

PARADISE COVE COA

Instructions for Lease OR Purchase Application

**PLEASE NOTE: EFFECTIVE OCTOBER 23, 2012, ALL LEASE APPLICANTS MUST PROVIDE PROOF OF INCOME. TENANTS MUST SHOW INCOME EQUAL TO OR GREATER THAN 2 ½ TIMES THE RENTAL AMOUNT.**

**Fees required**

<u>Lease</u>	<u>Purchase</u>
\$50.00 non-refundable application fee payable to: Banyan Property Management per occupant over 18 years old or per married couple AND \$50.00 non-refundable application fee payable to: Paradise Cove COA per occupant over 18 years old or per married couple	\$50.00 non-refundable application fee payable to: Banyan Property Management per occupant over 18 years old or per married couple AND \$50.00 non-refundable application fee payable to: Paradise Cove COA per occupant over 18 years old or per married couple
Money order or cashier's check is the only form of payment accepted.	

**Documents required, filled out and signed**

<u>Lease</u>	<u>Purchase</u>
<ul style="list-style-type: none"> <li>• Application to the Association (*)</li> <li>• Lease fully executed copy</li> <li>• Rules and Regulations (*)</li> <li>• Driver's License(s) photo ID copy</li> <li>• Copy of vehicle registration</li> <li>• If applicable, provide pet picture &amp; veterinarian's certificate.</li> <li>• Proof of income: 1 month of paystubs or if self-employed last year tax returns.</li> </ul>	<ul style="list-style-type: none"> <li>• Application to the Association (*)</li> <li>• Sale fully executed copy</li> <li>• Rules and Regulations (*)</li> <li>• Driver's License(s) photo ID copy</li> <li>• Copy of vehicle registration</li> <li>• If applicable, provide pet picture &amp; veterinarian's certificate.</li> </ul>
(*) Forms provided in package	

Other information

- Pet restriction: One pet up to 80 lbs. No pit bulls or bull breeds per attached rules.
- Only 2 vehicles permitted per unit. Decal is only issued to vehicles registered in the applicant's name.
- Approval is subject to a criminal background history. **FELONY BACKGROUNDS WILL NOT BE APPROVED.**
- Owners must have any open violation(s) closed and account paid current by the time of approval.
- Owners are responsible for providing tenants/buyers pool and mailbox keys.
- Please allow 10 days to process application.

\*\*\*\* **Application will NOT be accepted without the required fees.** \*\*\*\*  
 \*\*\*\*\* **INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED.** \*\*\*\*\*

Submit the entire package to: Paradise Cove COA  
 800 The Pointe Dr.  
 West Palm Beach, FL 33409

Submit package during: 9:00 a.m. – 3:00 p.m. Monday - Friday



## Proof of Receipt of Documents

I will / have received the Declaration of Covenants and Restrictions, the Articles of Incorporation and the By-Laws of Paradise Cove COA as well as the Rules and Regulations of the community. Documents may be obtained from the website: [www.banyanproperty.com](http://www.banyanproperty.com) under Paradise Cove COA.

### Agreement and Information Release

- I understand that the approval by the Association for purchase/lease of the unit is conditioned upon the truth and accuracy of this notification. Any Misrepresentation or falsification of information of this notification will result in the automatic rejection of this application. Occupancy prior to approval is prohibited.
- I understand the Board of Directors of the Association may cause to be instituted such an investigation of my background as the Board may deem necessary. Accordingly, I specifically authorize the Board of Directors, its managers or agents to make such investigation and agree that the information contained in their application may be used in such investigation and that the Board of Directors and Officers and agents of the Association, its managers or agents shall be held harmless from any action or claim by me in conducted by the Board of Directors, its managers or agents.
- In making the foregoing notification, I am aware that the decision of the Association will be final and no reason will be given for any action taken by the Board. I agree to be governed by the determination of the Board of Directors.
- I hereby authorize and request any present or former landlord, employer, school, police department, financial institution, agency or other person having personal knowledge about me, to furnish bearer with any and all information in their possession regarding me in connection with an application for residence.
- I hereby authorize LexisNexis to obtain and verify such information including accessing consumer reporting agencies as well as performing a criminal eviction record search.
- I have been notified that a consumer report will be requested and understand that the information that LexisNexis obtains is to be used in the processing of my rental application.
- I hereby release and hold harmless LexisNexis its affiliates, employees and agents and any other organization that provides information from any and all liabilities arising out of the use of such information in connection with LexisNexis.
- You are entitled to a complete and accurate disclosure of the investigation's nature and scope as well as a written summary of your rights and remedies under the Fair Credit Reporting Act. Inquiries should be directed to LexisNexis Resident Screening 12770 Coit Rd Dallas TX 75251. By my signature below, I certify that I have read and understand the terms of this rental application.

