

6. Any lease not authorized pursuant to the terms of the community shall be void unless subsequently approved by the association in writing.

7. Rental of any apartment shall be for a period of not less than three (3) months during any year. The recurring use of any apartment for any purpose during the same year (by other than blood related relatives without the presence of the unit owner) is not permitted.

8. Use of units is restricted to SINGLE-FAMILY occupancy and are not to be used as a "HOTEL". In no event shall occupancy EXCEED three (3) Persons in a ONE-BEDROOM unit and five (5) persons in a TWO-BEDROOM unit, unless approved in advance, in writing by the board. Tenants must DISCLOSE the names of ALL persons who, during the term of their lease, will be residing in the apartment.

9. In the absence of the owner, the management must be notified at least 48 hours in advance of any relative that have permission to use the apartment. Blood relatives include: Spouses, parents, parents-in-law, brothers, sisters, children and grandchildren, cousins, etc.

10. Sub-leasing, in whole or part, of any apartment is NOT PERMITTED.

11. The <u>unit owner</u> must arrange to transfer unit rules, utility and mailbox keys to the tenant or prospective buyer.

12. All moving is to be done Monday through Saturday, 9:00 a.m. to 6:00 p.m. No moving is permitted on Sundays and Holidays. In the event of moving in all prospective buyers and tenants <u>must use the back gate only</u>.

13. Any damage to the buildings, recreational facilities, common areas or equipment caused by an owner, occupant, licensee, invitee or children in the event of moving in shall be repaired at the owners expense.

14. Unit owner, upon sale of his unit, must provide new owner with certified copies of his documents and any information, coupon books, etc. relating to maintenance fees.

15. The owners and tenants are responsible for the action or behavior of the children, occupants, licensees and invitees and will be held accountable. Any damage to the buildings, recreational facilities, common areas or equipment caused by an owner, occupant, licensee, invitee or children shall be repaired at the expense of the unit owner.

16. Any resident who has a guest in the building for thirty (30) days or more will be considered a resident and must be screened and abide by the Rules and Regulations of the community.

17. Every owner, occupant, licensee, and invite shall comply with these Rules and Regulations as set forth herein, and all Rules and Regulations which change from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as the same may be amended from time to time. Failure

I/We have read the rules above and understand that I/we must abide by them, and any other rule or regulation adopted by the board of directors or membership of this association.

Print Name of Applicant #1

Print Name of Applicant #2

Signature of Applicant #1

Signature of Applicant #2

of an owner, occupant, licensee or invitee to so comply shall be grounds for action to recover sums due to damages, injunctive relief or any combination thereof. Owner shall pay the costs to the Association of any enforcement efforts.

18. Purchase of multiple units for rental and/or investment purposes is prohibited. A non-residential owner is limited to the purchase of one unit. A full time resident (as defined by a valid homestead exemption of 3 consecutive months of residence annually) may purchase one additional unit upon discretion and approval by the Board.

19. For any violations of 1, 2, 3, or 4 above, the owner, occupant, licensee or invitee shall be liable for a fine of \$100.00 a day up to \$1,000.00 per incident. Each day the violation exists shall be deemed a separate offence and the Association may levy said fine(s) against a unit in keeping with the Provisions of the By-Laws and Florida Statute 718.33(3).

PARKING/AUTOMOBILES:

1. There is one parking space per unit. Assigned parking will be enforced. All residents must park in the assigned space for there apartment. Owners who use other owner's parking space must have permission in writing from that owner.

2. No large size vans, vans with signs, commercial or other trucks, trucks with signs and camper or trailer or recreational vehicle of any type, or boat of any size, shall be parked overnight or brought onto the condominium property, except for vehicles delivering goods or furnishing services or mini-vans or regular vans used by handicap persons, if approved in advance by the association with appropriate restrictions or regulations of use set forth in said approval to safeguard the accessibility of the vehicle to the handicapped user and to prevent damage to or lack of access to surrounding property or facilities.

3. Repairing vehicles on the condominium property is prohibited.

4. No vehicle shall be parked in such a manner as to impede to prevent access to other parking spaces. Vehicles, which cannot operate under their own power, shall not be parked on condominium property for more than twenty-four hours. All vehicles using the parking areas MUST HAVE CURRENT REGISTRATION TAGS.

5. Building A & B Guest Parking is for <u>A & B GUESTS ONLY. (Towing at owners' expense.</u>) Guest parking cannot be reserved, first come first serve.

