

## Golfview Manor II Lease Application

Date \_\_\_\_\_

Owner Name(s) \_\_\_\_\_

Property Address \_\_\_\_\_

Owner's Cellular Phone Number \_\_\_\_\_

Tenants' Names (each occupant must be listed individually, increasing the number of occupants during this lease term is prohibited)

1. \_\_\_\_\_ 2. \_\_\_\_\_

3. \_\_\_\_\_ 4. \_\_\_\_\_

Tenants' Telephone Numbers (2 required) 1. \_\_\_\_\_ 2. \_\_\_\_\_

Tenants' E-mail Address \_\_\_\_\_

Tenants' Current Address \_\_\_\_\_

\*Contact Person \_\_\_\_\_

Contact's Phone Numbers (2 required) 1. \_\_\_\_\_ 2. \_\_\_\_\_

Proposed Lease Term to Start \_\_\_\_\_ End \_\_\_\_\_ (One Month Minimum if furnished; One Year Maximum). Attach legible copy of executed Lease, and copies of all background and credit information in possession of Owner, Tenant or Realtor, related to this application for this lease. There is a \$100.00 Application Fee. Owner and Tenant represent to each other and to the GVM2 Association that:

(a) this Application, including the attachments, is true and complete, and contains no misleading information;

(b) they have a copy of, and have read and understand, the Declaration of Condominium and the Rules and Regulations (collectively, "Declaration"), of GVM2;

(c) they know of no event or situation that would give rise to disapproval of this Lease Application;

(d) to the extent any provision in the proposed Lease, or executed Lease, is ambiguous or inconsistent with the requirements of the Declaration, such provisions shall be interpreted by the BOD of GVM2 to be consistent with the Declaration, and, if that interpretation is not acceptable to either the Owner or Tenant, the BOD may declare such provisions to be null and void, which determination shall be binding upon Owner and Tenant;

(e) should any assessments on the property be delinquent while rent is due Owner, Tenant will, upon request by GVM2, pay such delinquency to GVM2 and, in such event, Owner shall allow such payments to be a permitted setoff against rent next due and payable under the Lease; and

(f) their representations, covenants, agreements, and acknowledgements in this Lease Application shall be effective on the date hereof, continue during the term of the Lease, and shall survive termination of the Lease.

Owner and Tenant each covenant and agree to abide by all obligations described in the Declaration, as the same may be amended and supplemented from time to time. Owner and Tenant acknowledge that this Lease and Lease Application may be disapproved for any of the reasons described in the Declaration.

Owner Signature(s) \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

Tenant Signature(s) \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

- \* Contact Person - Designated individual that will be available for any issues regarding the lease of this property. The Contact Person cannot be the Tenant or any individuals who will be residing in the home during the lease term.

# GOLF VIEW MANOR II CONDOMINIUM

## RULES AND REGULATIONS

*Effective: May 1, 2004*

These Rules and Regulations for the condominium property, the common elements, the limited common elements, and the condominium units are in effect until amended by the Board of Directors of the Condominium Association, and apply to all unit owners, all tenants, their guests, servants, persons for whom they are responsible, and persons over whom they exercise control and supervision.

Violations of these Rules and Regulations may subject the violator to legal remedies available to the Condominium Association and other unit owners. Violations may be remedied by injunction, fines or other legal means and the Association is entitled to recover in said actions any and all court fees and costs incurred by it, together with reasonable attorney's fees, against any person violating the Rules and Regulations, the Declaration, the Articles of Incorporation or the By-Laws of the Condominium.

The Board of Directors may adopt or amend previously adopted Rules and Regulations governing the details of the operation, use, maintenance, management, and control of the limited common elements or the common elements of the condominium and any facilities or services made available to the unit owners. Any waivers, consents, or approvals given under these Rules and Regulations by the Board of Directors are revocable at any time and are not a waiver, consent or approval of similar situations unless such approval is given in writing by the Board of Directors. Rules and Regulations included here are in accordance with Florida Statutes, Golf View Manor II Condominium Declaration, the Articles of Incorporation and By-Laws of our Association. Also, some of these rules are based on County Laws relating to health, fire hazards, sanitation, police and other agencies.

## COMPLIANCE WITH THE RULES AND REGULATIONS

All unit owners, occupants and guests shall conform to and abide by the Rules and Regulations in regard to the use of the units and the common elements which may be amended from time to time by the Association through its Board of Directors. All of the Rules of the Association shall be applicable and enforceable against any person occupying a unit as a lessee or guest to the same extent as against the owner.

### **FOR YOUR CONVENIENCE, THE RULES AND REGULATIONS ARE LISTED IN ALPHABETICAL ORDER:**

#### **1. ASSESSMENTS**

Maintenance fees are due quarterly on the 1st of January, April, July and October. A late fee of \$25 will automatically be applied if your maintenance fee is not received by the first day of the month. The Board is not required to mail out notices of the due dates.

#### **2. CHILDREN**

- a. All occupants and guests under (18) years of age must be supervised by an adult while on Condominium property to insure their safety and that they do not become an annoyance to other residents.
- b. Children shall not play in the parking areas, driveways, stairways, elevators or walkways.
- c. No person under 18 years of age shall occupy an apartment unless the owner, lessee or other responsible adult is also in residence.

