



# Fairway Woods of Cross Creek Condominium Association, Inc.

c/o Coastal Association Services, LLC.  
1314 Cape Coral Pkwy East, Suite 205 Cape Coral, Florida 33904  
T: 239-689-3080 // F: 1-844-273-1058

**\*\*\*AUTHORIZATION FORM\*\*\***

**SEPARATE APPLICATIONS ARE REQUIRED FOR APPLICANTS OVER THE AGE OF 18 IF THEY ARE NOT THE SPOUSE OF THE APPLICANT. A COPY OF A VALID DRIVERS LICENSE OR PHOTO ID IS REQUIRED FOR ALL APPLICANT'S OVER THE AGE OF 18.**

By signing, the applicant recognizes that Fairway Woods of Cross Creek Condominium Association, Inc. or its agent Coastal Association Services, LLC. may obtain and verify a consumer credit report, along with an investigation of my background which may include information regarding to my character, banking history, criminal history, present and prior residential history and past and present employment history. I/We agree to indemnify and hold harmless the above Association and its agent, Coastal Association Services, LLC., it's employees, Officers and Directors, affiliates, sub-contractors and agents from any loss, expense, or damage which may result directly or indirectly from information or reports furnished by Coastal Association Services, LLC.

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 on this report is to be released to the Condominium Association Board of Directors and / or screening committee only.

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

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

\_\_\_\_\_  
Applicant Social Security Number

\_\_\_\_\_  
Applicant Date of Birth

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Spouse's Signature

\_\_\_\_\_  
Spouse's Printed Name


\_\_\_\_\_  
Spouse's Social Security Number

\_\_\_\_\_  
Spouse's Date of Birth

\_\_\_\_\_  
Date Signed

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\_\_\_\_\_ Applicants' Initials 

**APPLICATION FOR OCCUPANCY  
PLEASE PRINT**

COMPLETE ALL QUESTIONS AND FILL IN ALL BLANKS  
RETURN, WITH A COPY OF THE **LEASE OR PURCHASE CONTRACT** and an  
**Application Fee of \$150.00 per application** made payable to **Coastal Association Services, LLC.**  
We Accept Cash, Business, Cashier's or Money orders. (No Personal Checks.)

A CREDIT HISTORY AND BACKGROUND CHECK MAY BE ORDERED AND THE BOARD MAY CONDUCT AN INTERVIEW PRIOR TO APPROVAL. Please allow 30 days for approval after all information is received by Coastal Association Services, LLC.

- **There is a Master Association- Cross Creek 239-768-1166/ office@crosscreekfl.com**
- **No Pets Permitted in Rental Units**
- **Rules and Regulations Must Be Initialed and Signed**
- **Move In/Out Times are 8AM-8PM**
- **Lease Renewals are the Responsibility of the Homeowner and Must Be Submitted to Management**

**Date of occupancy:** \_\_\_\_\_

Address of Unit being Leased/Purchased: \_\_\_\_\_

Number of people to occupy the unit: \_\_\_\_\_

**Purchaser / Renter Information:**

If leasing please indicate the **Lease Starting Date:** \_\_\_\_\_ **Lease Ending Date:** \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Drivers License Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Spouse's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Drivers License Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Other Occupant(s):**

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Age: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Age: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Age: \_\_\_\_\_

**If Purchasing the home please indicate use:** Permanent Residence: \_\_\_\_\_ Rental: \_\_\_\_\_  
Seasonal Residence: \_\_\_\_\_ Other (Specify): \_\_\_\_\_

If Purchasing – Official Mailing Address After Closing:

\_\_\_\_\_  
\_\_\_\_\_

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

Name and Phone Number of Realtor: \_\_\_\_\_

Name and Phone Number of Closing Agent: \_\_\_\_\_

In Case of Emergency Notify:

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

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

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

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

Do you have a Pet: Yes: \_\_\_\_\_ No: \_\_\_\_\_

If yes, What is the name of your Pet: \_\_\_\_\_

What type/breed is your pet: \_\_\_\_\_

How many pounds: \_\_\_\_\_

**Miscellaneous:**

Do you own a water bed: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Do you smoke: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Do you own real estate: Yes: \_\_\_\_\_ No: \_\_\_\_\_

If yes, please explain where: \_\_\_\_\_

Have you ever been evicted from any rental premises: Yes: \_\_\_\_\_ No: \_\_\_\_\_

