

**SOMERSET HOMEOWNERS ASSOCIATION, INC  
C/O GRS COMMUNITY MANAGEMENT, INC.  
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PHONE (561)641-8554 FAX (561) 641-9448**

**RULES AND REGULATIONS**

**INTRODUCTION:**

Our goal is to maintain an enjoyable community environment for each resident and a high quality of life at Somerset. To achieve that goal, each resident must observe the following Rules and Regulations.

The Rules and Regulations hereinafter enumerated shall be deemed in effect and shall apply to and be binding upon all owners. Owners shall, always, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, lessees/tenants, and all persons over whom they exercise supervision.

**OWNERS MUST ADVISE LESSEES/TENANTS, RELATIVES AND GUESTS OF ALL THE RULES AND REGULATIONS PERTAINING TO THE USE AND CARE OF THE PREMISES AND RECREATIONAL AREAS (I.E. COMMON AREAS, PARKING, POOL, TRASH, ETC.).**

Common areas are the concern of the Somerset Homeowners Association Board of Directors, the Property Management Company and Manager thereof. Any necessary work to be done in common areas for the good and welfare of the residents is determined by these entities.

Monthly maintenance assessments are due on the first (1<sup>st</sup>) of each month. Any monthly payments past due will be charged a \$25.00 fee each thirty (30) days past due along with a \$25.00 administrative fee to process a (thirty) 30-day notice of late assessment letter. If not paid within thirty (30) days of notice, the account will be sent to the attorney for further action. If a monthly maintenance assessment is not made within thirty (30) days of the due date, the Board may accelerate the entire annual payment of the assessment and declare it due and payable immediately. While in default, the Board may suspend the right of use of common areas.

The Board has established Rules and Regulations with which all owners, relatives, lessees/tenants, and guests must comply.

**PARKING:**

All residents must park vehicles or motorcycles in the two spaces designated to them by the Association ONLY. Motorcycles may be walked and placed within the unit's privacy courtyard.

All residents are assigned two (2) parking spaces ONLY.

**ALL VEHICLES MUST BE REGISTERED WITH ASSOCIATION THROUGH THE MANAGEMENT COMPANY.**

Vehicles must have a current registration and license tag. Inoperable vehicles or stored vehicles will not be permitted in parking spaces or any part of the court's pavement or common areas.

Guest spots may not be assigned and are for the primary use of visitors. **Residents are NOT permitted to utilize guest spots at any time or because an owner(s) or lessee(s)/tenant(s) has more than two (2) vehicles. If a unit has more than two (2) vehicles, the third (3<sup>rd</sup>) or more vehicle(s) will have to be parked outside of the community.**

Visitors may park in guest spots for a period of two (2) days or less. Any visitor parking over two (2) days but no more than seven (7) days maximum, must be approved by the property manager. No visitor can exceed the 7-day maximum allowed. No visitor shall park in one or more guest spots for more than a total of seven (7) days each quarter. A quarter shall commence January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup>, and Oct 1<sup>st</sup> of any given year. If it is anticipated that a visitor will exceed seven (7) days in a quarter, the owner or lessee/tenant hosting visitor shall notify visitor that the Board shall not provide permission to exceed the allotted parking time per quarter and visitor will be required to find another alternative to park outside of the community.

**NO VEHICLES OF ANY NATURE, INCLUDING DELIVERY VEHICLES, ARE TO BE PARKED OR DRIVEN ON ANY OF THE COMMON AREA GRASS SURROUNDING THE UNITS, POOL, OR LAKES.**

NO boats, trailers, business/commercial vehicles, or campers shall be parked on the property. NO trucks or vans which are larger than one-half ton, or which have rear dual tires shall be parked on the property.

NO vehicle repairs or maintenance, except for minor repairs (changing a flat tire and/or replacing a battery), shall be permitted on the property. Each resident is to remove any vehicle residue, such as oil, grease, etc., from their parking spaces as needed.

Residents and guests shall not store, park, or leave boats, boat trailers, tractor trailers or any other trailer in courts nor shall they be parked on the common grass area, including the swale.

Improper or unauthorized parking could result in the vehicle being towed, at the vehicle owner's expense. All vehicles parked on common area grass, including the maintained swale, (except for occasional or temporary parking on the swale, (**OVERNIGHT PARKING ON SWALE IS NOT PERMITTED FROM 1:00 AM UNTIL 7:00 AM**) are subject to being towed at the vehicle owner's expense. If there is any damage to the common area grass or irrigation system, fees will be charged to the owner.