6. No commercial vehicles and/or motorcycles are permitted on the premises.

7. Excessive blowing of horns on condominium property is prohibited. Making excessive noise is prohibited.

8. All A & B parking spaces may ONLY be rented to A & B building residents of Village by the Sea.

I/We have read the rules above and understand that I/we must abide by them, and any other rule or regulation adopted by the board of directors or membership of this association.

Print Name of Applicant #1

Print Name of Applicant #2

Signature of Applicant #1

Signature of Applicant #2

9. The unit is subject to a fine for the failure of the owner or its occupant, licensee, invitee to comply with this provision in keeping with the Fines provision of the By-Laws. The fine shall not be more than \$100.00 per day up to \$1,000.00 per incident.

10. Tandem parking is allowed as long as the vehicles are pulled all the way in to allow people to pass behind them while still under the overhang.

ASSESSMENTS & MONTHLY MAINTENANCE FEES:

1. Maintenance fees are due on the 1^{st} of each and every month. Maintenance fees are considered late as of the 15^{h} of each month. After the 15^{th} of each month each delinquent unit owner shall incur a late fee of \$25.00. Any payments together with late fees which are not received by Property Management by the 30^{th} of the month shall be immediately tuned over to the association collection attorney. Interest penalties, costs and reasonable attorneys' fees shall be the personal obligation of the unit owner. A \$75.00 collection processing fee shall be incurred by the property management company.

2. All checks returned for insufficient funds will be assessed a \$35.00 processing fee and all incurred banking fees.

3. Failure to pay monthly assessments will be subject to legal action as authorized by the Florida Condominium laws.

4. If an owner is renting and is delinquent, the Board may, upon written notice to the owner and renter, collect the rental fees from the renter, deduct late fees and relinquish the excess funds to the owner. By renting its unit with Board approval, the rental proceeds to the Association will guarantee all assessments, monthly or otherwise. Upon failure of the unit owner to pay said assessments the unit owner thereby authorizes the Board to collect the rent and apply it to said assessments. No unit owner may evict a tenant for paying the rental proceeds to the Association for past due assessments.

COMMON AREAS:

1. The common areas (walkways, entrances, etc.) shall remain clear and unobstructed and shall not be used for any purpose other that the access to the units. Children are not permitted to play on the walkways, stairs, elevators or entranceways.

2. Any damage to the buildings, recreational facilities, or other common areas or equipment caused by an owner, renter or his guest shall be repaired at the expense of the owner of the unit involved.

3. Any damage caused by the moving or carrying of any article in the common areas shall be the responsibility of the unit owner involved in the incident and therefore will pay for said damage.

4. The walkways, entranceways, halls, stairways and roadways shall not be obstructed or used for any purpose other than ingress or egress from the apartments, storage room, laundry room or any other common area.

I/We have read the rules above and understand that I/we must abide by them, and any other rule or regulation adopted by the board of directors or membership of this association.

Print Name of Applicant #1

Print Name of Applicant #2

Signature of Applicant #1

Signature of Applicant #2

5. No permanent changes by an owner to a common area shall be permitted.

6. Absolutely no access is permitted to any resident or guest to the roof or any other secured area (the exception penthouse approved area). The board will not be liable.

7. No flammable, combustible or explosive fluids shall be kept in any unit or on the common elements.

8. Littering is not permitted, please use receptacles provided.

9. There shall be no outside dumpsters allowed upon the premises without the specific approval of the Board of Directors. However, even upon the approval of any dumpster for remodeling purposes, will not be permitted upon the grounds for more than five (5) days. Dumpsters are for personal residential use only. All contractors must take all contractor trash off premises. Any owner leaving bulk trash upon premises will be billed accordingly.

GARBAGE AND RECYCLING:

GARBAGE:

1. All garbage and refuse must be separated as specified by the county regulations and deposited where indicated. Use your kitchen disposal for RAW GARBAGE. All other food and non-recycled garbage to be disposed of must be placed in plastic bags and securely tied and then placed in the garbage containers. Large boxes such as pizza, beer, etc. must be disposed of in the trash containers on the first floor.

2. The garbage shoots will be accessible as long as the garbage is disposed of properly with securely tied plastic bags. Large objects that do not fit into the opening are NOT allowed in the garbage shoots, if this rule is not STRICTLY followed, shoots will be permanently sealed.