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

Print applicant name: \_\_\_\_\_

Signature Co-Applicant \_\_\_\_\_ Date \_\_\_\_\_

Print co-applicant name: \_\_\_\_\_

AMENDED AND RESTATED RULES AND REGULATIONS  
FOR PARADISE COVE AT PALM BEACH LAKES  
CONDOMINIUM ASSOCIATION, INC.

1. The sidewalks, entrances, passages, lobbies and hallways and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property or the Units; nor shall any carts, bicycles, carriages, chairs, tables or any other objects be stored therein, except in areas (if any) designated for such purposes.
2. The personal property of Unit Owners, lessees, and occupants must be stored in their respective Units.
3. No articles other than patio-type furniture shall be placed on the balconies or terraces or other Common Elements or Limited Common Elements. The use of barbecues and grills is not permitted on balconies or terraces. The storage of propane or other compressed gas containers on balconies or terraces is forbidden. No linens, cloths, towels, clothing, bathing suits or swim wear, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken, dusted or hung from any of the windows, doors, balconies or terraces or other portions of the Condominium or Association Property or left on a balcony or terrace. Balconies or terraces may not be used as storage areas (except for any Declaration-declared storage space which is part of the terrace or balcony).
4. No Unit Owner or occupant shall permit anything to fall from a window, balcony or door of the Condominium Property, nor sweep or throw from the Condominium Property any dirt or other substance onto or from any of the balconies or elsewhere in the Buildings or upon the Common Elements. Each Unit Owner shall be responsible for cleaning up after themselves, and their guests, tenants and invitees when within the Condominium Property, including, without limitation, placing all trash and/or garbage in the proper receptacles.
5. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association and shall never be placed on any common or limited areas such as walkways, balconies, etc. The requirements from time to time of the company or agency providing trash removal services for disposal or collection shall be complied with. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.
6. Employees of the Association are not to be sent by Unit Owners or occupants for personal errands, The Board of Directors shall be solely responsible for directing and supervising employees of the Association.
7. No repair of vehicles shall be made on the Condominium Property and no inoperable vehicles shall be permitted on the Condominium Property. The term "inoperable" shall be defined by the Board in its sole discretion based upon whether a vehicle may be legally operated on public highways, at any time of day. Without limitation, vehicles leaking fluid or with cracked or damaged headlights, brake lights, turn indicators, windshields, or windows shall be deemed inoperable. Should an inoperable vehicle be found on any Condominium Property, said vehicle will be tagged and the owner of the vehicle shall have 24 hours to either remove the vehicle from the Condominium Property or repair the vehicle or the vehicle shall be subject to being towed from the Condominium Property without further notice.
8. No Unit Owner, lessee, or occupant shall make or permit any disturbing noises by himself or his family, servants, employees, pets, agents, visitors or licensees, nor permit any conduct by such persons or pets that will interfere with the rights, comforts or conveniences of other Unit Owners, lessees, or occupants. No Unit Owner, lessee, or occupant shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier in his Unit or on the Common or Limited Common Elements in such a manner as to disturb or annoy other residents. No Unit Owner, lessee, or occupant shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.