If any vehicle is issued a sticker of final tow, and the vehicle owner does not cure the violation within 24 hours, the vehicle will be towed at the vehicle owner's expense. NO other warning will be given.

**RECREATION FACILITIES:**

A key fob for the pool/restrooms was already issued to each owner. **The replacement cost is \$25.00, payable to the Somerset HOA.**

**1. SWIMMING POOL:**

Pool hours are from Dawn to Dusk.

People who are not proficient swimmers may not use the pool without adult supervision.

All incontinent persons are required to wear waterproof pants in the pool.

Shower before entering the pool.

The pool area may be slippery when wet.

NO diving, running or rough play.

NO pushing anyone in the pool.

NO swimming during rain or thunderstorms.

NO swimming under the influence.

NO bicycles, skateboards, roller blades, roller skates, scooters, floats, or toys permitted.

NO food and drink permitted.

NO animals permitted.

NO glass containers permitted.

NO smoking.

**The pool safety equipment, which includes the life preservers and pool hooks located on each side of the fence, are NOT to be used as toys. If used as such, a violation will incur, fines may be assessed, and pool access will be suspended for 30 days. If the equipment is damaged from improper use by a resident or their guests, fees will be charged to the owner for replacement.**

**2. TENNIS COURTS:**

All residents are reminded NO bicycles, skateboards, roller blades, roller skates, scooters, or dogs are permitted on the courts.

**3. LAKE:**

Fishing is restricted to residents and their guests. No swimming is permitted in the lake.

### **PETS:**

A maximum of two (2) dogs and other household pets may be kept inside the dwelling, if their presence causes no disturbance to others. All pets must be registered with the Association through the management company, properly licensed with the County Animal Control Division and vaccinated. All dogs shall be kept on a leash when outside their own unit. **Dogs are not permitted to walk around common areas of other units including walkways other than their own unit.** **Pet owners must pick up and properly dispose of pet waste to properly maintain the health and beauty of the Association common areas.** Residents should report any issues with dog walking of a certain unit or any persistent barking problems from a certain unit to the unit owner, if lessee/tenant, or if owner, to the management company/property manager.

Owners are legally responsible for the actions of their own pets as well as the pets of guests/lessees/tenants who stay in their unit. Each pet owner indemnifies the Association or other resident for any loss or damage caused by their pet.

### **GENERAL RULES:**

No nuisance shall be permitted to exist upon any property to be detrimental to any other property in the vicinity thereof, or to its occupants. No owner(s), lessee(s)/tenant(s) or guest(s) shall create or permit any disturbance that will interfere with the right, comforts, or convenience of others.

### **ALTERATIONS AND ADDITIONS:**

Temporary or permanent utility or storage sheds, screened enclosures, buildings, tents, structures, and improvements, including fence shall not be constructed without approval of the Architectural Committee. **An Architectural Review Committee (ARC) form must be completed and turned into the management company for approval, prior to making exterior changes.**

Each unit has almond colored vertical window treatments, which shall not be changed in color. All structural colors or window frames, screens, etc., shall, upon replacement, follow the original architectural color scheme and style, unless otherwise approved by the Architectural Committee.

Hurricane Shutters - an ARC application shall be submitted with a copy of the contractor's drawings, material specifications, type, and code requirements. The color of the shutter shall comply with the dark bronze color scheme of the window and sliding door frames.

Replacement or repair of the privacy gate and fence is the sole responsibility of the owner. All fence replacement or repair must be approved by the Architectural Committee prior to any work being completed. Doing any work without a written approval is a violation and may result in fines.

Whether a partial or full replacement, all fences must meet these requirements below:

1. HEIGHT 6"
2. INSTALL: HAND BUILT OR PREFAB
3. POSTS: 4" X 4" PRESSURE TREATED PINE WOOD 8' ON CENTER -PALM BEACH COUNTY
4. HORIZONTALS: 2" X 4" PRESSURE TREATED PINE
5. PICKETS: DOGEARED STYLE 5/8" 8 X 6" PRESSURE TREATED PINWOOD
6. GAP: 2.5" STANDARD GAP OPTION & 1.75" GAP REQUIREMENT FOR POOL CODE
7. NAILS: HOT DIPPED GALVANIZED
8. FOOTERS: CONCRETE

Fence sections must be securely anchored to the ground; by placement of main 4x4 in a poured concrete base. Straps or wires cannot be used to secure.