If yes, please explain: \_\_\_\_\_

\_\_\_\_\_

Have you ever willfully and intentionally refused to pay rent when due: Yes: \_\_\_\_\_ No: \_\_\_\_\_

If yes, please explain: \_\_\_\_\_

Have you ever been convicted of a felony? Yes: \_\_\_\_\_ No: \_\_\_\_\_

If yes, please explain: \_\_\_\_\_

\_\_\_\_\_

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**Personal Information**

Vehicle Type: \_\_\_\_\_ Color: \_\_\_\_\_

License Plate Number: \_\_\_\_\_

Vehicle Type: \_\_\_\_\_ Color: \_\_\_\_\_

License Plate Number: \_\_\_\_\_

**Nearest Relative Not Living With You:**

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

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

Relationship: \_\_\_\_\_

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

**Two Work References:**

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

Title: \_\_\_\_\_

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

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

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

Title: \_\_\_\_\_

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

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



**Two Personal References:**

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

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

Relationship: \_\_\_\_\_

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

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

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

Relationship: \_\_\_\_\_

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

**Residence History (At Least 5 Years)**

Present Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Current Landlords Name: \_\_\_\_\_

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

Landlords Phone: \_\_\_\_\_ Dates of Residency: From \_\_\_\_\_ to \_\_\_\_\_

Prior Residency Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Prior Landlords Name / Address: \_\_\_\_\_

Landlords Phone: \_\_\_\_\_ Dates of Residency: From \_\_\_\_\_ to \_\_\_\_\_



**Employment & Bank References**

Currently Employed: Yes: \_\_\_\_\_ No: \_\_\_\_\_ Retired: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Employed By / Retired From: \_\_\_\_\_

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

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

Length of Employment: \_\_\_\_\_ Monthly Salary: \$ \_\_\_\_\_

Spouse Employed By / Retired From:  
\_\_\_\_\_

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

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

Length of Employment: \_\_\_\_\_ Monthly Salary: \$ \_\_\_\_\_

(If Less Than 5 Years At Present Employment)

Prior Employer \_\_\_\_\_

Length of Employment: \_\_\_\_\_

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

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

Spouse's Prior Employer: \_\_\_\_\_

Length of Employment: \_\_\_\_\_

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

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

Bank Reference (Name): \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ How Long \_\_\_\_\_

I/We have received, read and understand the Governing Documents/Rules & Regulations Fairway Woods II of Cross Creek Condominium Association, Inc. Further, I/We agree to honor and abide by all of the provisions according to Governing Documents/Rules & Regulations for Fairway Woods of Cross Creek Condominium Association, Inc.

By signing, the applicant recognizes that Fairway Woods of Cross Creek Condominium Association, Inc., or its agent Coastal Association Services, LLC., may obtain and verify a consumer credit report, along with an investigation of my background which may include information regarding to my character, banking history, criminal history, present and prior residential history and past and present employment history. I/We agree to indemnify and hold harmless the above Association and its agent, Coastal Association Services, LLC., it's employees, Officers and Directors, affiliates, sub-contractors and agents from any loss, expense, or damage which may result directly or indirectly from information or reports furnished by Coastal Association Services, LLC..

I/We certify that all of the above furnished information is true and accurate, should there be any discrepancies and/or false information provided, I understand that this application is null and void.

As required by law, this information is kept strictly confidential.

Applicant Name: \_\_\_\_\_

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

Spouses Name: \_\_\_\_\_

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



**FAIRWAY WOODS CONDOMINIUM ASSOCIATIONS,  
INC  
RULES AND REGULATIONS  
AMMENDED NOVEMBER 1992**

TO PROMOTE AND MAINTAIN HARMONY IN OUR CHOSEN COMMUNAL STYLE OF LIVING AT FAIRWAY WOODS YOUR ELECTED BOARDS HAVE ADOPTED A COMBINED SET OF RULES AND REGULATIONS. THESE ARE INTENDED TO PROTECT THE RIGHTS AND COMFORTS OF ALL WITHOUT UNDULY RESTRICTING THE FREEDOM OF ANY.

1. AUTHORITY

A. ALL UNIT OWNERS IN ADDITION TO ANY OTHER OBLIGATION, DUTY, RIGHT AND LIMITATION IMPOSED UPON THEM BY THE DECLARATION, THE ARTICLES OF INCORPORATION AND THE BY-LAWS OF THE ASSOCIATION AND THE CONDOMINIUM ACT, SHALL BE SUBJECT TO AND AGREE TO ABIDE BY ANY AND ALL RESTRICTIVE COVENANTS, WHICH SHALL BE APPLICABLE TO ALL UNIT OWNERS, THEIR FAMILIES, GUESTS, INVITEES, TENANTS AND LESSEES.