### 3. DAMAGE CAUSED BY UNIT OWNERS OR LESSEES

The owner of each unit shall be liable for the expenses of any maintenance, repair or replacement of common elements, other units, or personal property made necessary by his act or negligence, or by that of any member of his family or his guests, employees, agents or tenants. Each unit owner has a duty to maintain his unit (except those limited common elements required to be maintained by the Association) and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other units, the common elements or the property of other owners and residents. If any condition, defect or malfunction, resulting from the owner's failure to perform this duty causes damage to other units, the common elements, association property or property within other units, the owner of the offending unit shall be financially liable for any costs of repair or replacement to the above mentioned entities. If one or more of the units involved is not occupied at the time the damage is discovered, the Association may enter the unit without prior notice to the owner and take reasonable action to mitigate damage or prevent its spread. The Association may, but is not obligated to, repair the damage with the prior consent of the owner. For the purposes of this Section, if a faulty water heater located in one unit causes damage to other units, the common elements, association property or the property of other owners and residents, and it is determined that the water heater is more than ten (10) years old at the time the damage occurs, the damage shall automatically be presumed foreseeable and reasonably preventable.

### 4. EMERGENCIES

Any unit owner who plans to be absent for an extended period of time must prepare his unit prior to departure in the following manner:

- a. By designating a responsible caretaker for his unit should it suffer any damage caused by storms, hurricanes, winds or other violent acts of nature;

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- b. By providing the Association with the name and phone number of each unit owner's caretaker;
- c. If the apartment is to be vacated for more than one week, the main water valve should be turned off. If in doubt as to where the valve is located, ask any Board member.
- d. Each unit owner must provide a front-door key to the Board of Directors who will be the sole holder of the key.

### 5. EXTERIOR APPEARANCE

- a. No rubbish, supplies, containers or other articles shall be left on the walkways or in the elevators.
- b. No towels, clothing, rugs, or other articles are to be hung from any of the windows, doors, walkways, or exposed on any part of the common elements. You may keep a clothes rack on your lanai for the drying of towels, etc., but a clothes rack is not permitted on the common elements.
- c. If any owner, lessee, or renter wishes to have a mat on the walkway in front of their exterior door, they may do so as long as it conforms to a specification already determined by the Board as to size, color, and quality; (2 feet by 3 feet, dark brown in color).
- d. Planting of shrubs/trees is discouraged and must have prior approval in writing of Board of Directors.

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## 6. FACILITIES

The FACILITIES of the condominium are for the use of owners, lessees, and their house guests only.

- a. The swimming pool is to be used only between the hours of 8:00 a.m. and 9:00 p.m. If the pool is covered, the last person using the pool should recover it.
- b. The grills in the pool area are not to be used after 9:00 p.m. When you have finished with the grill, please make certain that the gas is turned off and you have cleaned the grill. Use of a grill or barbecue on parking lot, deck, lawn, or lanai is strictly prohibited.
- c. All children, age 12 or under, must be accompanied by an adult while in the pool area.
- d. To protect our pool's legal status as a private pool, owners or renters must refrain from inviting any persons other than their guests to use it. Owners, renters and their guests use the pool at their own risk.
- e. Suntan oils, or lotions must be removed before entering the pool by showering with soap and water. A poolside shower is provided for this purpose. Those persons wearing suntan oils should sit or lie on a towel when using poolside furniture.
- f. Rubber rafts should not be used in the pool at times when they could interfere with other persons using the pool.
- g. No glass containers of any type may be brought into the pool area.
- h. When using the pool house facilities such as the kitchen, utensils, tables and chairs, etc., please leave the area clean. Vacuum the carpet.

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## 7. GARBAGE, RUBBISH AND REFUSE

- i. The pool house should not be used as a storage area for items such as beach chairs, lawn chairs, or other items for which residents have no room in their units.
- j. If pool furniture is moved temporarily for any reason, please replace it to its original location before leaving the area. Put away the umbrellas. Please do not leave a collection of cigarette butts in the ash trays on the tables.
- k. Babies are not permitted in pool unless they wear special diapers designed for pool use.
- l. No water beds allowed in any unit.
- a. All rubbish, bottles, open cans, vacuum bags, etc., must be put in firmly tied plastic bags and placed in the dumpster. All cardboard boxes must be broken down prior to putting in the dumpster.
- b. Yard rubbish such as palm fronds, tree limbs, house plants, etc. must not be deposited in the dumpster (County Ordinance). This type of debris may be placed outside the dumpster fence (at the rear) to be picked up by our lawn maintenance people.
- c. Recycling newspapers, plastic, aluminum, metal cans and glass has been mandated. Containers for each of these items are by the dumpster. Please remove these items from boxes or bags before placing them in the appropriate containers.

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## 8. HOUSE GUESTS

If an owner plans to have guests occupy an apartment, the owner should notify a board member prior to the arrival of the guests. This is a requirement whether or not the owner is also in residence at that time.