All landscaping should be trimmed back from the side of fence. Any roots or other obstructions must be cut and cleared beneath the fence to allow a clean installation and ensure the long-term integrity of the structure.

Wobbly fences- Installation must include all sections that are not securely anchored in ground – if the fence can be moved by pushing it with one hand - it is not secure.

Any vertical boards with significant wood rot or other damage must be replaced.

It is the owner's responsibility to remount and/or replace any unit numbers in a style consistent with current numbers.

On installation, email the property manager to request an inspection.

On inspection, if not done in accordance with ARC, approval will be remanded, and the owner will need to correct any non-conformities within (thirty) 30 days, or a violation will be placed, and fines may be assessed.

If an inspection finds work was done in accordance with these guidelines, the ARC will be closed out. Maintenance will then be given a work order to repaint the exterior of the fence.

Interior of Fence. The owner is responsible for painting the interior and can purchase paint through Porter Paints and ask for the Somerset fence color or use a clear waterproof sealer. Painting in another color will result in a violation and fines assessed.

### **USE AND OCCUPANCY:**

All garbage cans, trash containers, bikes or other articles and property shall be kept stored and placed in an area not visible from the outside of the unit. All units shall be maintained in "first class" condition, including balconies, which will also display a neat and uncluttered appearance. All units shall be kept in a clean and sanitary manner. NO rubbish, refuse or garbage is permitted to accumulate, or any fire hazard permitted to exist.

**NO benches, chairs or any other personal property shall be placed or stored on common areas, which means any area outside of your privacy fence and gate. NO permanent or temporary structures can be erected or placed on common areas. Ex. bounce houses, inflatable objects, water slides, tents, smokers, grills, chairs, tables, etc.**

NO signs, except as approved by the Board, shall be placed, erected, or displayed on or upon any part of the unit or property maintained by the Association; this includes real estate sales, open house, and yard sale signs.

NO trade or business shall be conducted, nor any commercial use made, in any unit.

NO stable, livery stable or barn shall be erected, constructed, or permitted or maintained by any unit.

NO horses, hogs, cattle, cows, goats, sheep, poultry or other animals, birds or reptiles shall be kept, raised, or maintained in any unit.

DO NOT flush any material or item down the toilet other than toilet paper. Ex. feminine products, baby wipes/wet wipes/cleaning pads, dental floss, Q-tips/cotton balls, diapers, pills, or paper towels/tissues. Flushing anything other than toilet paper can damage internal plumbing and sewer systems.

DO NOT pour grease down any drain. It may look like a liquid that can easily be dumped down a drain, but when it cools, it will congeal and clog up your pipes. Collect your grease in a glass jar and throw it in the trash or save the grease and reuse it.

A unit is to be restricted to residential use as a single-family residence by the owners thereof, their immediate families, guests, or lessees/tenants. NO more than five (5) people shall be permitted to reside in a unit on a permanent basis. **Permanent resident means anyone staying for more than seven (7) days in a row or more than fourteen (14) days within a six (6) month period. ALL PERMANENT RESIDENTS MUST BE REGISTERED WITH THE ASSOCIATION THROUGH THE MANAGEMENT COMPANY.**

All foliage, shrubs, trees, and flowers within the privacy court are the responsibility of the unit owner. NO fruit bearing trees, plants, shrubs or bushes are to be planted. Trees must not be over 10 ft tall, must not touch any area of the building or roof tiles and must not hang over the privacy fence. NO foliage, shrubs, flowers, or tree branches shall protrude through the fence slats. Attention and periodic trimming, pruning and maintenance must be administered by the unit owner to keep said items off the

exterior surface of the fence and building. All trees shall be trimmed and prepared from April to June for Hurricane Season. If this maintenance is not done in a timely fashion, the Board may have the work done and charge the unit owner accordingly.

All foliage and vegetation must be cut and placed in black trash bags and placed inside the dumpster for trash pick-up on Monday and Thursday of each week. **DO NOT PLACE FOLIAGE OR VEGETATION WITHIN THE SURROUNDING AREA OF THE DUMPSTER OR COMMON AREA.**

All residents must package garbage in plastic bags and place them inside the respective court dumpster. All items that can be recycled can be placed in the appropriate containers.

Recycling containers provided are yellow and blue.