B. THESE RULES AND REGULATIONS WILL BE REVIEWED PERIODICALLY BY THE BOARD OF DIRECTORS OF FAIRWAY WOODS CONDOMINIUM ASSOCIATIONS, INC. AND AMENDED, (WHETHER RECORDED OR NOT) AS NECESSARY TO BETTER SERVE THE MEMBERSHIP.

C. THE BOARD OF DIRECTORS OR ITS AGENTS WILL HAVE THE RIGHT TO ENTER ANY CONDOMINIUM UNIT AT ANY REASONABLE TIME FOR THE PURPOSE OF MAINTENANCE, INSPECTION, REPAIR OR REPLACEMENT OF THE IMPROVEMENTS WITHIN THE UNIT OR THE COMMON ELEMENTS THEREIN OR ACCESSIBLE THEREFROM, OR TO DETERMINE COMPLIANCE WITH THE CONDOMINIUM ACT, THIS DECLARATION, OR THE BY-LAWS AND REGULATIONS OF THE ASSOCIATIONS. IF THE ASSOCIATIONS DO NOT HAVE EASY ACCESS TO THE UNIT, THE ASSOCIATIONS WILL GAIN ENTRY BY WAY OF A LOCKSMITH AND THE OWNER WILL BE RESPONSIBLE FOR ALL CHARGES.

2. COMMUNICATION

IT WILL BE THE RESPONSIBILITY OF EACH UNIT OWNER WHO MIGHT WISH TO LEASE OR RENT THE UNIT TO PROVIDE EACH SUCH TENANT WITH A CURRENT SET OF ASSOCIATION RULES AND REGULATIONS. WHEN SELECTING A TENANT THE OWNER IS REMINDED THAT THE OWNER ALONE IS RESPONSIBLE FOR THE TENANTS CONDUCT. VIOLATIONS OF THESE RULES AND REGULATIONS MAY RESULT IN FINES BEING-LEVIED ON THE OWNER.

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3. ENFORCEMENT

A. COMPLAINTS WILL BE WRITTEN AND SIGNED, THEN REPORTED TO THE BOARD OR TO AN OFFICER OF THE ASSOCIATION. ORAL COMPLAINTS MAY NOT BE ACTED UPON.

B. MINOR INFRACTIONS WILL BE CALLED TO THE ATTENTION OF THE PERSON OR PERSONS INVOLVED BY AN OFFICER OF THE ASSOCIATION. REPEATED INFRACTIONS AND VIOLATIONS OF A MORE SERIOUS NATURE WILL BE REFERRED TO THE BOARD FOR ACTION.

C. DISAGREEMENTS CONCERNING COMPLAINTS WILL BE PRESENTED TO THE BOARD FOR ADJUDICATED ACTION, WITH ENFORCEMENT BY CIVIL PROCESS IF NECESSARY.

4. SINGLE FAMILY RESIDENCES / CHILDREN

A. UNITS SHALL BE LIMITED TO SINGLE FAMILY RESIDENTIAL USAGE ONLY AND NO COMMERCIAL, PROFESSIONAL, OR BUSINESS USE OF ANY KIND WILL BE PERMITTED.

B. OCCUPANCY OF A CONDOMINIUM UNIT IS NOT RESTRICTED AS TO CHILDREN. CHILDREN SHALL CONDUCT THEMSELVES IN ACCORDANCE WITH THE RULES AND REGULATIONS, AND UNDER PARENTAL OR GUARDIAN SUPERVISION. ANY ACTION THAT DEPRIVES OTHERS OF THEIR FULL RIGHTS TO ENJOY THE USE OF OR THE PRESERVATION OF THEIR PERSONAL PROPERTY, OR THEIR USE OF COMMON PROPERTIES WILL BE CONSIDERED A VIOLATION. THE ADMINISTRATORS OF THE CONDOMINIUM MAY REQUIRE THAT THE OWNER OR SUPERVISOR REMOVE THE CHILD FROM THE LOCATION OF ANY AREA OF MISCONDUCT. CERTAIN COMMON AREAS MAY HAVE SPECIFIC RULES AS TO THE AGE OF THE USERS.