9. No sign, advertisement, notice, or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, on, or upon any part of the Condominium Property, except signs specifically permitted by the Act.
10. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common or Limited Common Elements except such as are normally used for normal household purposes. The storage of propane or other compressed gas containers on balconies or terraces is forbidden.
11. A Unit Owner, lessee, or occupant who plans to be absent during the hurricane season must prepare his Unit prior to his departure by designating a responsible firm or individual to care for his Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage and furnishing the Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association.
12. A Unit Owner, lessee, or occupant shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Buildings. Notwithstanding the foregoing, any Unit Owner may respectfully display flags only as specifically permitted by the Act.
13. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on, upon or in the Condominium or Association Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Condominium. No derrick or other structure designed for use in boring for oil, natural gas or minerals shall be erected, maintained or permitted upon any portion of the Condominium Property.
14. Installation of satellite dishes by Unit Owners shall be restricted in accordance with applicable Federal regulations and the following:
- (a) installation shall be limited solely to the Unit or any Limited Common Elements, specifically the unit rear patio, appurtenant thereto, and no part of the installation may touch or go through any Common Elements. Dish must be installed on a stand designed for that purpose;
  - (b) the dish may be not greater than one meter in diameter, and
- FROM THE DATE OF ENACTMENT OF THESE RULES, ANY SATELLITE DISH THAT DOES NOT MEET THESE CRITERIA MUST COME INTO COMPLIANCE WITHIN 30 DAYS AFTER ANY TRANSFER OF THE UNIT OWNERSHIP OR CHANGE IN RESIDENT.
- All satellite and cable installation contractors or representatives must register with the Association office prior to commencement of installation.
15. No window air-conditioning units may be installed by Unit Owners, lessees, or occupants. No Unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass, unless approved, in advance by the Board of Directors in writing. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.
16. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them with these Rules and Regulations and all other governing documents of the Association. Loud noises will not be tolerated. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing the recreational facilities.
17. Pets, birds, fish and other animals, reptiles or wildlife shall neither be kept nor maintained in or about the Condominium Property except in accordance with the following, in addition to the applicable terms of the Declaration:

- (a) Dogs and cats shall not be permitted outside of their owner(s) Unit unless attended by an adult and on a leash not more than six (6) feet long. Said dogs and cats shall only be walked or taken upon those portions of the Common Elements designated by the Association from time to time for such purposes. In no event shall said dog or cat ever be allowed to be walked or taken on or about any recreational facilities contained within the Condominium Property.
- (b) Fish or caged domestic (household-type) birds may be kept in the Units, subject to the provisions of the Declaration.
- (c) Unit owners/tenants shall immediately pick up all solid wastes from their pets and dispose of same appropriately. Tenants who receive more than two notices from the Association that this provision has been breached by the tenant and/or the tenant's guests or invitees may have his or her lease terminated, in the sole discretion of the Board.
- (d) No aggressive breeds, as defined and determined by the Board of Directors, are permitted in the Development. Without limitation, American Pit Bull Terriers, American Staffordshire Terriers, Staffordshire Bull Terriers, Bull Terriers and mixes of these breeds are strictly prohibited. Owners of breeds believed to be prohibited must submit the results of a DNA test performed by a licensed laboratory upon request; tenants must submit said results prior to tenancy.
- (e) Only one dog or cat is permitted per Unit.
- (f) Pets may not be left unattended on patios or balconies or any other portion of the Condominium Property.

18. Anyone using tobacco products on or about the Common Elements and Limited Common Elements are responsible for disposing of same in appropriate receptacles.

19. Parking:

- (a) No motorcycles may be permanently parked on the Condominium Property.
- (b) No vehicles over 7500 pounds GVWR may be permanently parked on the Condominium Property.
- (c) No signs or external appurtenances (e.g., ladder racks, tool boxes, etc.) are permitted for any vehicle permanently parked on Condominium Property.
- (d) No Unit Owner or lessee may permanently park more than two vehicles on Condominium Property unless a different Unit Owner shall grant a written license for one of the different Unit Owner's parking spaces to the Unit Owner desiring more than his allotted parking spaces and a copy of said written license is provided to the Association prior to the license taking effect.
- (e) Only one vehicle per parking space shall be permitted.
- (f) No vehicle with wheels or tires larger than original equipment may be permanently parked on the Condominium Property.
- (g) No vehicle with more than four wheels, no matter how configured, may be permanently parked on the Condominium Property.

For purposes of this paragraph, "permanently parked" shall mean being on the Condominium Property for any amount of time for two consecutive days. The restrictions contained in this paragraph do not apply to visitors, including vehicles of persons authorized to be on the Condominium Property for repair and/or maintenance purposes.

Vehicles parked in areas not specifically designated for parking vehicles or those without parking decals or visitor passes may be towed without advance warning.

All residents will be issued a parking decal for their vehicle that must be displayed at the lower corner of the drivers' side on the rear window. Only owners and those listed on the lease will be issued a parking decal. A copy of the current car registration and driver's license will be necessary to obtain a parking decal.

Any guest staying over-night must obtain a temporary parking permit that must be displayed in the rear view mirror of the car when parked on the premises. One guest vehicle per unit may park overnight.

All vehicles must be parked within the parking lines and the front of the vehicle facing the sidewalk or curb (head-in parking only).