Yellow bins are for cardboard (flattened), newspaper and inserts (no plastic bags), office and school paper, mail, magazines, dry food boxes (NO food stains), paper bags, cardboard paper rolls, pizza boxes (NO food stains). Blue bins are for plastic bottles and containers (lids ON; two (2) gallons or less), cans (food and beverage), glass bottles and jars (lids OFF), cartons (milk or juice – lids ON), drink boxes (NO pouches).

PLEASE NO: plastic bags, foam products, aluminum foil or pans, shredded paper, plastic eating utensils or straws, paper plates, paper towels or napkins, coat hangers, light bulbs, needles.

**WHEN IN DOUBT, THROW IT OUT.**

#### **GARBAGE PICK UP SCHEDULE:**

Trash – Monday / Thursday

Bulk – Wednesday

Recycle – Saturday

**BULK ITEMS MUST NOT BE PLACED AT THE COLLECTION AREA, NEXT TO THE DUMPSTER, UNTIL TUESDAY NIGHT FOR WEDNESDAY PICK UP.**

It is the responsibility of each resident to dispose of construction items materials. Ex. Any type of wood or fencing, baseboards, drywall, wood flooring, tile, carpeting, landscaping debris, etc. Construction materials may not be left in individual courts or placed in dumpsters. Please arrange for all construction materials to be removed by your contractor, or you may take them to the Transfer Station. The SWA Central County Transfer Station is located at 1810 West Lantana Road, Lantana 33462. Hours of operation are Monday-Friday, 7AM-5PM, Saturday 7AM-Noon.

#### **SALES & LEASES:**

Owners who wish to lease or sell their unit shall obtain a "Lease/Sale" application from the management company. When properly completed this application along with an application fee of \$200.00, cashier check or money order only, payable to GRS Community Management, and \$100.00 payable to Somerset Homeowners Association, shall be submitted to the Board of Directors for approval. Non-compliance with this procedure can jeopardize the lease/sale.

A prospective buyer or lessee must appear for an orientation with the Property Manager before approval is granted. An orientation appointment should be made with the Property Manager no less than 10-15 days prior to closing or leasing of the unit.

Units may be rented for a term of not less than three months, but only twice during any calendar year. In determining this, the term of the lease not the date of the lease shall be used.

Should any changes occur to the lease, the management company must be notified.

**1. LEASING OF HOME.** An Owner may lease or grant a license for only his or her entire unit and dwelling structure, and then only in accordance with these rules and regulations, after receiving the approval of the Association as provided for in these rules. Reference to "leasing" shall include rental and a license with the Owner. Prior approval is also required in connection with any lease renewal and in connection with any change in occupancy under, during or along with a lease. A lease or rental shall exist if any form of consideration (whether for services, employment or otherwise) is paid or exchanged. Any lease, lease renewal

license, or change in occupancy under, during or along with a Lease or license is referred to in these Rules and Regulations as a "Transfer".

## 1.1 Procedures.

A. Notice by the Owner. An Owner shall give to the Board of Directors or its designee written notice of an intended Transfer at least thirty (30) days prior to the proposed Transfer and occupancy thereunder, together with the name and address of the proposed lessee(s), an executed copy of the proposed lease, the names of the intended occupants to occupy the Unit along with the lessee and such other information as the Board may reasonably require as to the proposed lessee(s) and any intended occupants. The Board shall require the personal appearance of any lessee(s), and his or her spouse and any other intended adult occupants, as a condition of approval. No occupancy or placement of personal belongings on or in the Dwelling Structure is permitted prior to the Board's approval.

B. Approval. After the required notice and all information, transfer fee, and appearances requested have been provided, the Board shall approve or disapprove the proposed Transfer within thirty (30) days. The Transfer approval includes approval of the lessees and all intended adult occupants. If the Board neither approves nor disapproves within this time period, such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a letter of approval to the Owner.