5. BICYCLES

BICYCLES WILL BE KEPT IN PROVIDED RACKS OR INSIDE UNITS WHEN NOT IN USE. ANY OTHER STORAGE METHOD MUST BE APPROVED BY THE RESPECTIVE BOARDS. BICYCLES MAY NOT BE KEPT ON ENTRY AREAS OR WALKWAYS.

6. DESTRUCTION OF PROPERTY

A. OWNERS WILL BE RESPONSIBLE FOR DESTRUCTION, DAMAGE, OR DEFACEMENT OF BUILDINGS, FACILITIES, OR EQUIPMENT CAUSED THROUGH THEIR OWN ACT(S) AND/OR THE ACT(S) OF THEIR LESSEES OR GUESTS.

B. UNIT OWNERS, THEIR FAMILIES, GUESTS, INVITEES OR LESSEES WILL BE LIABLE TO THE ASSOCIATION FOR DEFACING, MARRING, OR OTHERWISE CAUSING DAMAGE TO THE COMMON ELEMENTS OR LIMITED COMMON ELEMENTS WHERE THE



REPAIR OF SAID DAMAGE IS THE OBLIGATION OF THE ASSOCIATION.

7. SAFETY

NO ONE WILL PERMIT ANY ACTIVITY OR KEEP ANYTHING IN A CONDOMINIUM UNIT, STORAGE AREA, AND THE COMMON ELEMENTS, OR LIMITED COMMON ELEMENTS WHICH WOULD BE A FIRE OR HEALTH HAZARD OR IN ANY WAY TEND TO INCREASE INSURANCE RATES. THIS SECTION INCLUDES BARBECUING EQUIPMENT OWNERSHIP AND/OR STORAGE OF SAME OR OTHER FLAMMABLES.

8. EXTERIOR APPEARANCE

TO MAINTAIN A UNIFORM AND PLEASING APPEARANCE OF THE EXTERIOR OF THE BUILDINGS, THE FOLLOWING WILL APPLY:

A. NO OWNER, TENANT, OR OTHER OCCUPANT OF A CONDOMINIUM UNIT MAY PAINT OR OTHERWISE CHANGE THE APPEARANCE OF ANY EXTERIOR WALL, DOOR, WINDOW, BALCONY, OR ANY EXTERIOR SURFACE.

B. NO OCCUPANT MAY PLACE ANY SUNSCREEN, BLIND, STORM SHUTTER, HURRICANE SHUTTER, AWNING OR GLASS ENCLOSURE ON ANY EXTERIOR OPENING WITHOUT FIRST SECURING WRITTEN APPROVAL OF THE BOARD OF DIRECTORS. HURRICANE SHUTTERS WILL MEET REQUIREMENT OF HURRICANE SHUTTER STANDARDS TO BE ADOPTED BY THIS ASSOCIATION BOARD. STORM SHUTTERS MAY BE INSTALLED ON THE INTERIOR OF THE LANAI OPENING BEHIND THE SCREEN OPENING ONLY. THESE STORM SHUTTERS WILL MEET REQUIREMENTS FOR STORM SHUTTER STANDARDS TO BE ADOPTED BY THE ASSOCIATION BOARDS. STANDARDS WILL INCLUDE RESTRICTIONS AS TO COLOR; MATERIAL AND WIND LOAD FACTORS IN INSURE COMMUNITY INTEREST IN THE BUILDING APPEARANCE AND STRUCTURE.

C. OCCUPANTS ARE NOT TO ERECT, CONSTRUCT OR MAINTAIN ANY WIRE DEVICES, ANTENNAS, LIGHTS OR OTHER EQUIPMENT OR STRUCTURES ON THE EXTERIOR OF THE BUILDINGS OR ON, OR IN ANY OF THE COMMON ELEMENTS, EXCEPT WITH THE WRITTEN CONSENT OF THE BOARD OF DIRECTORS.

D. NO CLOTHING, BEDDING OR OTHER SIMILAR ITEMS WILL BE DRIED OR AIRED IN ANY OUTDOORS AREA OR WITHIN THE UNIT IF VISIBLE.

E. STANDARD SIZE "FOR SALE" OR REAL ESTATE SIGNS MAY BE DISPLAYED. THE NUMBER OF SIGNS MAY NOT EXCEED TWO; WITH ONE SIGN IN A FRONT WINDOW AND ONE SIGN INSIDE THE LANAI. ONE "OPEN HOUSE" SIGN WILL BE ALLOWED AND LIMITED TO A 48 HOUR DISPLAY.