3. All garbage and like material must be bagged, tied securely and placed in the dumpster. Large cartons and boxes are to be broken down. No furniture such as mattresses and like materials are to be placed in or near the dumpster.

4. In the event of moving in to a unit all boxes must be broken down and disposed of properly.

RECYCLING:

5. Newspapers, plastic and glass containers should be placed in the proper container. Please do not "contaminate" recycled items.

6. NEWSPAPERS ONLY go into the newspaper recycling bin. DO NOT put magazines, junk mail, letters or other papers in these bins. Do not dispose of newspapers on the plastic containers, they are delivered in the plastic bags from the grocery store.

I/We have read the rules above and understand that I/we must abide by them, and any other rule or regulation adopted by the board of directors or membership of this association.

Print Name of Applicant #1

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Signature of Applicant #1

Signature of Applicant #2

7. Clean glass and plastic containers, cans and milk and juice cartons may be placed in the glass-plastic bin. PLEASE do not put the following in this bin:

Microwave containers Plastic bags from the grocery or department store Bottle tops Straws from juice containers Any plastic item with a recycle number higher than 3.

SMOKING:

1. Residents who smoke should not throw their cigarette butts upon the common grounds. Everyone should use their own ashtray and dispose of them appropriately.

2. All residents, whether owner or renter, violating the no smoking rule in the elevator shall be subject to disciplinary action and/or fine. Renters may be denied purchase of a unit and/or renewal of lease as well as being liable to legal action.

POOL RULES:

NO LIFEGUARD ON DUTY.

1. Pool hours 8:00am to 10:00pm.

2. Everyone must shower before entering pool. Use warm water and soap if you have any suntan oil on.

3. If suntan oil is used, please cover lounge chairs with towel.

4. Infants under three years of age are not allowed in the pool, unless they have proper waterproof pants and supervision.

5. An adult must accompany all children under twelve years of age.

6. The swimming pool is for SWIMMERS first and all others after. No floats, chairs, etc. are permitted in the pool. Noodles only.

7. NO running, jumping or diving into pool is permitted.

8. Do not swim alone.

9. Food and drink is allowed by outside tables only. No breakable containers are allowed. Cleanup all trash and dispose of properly.

10. No one with infectious diseases may enter the pool.

11. Radios without personal earphones, or played loudly, are not permitted in pool area.

I/We have read the rules above and understand that I/we must abide by them, and any other rule or regulation adopted by the board of directors or membership of this association.

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12. Walkways around pool area must be kept clear at all times.

13. CHAIRS and LOUNGES may not be reserved. If you have occasion to move chairs or lounges please make sure to return them to their appropriate places.

14. The swimming pool and recreational areas are solely for the use of Village by the Sea residents and their invited guests. All others will be treated as trespassers.

15. Shower and washrooms must be kept as clean as possible.

16. For safety reasons street shoes are discouraged from the pool area.

17. Smokers are required to use unbreakable receptacles for ashes and smoking materials. No smoking while inside the pool.

18. If pool is to be closed a timely notice will be posted.

19. All persons must wear appropriate clothing for covering bathing suits. Bare feet are not allowed around complex.

20. Persons with long hair should have it tied back and secured.

STORAGE:

1. Personal property of all unit owners shall be stored <u>within their units</u> or designated storage areas and not on the balconies or catwalks of the association. Anything stored outside of storage units will be disposed of.

<u>COMPLAINTS:</u>

All complaints to the Board must be in writing, signed and sent to property management. Please leave your phone number where you can be reached. The Board and/or property management will investigate all problems.

1. In case of minor problems, resident are urged to have a courteous discussion with those involved.

2. If the problem continues, send a letter and all the details to the management company. A Board member will contact the offender on your behalf. (verbal warning)

3. Should the violation continue the Board will immediately notify the offender in writing.

4. The penalty for violation of <u>any</u> rules and/or By-Laws shall be subject to a fine of \$100.00 a day up to \$1,000.00 per offence.

I/We have read the rules above and understand that I/we must abide by them, and any other rule or regulation adopted by the board of directors or membership of this association.

Print Name of Applicant #1

Print Name of Applicant #2

Signature of Applicant #1

Signature of Applicant #2

5. The offender is entitled to a closed hearing before the Board.

6. If the problem continues, the Board, upon written notice, may levy a daily fine or take legal action as allowed by the Florida Condo Association Rules and Regulations.