C. Disapproval. A proposed Transfer shall be disapproved if a Board so votes, and in such case the Transfer shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, any one or more of the following:

1. The Owner is delinquent in the payment of assessments or other monetary obligations due and owing to the Association at the time the application is considered, and the Owner does not bring the delinquency current (with any interest, late fees, costs and attorneys' and paralegal fees also due and owing) within a time frame required by the Board of Directors;
2. The Owner has a history of leasing his or her Unit/Dwelling Structure to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his or her Unit/Dwelling Structure;
3. The application on its face appears to indicate that the person seeking approval and/or intended occupants intend(s) to conduct himself/themselves in a manner inconsistent with and/or are unable to comply with the Governing Documents and/or Rules and Regulations of the Association;
4. The prospective lessee or other intended occupants have been convicted of a felony involving violence to persons or property, felony sex offenses, or felony drug offenses;
5. The lessee or other intended occupants, during previous occupancy, have violated the Governing Documents and/or Rules and Regulations of the Association;
6. The lessee(s) or intended occupants have failed to provide the information or appearances required to process the application in a timely manner, or provided false information during the application process; or the required transfer fee is not paid; or
7. The Owner fails to give proper notice of his or her intention to lease his or her Unit to the Board of Directors.
8. Notice of disapproval shall be sent or delivered in writing to the Owner.

D. Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board at its election may approve or disapprove the lease.



- E. Unapproved Transfers. Any Transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board of Directors. The Association shall have the right to remove any occupant(s) and personal belongings by injunctive relief or by other means provided in the Declaration should these rules be violated.
- F. Application Form. The Association is vested with the authority to prescribe an application form such as may require specific personal, social and other data relating to the intended lessee(s), and occupants, as may reasonably be required by the Association in order to enable the Association to reasonably investigate the intended lessee(s), and adult occupants within the time limits extended to the Association for that purpose, inclusive of criminal and other background checks. The application shall be complete and submitted to the Association along with and as an integral part of the notice of intended Transfer.
- G. Transfer Fee. The Board of Directors is empowered to charge a fee in connection with and as a condition for the approval, in the amount as set by the Board of Directors from time to time. Each intended adult occupant who is not a lessee shall be considered a separate applicant, subject to a separate transfer fee.

1.2 Contents in Lease Agreement. Every lease as of the date of recording of this amendment must be in writing, whether oral or written, and shall contain, and if it does not contain, shall automatically be deemed to contain, the following:

- A. The lessee and all occupants shall abide by all provisions of the Governing Documents and Rules and Regulations, as amended from time to time, which are deemed incorporated into the lease, the failure of which shall constitute a material default and breach of the lease.
- B. The parties recognize that the Association, as agent for the landlord/Owner, has the power to evict the lessees/tenants and occupants under Chapter 83, Florida Statutes, for violations of the Governing Documents and Rules and Regulations, as amended from time to time.
- C. The Association is entitled to an assignment of rent from the tenant when the Owner is delinquent in the payment of any monetary obligation due and owing to the Association, as provided for in Chapter 720, Florida Statutes as amended from time to time. Where the tenant fails to make the required rent payment to the Association, or the landlord collects rent directly from the tenant after the Association provided such notice to the Owner and tenant, same shall be considered a material breach of the lease.

1.3 Additional Restrictions.

- A. The minimum term for any Lease shall be three (3) consecutive months, and no lease shall be made more often than twice in any 12-month period; a lease is considered made on the first day of the lease term.
- B. No rooms may be rented, and no subletting is permitted.

2. OWNERSHIP AND TRANSFER OF OWNERSHIP OF UNITS. In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Units and Dwelling Structures, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of the ownership of a Unit shall be subject to the following provisions so long as the Community exists, which provisions each Owner of a Unit agrees to observe. Reference to "Unit" shall include the Dwelling Structure under these Rules and Regulations.

2.1 Forms of Ownership. There is no limitation on who may own a Unit.

2.2 Transfer of Ownership of Units.

- A. Transfers Subject to these Rules

1. Sale or Gift. No Owner may dispose of a Unit or any interest in the Unit by sale or gift (including agreement for deed) without written approval of the Board of Directors;
2. Other Transfers. If any person acquires title in any manner not considered in the foregoing subsection (a)(i), his or her right to occupy or use the Unit or to continue occupying or using the Unit shall be subject to the approval of the Board of Directors (that person having no right to occupy or use the Unit before being approved by the Board of Directors) under the procedures outlined below.