9. LANDSCAPING

A. ANY ADDITIONS, SUBTRACTIONS OR CHANGES TO THE EXISTING

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LANDSCAPE MUST FIRST BE APPROVED BY THE BOARD. ALL SHRUBS AND OTHER SUCH PLANTS WILL BE CONFINED TO DEFINED PLANTING AREAS AND CARED FOR BY A CONTRACTOR HIRED BY THE ASSOCIATION. ONCE SUCH PLANTS HAVE BEEN ESTABLISHED THEY WILL COME UNDER THE CONTROL OF THE ASSOCIATION AND WILL NOT BE REMOVED OR TRANSPLANTED WITHOUT APPROVAL BY THE BOARD. ANY REQUEST FOR A CHANGE, ADDITION, SUBTRACTION, ETC., MUST BE ACCOMPANIED BY A SKETCH BEFORE APPROVAL OR DENIAL IS ISSUED. THE BOARD WILL ANSWER THE REQUEST AFTER CONSULTING WITH THE CONTRACTOR AND/OR THE BEAUTIFICATION COMMITTEE.

B. TO PROVIDE ADDED COLOR MANY OWNERS HAVE CHOSEN TO PLANT CERTAIN ANNUAL GROWING TYPE PLANTS. IN GENERAL THE ASSOCIATION APPROVES OF SUCH PLANTING PROVIDING THEY WILL BE CONFINED TO THE DEFINED PLANTING AREAS AND DO NOT EXCEED A HEIGHT OF 12 INCHES. ALL SUCH ANNUAL PLANTS MUST BE CARED FOR BY THE OWNER AND WILL BE REMOVED BY THE OWNER WHEN NOT IN ATTENDANCE.

18. INTERIOR APPEARANCE

A. ALL UNIT OWNERS WILL KEEP AND MAINTAIN THE INTERIOR OF THEIR RESPECTIVE UNITS IN GOOD CONDITION AND REPAIR, INCLUDING THE ENTIRE AIR-CONDITIONING SYSTEM WHETHER INSIDE OR OUTSIDE THE OWNERS UNIT.

B. ALL UNIT OWNERS WILL PROMPTLY PAY FOR ALL UTILITIES WHICH ARE SEPARATELY METERED TO THE UNIT IN ORDER TO PREVENT POTENTIAL DAMAGE DUE TO NON-OPERATING EQUIPMENT.

11. SOLICITATION

THERE WILL BE NO SOLICITATION BY ANY PERSON ANYWHERE IN THE BUILDINGS OR THE COMMON ELEMENTS FOR ANY CAUSE UNLESS SPECIFICALLY AUTHORIZED BY THE BOARD.

12. NOISE/NUISANCE

A. ALL OCCUPANTS OF UNITS SHALL EXERCISE EXTREME CARE ABOUT MAKING NOISES, INCLUDING, BUT NOT LIMITED TO, AUTOMOBILE RELATED NOISES, MUSICAL INSTRUMENTS, RADIOS, TELEVISIONS, RECORDERS, AND AMPLIFIERS THAT MAY TEND TO DISTURB THE PEACE OF OTHER OCCUPANTS. DESIGNATED "QUIET HOURS" ARE 11:00 PM TO 9:00 AM.

B. NO UNIT OWNER WILL COMMIT OR PERMIT ANY NUISANCE, IMMORAL OR ILLEGAL ACT IN THE OWNER'S UNIT OR IN OR ON THE COMMON ELEMENTS.



13. PETS

A. UNIT OWNERS WILL BE PERMITTED TO KEEP A DOMESTICATED ANIMAL; PETS MAY NOT EXCEED TWENTY-FIVE (25) POUNDS WHEN FULLY MATURE. DOGS AND CATS, WHEN OUTSIDE THE BOUNDS OF THE OWNER'S PROPERTY, WILL BE RESTRAINED ON A MAXIMUM SIX (6) FOOT LEASH. DEFECATION OF PETS WILL BE IMMEDIATELY REMOVED BY THE OWNERS OF THE PETS. NO PETS SHALL BE RAISED FOR COMMERCIAL PURPOSES, AND NO UNIT OWNER MAY KEEP MORE THAN ONE (1) PET IN THEIR UNIT.