DELIVERIES:

1. Members shall be liable for all damages to the building caused by deliveries, or moving and removing of furniture or other articles to and from the building. All truck deliveries shall be made through the entrances approved by the Board. Mainly 19th Street through our easement with Ocean Walk Villas. Ask the Board for the current gate code when needed.

2. Move in or outs shall be scheduled between 8:00 am and 6:00 pm only.

3. Moving vans must be positioned in a way to allow owners free access to the parking lot and building.

BICYCLES:

1. All bicycles shall be stored in the racks near the water towers. They are not permitted on walkways or balconies.

BULLETIN BOARD:

1. The bulletin board is located by the 1st floor office and will be used by the Board for information. Owners may also advertise with Board approval.

LAUNDRY ROOMS:

1. Washers and dryers must be wiped clean after use. Do not use for heavy items such as carpets and bedspreads. Do not dye items on our machines.

2. Please be there when your laundry is done. Washing and drying cycles are approximately 30 minutes each.

3. Machines are used on a first serve basis. Clean out lint filters when finished drying.

4. Association is not responsible for personal items left in the laundry rooms.

WASHERS AND DRYERS:

1. No washers and/or dryers will be allowed in Village by the Sea Condo units. Units with washers and dryers must be removed if sold.

I/We have read the rules above and understand that I/we must abide by them, and any other rule or regulation adopted by the board of directors or membership of this association.

Print Name of Applicant #1

Print Name of Applicant #2

Signature of Applicant #1

Signature of Applicant #2

MEETINGS ROOMS:

1. Both meeting rooms are located on the first floor. The owners may use them for parties, cards, etc. with Board pre-approval. An adult must accompany any minor under 12 years of age at all times.

KEYS:

1. The office must have a passkey to all apartments to be used only in an emergency. However, water checks will be made for any leakages on a regular basis of every 2 to 3 months.

BUSINESSES:

1. All condominium units are residential and therefore no businesses are allowed.

PETS:

1. No pets of any description will be permitted at Village by the Sea Condos by owners, tenants or guests. Legal procedures will be taken against violators at their own expense.

WATERBEDS:

1. No waterbeds are to be brought into the units for any reason whatsoever.

INSTALLATION:

1. Installation of new flooring on upper floors MUST have adequate sound proofing installed. Proof of adequate sound proofing must be given to the Board of Directors and/or property management.

2. If tile is decided to be installed, there is a community requirement that sound proofing be put underneath any tile on the second floor or above.

SAFETY:

1. No flammable or combustible explosive fluid, chemical or substance shall be kept in any unit or limited common element assigned thereto or storage areas except as are required for normal household use.

2. Smoke alarms installed in each apartment MUST work at all times.

3. Each unit owner who is absent from his apartment MUST furnish a key to a friend or neighbor who will be given permission by the owner to allow the exterminator or other authorized person into the apartment.

I/We have read the rules above and understand that I/we must abide by them, and any other rule or regulation adopted by the board of directors or membership of this association.

Print Name of Applicant #1

Print Name of Applicant #2

Signature of Applicant #1

Signature of Applicant #2

4. The Condo Association as per Florida Statue 718 must retain a key to the unit. Please submit a labeled key to the Board.

5. All unit owners are urged to carry casualty, liability and appliance insurance to adequately protect themselves.

DOORS AND WINDOWS:

1. Windows, screens and doors are the responsibility of the unit owners and must be kept in proper repair. Painting of doors and other outside appurtenances (including patios) must conform to those of the entire building; nor may there be any outside lighting fixtures, mailboxes, or other such items which are not consistent with the general architecture of the building, without specific written approval of the Board.

2. No article other than normal and accepted window dressing shall be hung from windows that appear as an eyesore.

HURRICANE PREPAREDNESS:

1. A unit owner who plans to be absent during the hurricane season must prepare his unit prior to his departure by removing any items from the balcony, securing the sliding glass doors and windows and designating a responsible firm or individual to are for his unit should the unit suffer hurricane damage, furnishing the Association with the NAME of such FIRM or INDIVIDUAL.

Dated:

Unit:

I HAVE BEEN ADVISED OF THE ABOVE CAPTIONED RULES AND REGULATIONS AND AGREE TO ABIDE BY SAME.

I/We have read the rules above and understand that I/we must abide by them, and any other rule or regulation adopted by the board of directors or membership of this association.

Print Name of Applicant #1

Print Name of Applicant #2

Signature of Applicant #1

Signature of Applicant #2

Date