The foregoing is sometimes referred as a 'Transfer'. The term 'Transfer' also includes any intended non-Owner occupants to occupy the Unit along with the Owner;

## 2.3 Procedures.

### A. Notice to Association.

1. Sale or Gift. An Owner intending to make a sale or gift of his or her Unit or any interest in the Unit shall give to the Board of Directors or its designee written notice of such intention at least thirty (30) days prior to the intended closing date, together with the name and address of the proposed purchaser or donee, an executed copy of the sales contract, if any, the names and addresses of the intended occupants to occupy the Unit along with the Owner, and such other information as the Board may reasonably require, and transfer fee has been paid. The Board shall require the personal appearance of any purchaser (s) or donee(s) and his or her spouse and other intended adult occupants, as a condition of approval.
2. Other Transfers. The transferee(s) must notify the Board of Directors of his or her ownership and submit a certified copy of the instrument evidencing his or her ownership and such other information as the Board may reasonably require. The transferee(s) shall have no occupancy or use rights unless approved by the Board.
3. Demand. With the notice required above, the Owner or transferee seeking approval may make a written demand that if the transfer is disapproved without good cause, the Association shall furnish an approved alternate purchaser upon the same price and terms as in the disapproved sales contract, or if no contract is involved, for the fair market value of the Unit determined as provided below. This obligation of the Association exists only if the written demand is made by the Owner or transferee along with and at the same time as the provision of the notice set forth in Section 9.3.A above.
4. Failure to Give Notice. If no notice is given, the Board of Directors, at its election, may approve or disapprove at the time it learns of the transfer. If any Owner fails to obtain the Association's approval prior to selling an interest in a Unit, or making a gift of the Unit or otherwise obtaining title, such failure shall create a rebuttable presumption that the seller and the purchaser, or Owner making the gift, or otherwise intend to violate the covenants of this Declaration, and shall constitute good cause for Association disapproval.

- B. Approval. Within thirty (30) days of receipt of the required notice, transfer fee, personal appearances and information requested, the Board shall approve or disapprove the Transfer. The Transfer approval includes approval of the Owner/purchaser of all intended adult occupants. If a Transfer is approved, the approval shall be stated in a letter of approval signed by an officer or designee and delivered to the transferee. If the Board neither approves nor disapproves within this thirty (30) day time limit, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue such a letter to the transferee.

### C. Disapproval.

1. With Good Cause. Approval of the Association shall be withheld if the Board so votes. Good cause for disapproval shall include but not be limited to the following:



- (a) The person seeking approval or intended occupants have been convicted of a felony involving violence to persons or property, or felony drug offenses;
- (b) The application for approval on its face indicates that the persons seeking approval or intended occupants intend(s) to conduct himself/themselves in a manner inconsistent with and/or are unable to comply with the Governing Documents and/or the Rules and Regulations of the Association;
- (c) The person seeking approval or intended occupants, during previous occupancy, have violated the Governing Documents and/or Rules and Regulations of the Association, by his or her conduct in the Community as a tenant, Owner or occupant of a Unit, or such attitude at the personal appearance before the Board or its designee;
- (d) The person seeking approval has failed to provide the information, fees, including appearances required to process the application in a timely manner, or provided false information during the application process, or the required transfer fee is not paid; or
- (e) The Owner is delinquent in the payment of the assessments or any other monetary obligations at the time the application is considered, the Owner does not bring the delinquency current (with any interest, late fees, costs and attorneys' and paralegal fees also due and owing) within a time frame required by the Board of Directors.
- (f) The person who must seek approval fails to give proper notice of his or her intention to transfer title to the Unit or to continue as Owner of a Unit upon a gift or inheritance.
- (g) The creditworthiness of the purchaser is such that there is a reasonable belief that the person will be unable to pay monetary obligations due and owing to the Association as an Owner.

E. General Provisions.

1. Unapproved Transfers. Any Transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board of Directors. The Association shall have the right to remove any occupant(s) and personal belongings by injunctive relief or by other means provided in this Declaration should these rules be violated.
2. Application Form. The Association is vested with the authority to prescribe an application form such as may require specific personal, social, financial, and other data relating to the intended purchasers or new owners, and adult occupants, as may reasonably be required by the Association in order to enable the Association to reasonably investigate the intended purchasers, new owners and occupants within the time limits extended to the Association for that purpose as set forth in these rules. The application shall be complete and submitted to the Association along with and as an integral part of the notice of intended Transfer.
3. Transfer Fee. The Board of Directors is empowered to charge a fee in connection with and as a condition for the approvals in the amount as set forth by the Board of Directors from time to time.

**CONCLUSION:**

No improper, offensive, or unlawful use shall be made of any unit and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

**ANY VIOLATION ISSUED MAY INCUR FINES OR BE SENT TO THE ATTORNEY FOR FURTHER ACTION.**

No person shall use the unit or any parts thereof in any manner contrary to this Declaration.