B. IF IN THE SOLE JUDGMENT OF THE BOARD, IT IS DETERMINED THAT A PET IS CAUSING EXCESSIVE DISTURBANCE AND ANNOYANCE TO OTHER OCCUPANTS, THE OWNER WILL BE ASKED TO REMOVE THE PET FROM THE PREMISES.

C. LESSEES OR GUESTS OF OWNERS WILL NOT BE PERMITTED TO BRING PETS ON THE PREMISES.

D. PETS WILL NOT BE ALLOWED IN THE SWIMMING POOL OR SPA AREAS.

14. LEASING/RENTING

A. UNIT OWNERS MUST NOTIFY THE MANAGING AGENT IN ADVANCE OF LEASE, SALE AND/OR TRANSFER OF OWNERSHIP. FORMS FOR THIS NOTIFICATION ARE AVAILABLE FROM YOUR PROPERTY MANAGER. THE MANAGING AGENT MAINTAINS A CURRENT LIST OF OWNERS AND ADDRESSES.

B. UNITS MAY NOT BE RENTED OR LEASED FOR A PERIOD OF LESS THAN THIRTY (30) DAYS. RENTERS MAY NOT SUBLET.

15. OCCUPANCY

NO OWNER, LESSEE, OR OTHER OCCUPANT OF A CONDOMINIUM UNIT WILL USE THE UNIT FOR OTHER THAN SINGLE FAMILY RESIDENCE PURPOSES. IF ANY LESSEE, TENANT OR OTHER OCCUPANT OF THE UNIT USES IT FOR ANY OTHER PURPOSE, THIS WILL BE CONSIDERED A BREACH OF THE LEASE AGREEMENT AND THE PERSONS OCCUPYING THE UNITS WILL BE SUBJECTED TO EVICTION PROCEDURES.

16. SWIMMING POOL

A. OWNERS, THEIR FAMILIES, LESSEES, AND GUESTS USING THE SWIMMING POOL DO SO AT THEIR OWN RISK. THE SWIMMING POOL/SPA IS FOR THE OCCASIONAL USE OF GUESTS, AND ABUSES ARE SUBJECT TO ACTION BY THE BOARD. REFER TO THE ADDENDUM LIST OF RULES AND REGULATIONS.

B. ALL RESIDENTS AND GUESTS WILL OBEY THE RULES WHICH WILL BE POSTED AT THE POOL AND SPA AREA.



17. GARBAGE/REFUSE

A. ALL GARBAGE AND REFUSE FROM THE UNITS SHALL BE PLACED IN SECURELY TIED GARBAGE BAGS AND PLACED IN THE DUMPSTERS PROVIDED, OR IN PROVIDED RECYCLING CONTAINERS. BOXES AND CARTONS ARE TO BE FLATTENED TO MAXIMIZE DUMPSTER'S USABLE SPACE.

B. NO CONTAMINATED WATER OR SOLUTION WILL BE DISCHARGED INTO ANY STREET, EASEMENT, OR IN OR ON THE COMMON ELEMENTS.

18. FACILITIES/GENERAL

A. THE FACILITIES OF THE CONDOMINIUM ARE FOR THE EXCLUSIVE USE OF MEMBERS OF THE ASSOCIATION, LESSEES, THEIR HOUSE GUESTS, AND GUESTS ACCOMPANIED BY A MEMBER OR LESSEE. NO GUEST OR RELATIVE OF A MEMBER OR LESSEE MAY USE THE FACILITIES UNLESS IN ACTUAL RESIDENCE OR ACCOMPANIED BY A MEMBER OR LESSEE.

B. EACH UNIT OWNER WILL HAVE A PERPETUAL EASEMENT FOR INGRESS AND EGRESS TO OR FROM HIS UNIT OVER STEPS, TERRACES, LAWNS, WALKWAYS AND OTHER COMMON ELEMENTS FROM AND TO THE PUBLIC OR PRIVATE ROADWAYS BOUNDING THE CONDOMINIUM PROPERTY, EXCEPT AS OTHERWISE PROVIDED HEREIN.

C. NO UNIT OWNER OR OCCUPANT WILL IN ANY WAY OBSTRUCT THE COMMON WAY OF INGRESS AND EGRESS TO THE OTHER UNITS OR THE COMMON ELEMENTS, THIS INCLUDES STAIRWAYS AND WALKWAYS.