20. No persons are permitted on the roofs of any Condominium Property without the explicit permission of the Association.

21. Any construction of any type performed or authorized by a Unit Owner must strictly comply with all federal, state, and local building and fire safety codes.

22. Every Owner, lessee, and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, Bylaws and Articles of Incorporation of the Association as amended from time to time. Failure of an Owner, lessee, or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof.

In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner or lessee for failure of an Owner or lessee, his family, guests, invitees, or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation, or Bylaws provided the following procedures are adhered to:

- (a) Notice: The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fifteen (15) days and said notice shall include:
  - (i) a statement of the date, time and place of the hearing;
  - (ii) a statement of the provisions of the declaration, association bylaws, or association rules which have allegedly been violated; and
  - (iii) a short and plain statement of the matters asserted by the association.
- (b) Hearing: The non-compliance shall be presented to a committee of other Unit Owners, who shall hear reasons why penalties should not be imposed. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the committee. A written decision of the committee shall be submitted to the Owner or occupant by not later than twenty-one (21) days after the meeting.

- (c) Fines: The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time.
- (d) Violations: Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.
- (e) Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.
- (f) Fines shall be assessable, lienable, and foreclosable.
- (g) Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.
- (h) Non-exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant.

23. Tenants who receive notification that they have breached any rule and regulation, or any provision of any other governing document of the Association, may have his or her lease terminated, in the sole discretion of the Board.

24. The Association may suspend, for a reasonable period of time, the right of a unit owner, or a unit owner's tenant, guest, or invitee, to use the common elements, common facilities, or any other association property for failure to comply with any provision of the declaration, the association bylaws, articles of incorporation, or rules and regulations of the association.

25. SALES & RENTALS:

- (a) No sale or rental shall be approved by the Association if the unit is in arrears as to any amount due to the Association from the Owner(s) or prior tenant(s).
- (b) The Association may charge an application fee for each adult applicant or married couple to pay for a background check. Additionally, the property management company may charge an application fee for each adult applicant or married couple to pay for application processing. All application fees must be in the form of cashier's check or money order. All adult residents must be screened prior to moving in and receive an association approval. The Association may require a showing by the proposed tenant(s) that tenants' total gross monthly income is at least two and one-half times the proposed monthly rent.
- (c) No lease shall be less than 6 months. No unit may be leased more than twice in one calendar year.
- (d) If any tenant is convicted of a crime which would have been disqualifying had it occurred prior to applying for tenancy approval is convicted of such a crime after approval, said approval may be revoked at the discretion of the Board of Directors.

26. RECREATIONAL AMENITIES:

- (a) The pool, gym, racquetball court and tennis courts are for the use of owners, lessees, and residents only. Guests must be accompanied by the owner or lessee of the unit to use the facilities. A resident may bring a maximum of two (2) guests at one time to the gym and tennis court and a maximum of six (6) guests to the



pool. Children under the age of 12 must be accompanied by an adult in the recreational areas. Residents and guests must be prepared to present identification if asked to do so by the Board of Directors, its management or representatives. Failure to provide identification upon request may result in removal from the recreational amenities.

- (b) Any owner or lessee whose unit is in arrears to any amounts due the Association may be denied access to the recreation facilities. Rights to use the facilities may also be suspended if the owner or lessee has a violation that is not corrected. Owners or lessees using the facilities must provide identification to the Association's agent upon request.
- (c) Use of radios, tape decks, cd players, mp3 players or similar devices, without headphones, is prohibited.
- (d) Pets are not permitted in the pool or pool enclosure, even if carried.
- (e) Parties of more than six (6) are prohibited at the pool, pool deck, and pool enclosure unless approved in writing by the Board of Directors.

27. All unit owners and lessees must provide a key to the Association to be used in the event of an emergency. In the event the Association must enter a unit where the current key has not been provided, the Association will charge the unit owner or lessee for opening and lock replacement, at a rate of \$100.00 for the first lock and \$25.00 for each additional lock, which amounts may be changed from time-to-time without advance notice.

28. These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium, including any exhibits and amendments thereto, provided that the provisions of same shall control over these rules and regulations in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted. Notwithstanding the foregoing, in the event of any conflict between the provisions of these Rules and Regulations and other Condominium Documents, the Declaration shall control over the Bylaws, which shall prevail over the Articles of Incorporation, which shall prevail over any rules and regulations. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners or lessees from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of the Board.

29. The capitalized terms used herein have the same definition as found in the Declaration.