D. THESE RULES AND REGULATIONS SHALL APPLY EQUALLY TO OWNERS, THEIR FAMILIES, GUESTS AND LESSEES.

19. PENALTIES AND FINES

PURSUANT TO THE BY-LAWS, THE ASSOCIATION SHALL HAVE, THROUGH ITS BOARD, THE RIGHT TO ASSESS FINES AND PENALTIES FOR THE VIOLATION OF THESE RULES AND REGULATIONS. ANY VIOLATION MAY, AT THE BOARDS DISCRETION, SUFFER A FINE OF UP TO ONE HUNDRED (\$100.00) DOLLARS. REPEATED VIOLATIONS MAY ACCUMULATE TO A TOTAL OF ONE THOUSAND (\$1000.00) DOLLARS AS PER STATE LAW.

20. FOOD AND BEVERAGES

A. NO GLASS CONTAINERS ARE ALLOWED AT ANY TIME.

B. OWNERS ARE RESPONSIBLE FOR LEAVING THE COMMON ELEMENTS IN A CLEAN CONDITION. VIOLATORS MAY BE SUBJECT TO A FINE.

C. OUTDOOR COOKING IS RESTRICTED TO AREAS DESIGNATED FOR THAT PURPOSE.



21. VEHICLES

MOTOR HOMES, RECREATIONAL VEHICLES, TRUCKS OR PICK-UPS IN EXCESS OF 6300 LBS. MAXIMUM GROSS VEHICLE WEIGHT, ALL COMMERCIAL VEHICLES (ANY VEHICLE USED FOR COMMERCIAL PURPOSES), MOTOR CYCLES, BOATS, BOAT TRAILERS, GOLF CARTS, CAMPERS AND TRAVEL TRAILERS ARE PROHIBITED, EXCEPT FOR THE PARKING OF RECREATIONAL VEHICLES IN PARKING SPACES OF OWNERS UNIT FOR 24 HOURS TO ALLOW FOR LOADING AND UNLOADING ONLY. NO VEHICLE OF ANY KIND SHALL BE PARKED IN POSTED "NO PARKING" AREAS, OR PARKED IN ANOTHER OWNER'S PARKING AREA. "HANDICAPPED PARKING" SPACES ARE RESERVED FOR THE PROPERLY IDENTIFIED VEHICLES. ANY VEHICLE ILLEGALLY PARKED WILL BE TOWED AT THE OWNERS EXPENSE.

22. PARKING

NO PARKING ON THE STREET ON THE EASTERLY END OF COLD STREAM DRIVE, ACROSS FROM BUILDING SIX CARPORTS. ILLEGAL PARKING IN THIS AREA BLOCKS REFUSE HANDLERS ACCESS TO THE DUMPSTER, AND OWNERS FULL ACCESS TO THEIR CARPORTS.

23. ADOPTING AND AMENDING RULES AND REGULATIONS

A. THE CONDOMINIUM ACT DOES NOT SET OUT A SPECIFIC PROCEDURE FOR THE BOARD OF ADMINISTRATION TO FOLLOW WHEN ADOPTING OR AMENDING ITS RULES AND REGULATIONS. THE BOARD MUST RELY UPON THE PROCEDURES THAT ARE CONTAINED IN THE CONDOMINIUM DOCUMENTS GOVERNING THE COMMUNITY. IF AUTHORITY TO PROMULGATE RULES IS CONFERRED DIRECTLY ON THE BOARD OF ADMINISTRATION, WITHOUT SPECIFYING THE REQUIREMENT OF THE MEMBERSHIP VOTE, THEN THE BOARD MAY ADOPT AND AMEND THE RULES AND REGULATIONS. (F.S. 607.111). YOUR DOCUMENTS CLEARLY STATE THAT THE BOARD OF ADMINISTRATION HAS THE RIGHT TO SET AND AMEND THE RULES AND REGULATIONS OF YOUR CONDOMINIUM.

B. IF ANY MEMBER OR GROUP OF MEMBERS WISHES TO HAVE ANY REGULATION CHANGED THEY MUST FIRST PETITION THEIR BOARD AND CLEARLY STATE IN WRITING THE CHANGE THEY WOULD LIKE TO HAVE MADE. IF THE BOARD DOES NOT AGREE WITH THE SUGGESTED CHANGE THE BOARD MAY AT THEIR DISCRETION POLL THE ENTIRE MEMBERSHIP TO GET THEIR OPINION. THE BOARD MAY ACT IN ACCORDANCE WITH THE OPINIONS OF THE MEMBERS.