## 9. LEASING OF UNITS

In order to foster a stable residential community, the leasing of units by their owners shall be restricted as provided in this section.

- a. Any lease of a furnished unit must be for a minimum of thirty (30) consecutive days.
- b. Any lease of an unfurnished unit shall be for a period of one (1) year. Any lessee who desires to occupy a unit for a longer period will be required to file a new application with the Board each year. All applications for lease extension will be reviewed by the Board but there will not be a fee.
- c. When leasing an apartment, the OWNER must obtain and submit a completed application form together with a \$50 transfer fee to the Board of Directors at least two weeks prior to the date of requested occupancy. The Board reserves the option of requiring a personal interview. After the Board receives the application and the \$50 transfer fee, it will have two (2) weeks to check the references, have the personal interview and approve or disapprove the application. The \$50 transfer fee will not be returned. A proposed lease shall be disapproved only if a majority of the whole Board so votes.
- d. No sub-leasing or assignment of lease rights by the lessee is allowed.

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- e. Prospective lessees must be furnished with a copy of the Association Rules and Regulations. Also, it is the owners' responsibility to communicate these Rules to their Realtors or whomever is handling the renting of the unit.

- f. No one but the lessee, his family or his guests may occupy the unit.

*Appropriate grounds for the disapproval of an application for lease shall include but is not limited to the following:*

1. The unit owner is delinquent in the payment of maintenance fees at the time the application is filed;
2. The unit owner has a history of leasing his unit without obtaining approval, or leasing to troublesome lessees and/or neglecting to control or accept responsibility for the occupancy of his unit;
3. The lessee seeking approval has a history of disruptive behavior or financial irresponsibility.
4. The lessee seeking approval has failed to provide complete and accurate information, fee or interview as required to process the application in a timely manner.

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## **10. NOISE REGULATIONS**

- a. All noise must be kept to a minimum from 10:00 p.m. until 9:00 a.m. This includes stereos, televisions, radios, computer-assisted devices, washers and dryers, garbage disposals, and voices, both inside and outside your unit.
- b. Operation of radios and tape players is prohibited in the pool area unless one is using earphones.
- c. All units above the ground floor shall always have the floors covered with wall-to-wall carpet installed over high quality padding, except carpeting is not required in kitchen or bathroom areas.

## **11. NUISANCE**

No unit owner or tenant shall commit or permit any nuisance, or illegal acts in his unit or on the common elements. No owner or tenant shall use his unit, or permit it to be used, in any manner which is disturbing, detrimental or a nuisance to the occupants of another unit, or which would be inconsistent with the maintenance of the highest standards for a first class residential condominium. The occupants of a unit shall at all times conduct themselves in a peaceful and orderly manner.

## **12. PETS**

Pets of any kind or size are not permitted to be kept in the units either by owners, guests, or lessees. Unit owners will be fined up to the maximum allowed by the Florida Condominium laws retroactive to date of first written notice of violation to the owner. In the absence of compliance, eviction will proceed.

## **13. PARKING REGULATIONS**

- a. Use only the carport parking space assigned to your unit. Owners who have only a single car should use the designated carport space and not park in front of units except for short term loading or unloading purposes. If you have a second car, park it in front of your own building.
- b. Washing a car, or changing oil is not permitted in the parking area.
- c. Remove your vehicle from unloading zone immediately after unloading.

- d. Any damage/clean up of Parking Lot Pavement caused by leaking oil, etc., will be the responsibility of the unit owner.

#### 14. SALE OF UNITS

In accordance with the By-Laws covering voluntary resale of an apartment, the following procedures must be followed:

- a. An owner intending to make a sale or gift of his unit or any interest therein, shall give to the Board of Directors written notice of such intention by means of a completed application form and a transfer fee of \$50 at least thirty (30) days before the intended closing date. Application forms may be obtained from the Association Secretary. The Board may require a personal interview with any purchaser or donee and his spouse, if any, as a pre-condition to approval.
- b. Within thirty (30) days after receipt of the required notice and all information or interviews requested, the Board shall approve or disapprove the proposed transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President of the Association or his/her designee, in recordable form and delivered to the transferee.
- c. With the notice to the Board, 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 who shall purchase the unit at the same price and upon substantially the same terms as in the disapproved sales contract, or if no contract is involved, for the fair market value of the unit.
- d. If any owner fails to obtain the Association's approval prior to selling an interest in a unit, such failure shall create a

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reputable presumption that the seller and the purchaser intend to violate the covenant of the Condominium Declaration, and shall constitute good cause for Association disapproval.

The Board of Directors may refuse to give approval for a transfer if a majority of the Board so votes and the Board receives a written opinion of counsel that good cause for the refusal does exist. **Only the following may be deemed to constitute good cause for disapproval:**

- a. The person(s) seeking approval has been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty.
- b. The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts.
- c. The person seeking approval gives the Board reasonable cause to believe that person intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Condominium.
- d. The person seeking approval has a history of disruptive behavior or disregard for the rights or the property of others.
- e. The person seeking approval has evidenced an attitude of disregard for the Association rules by his conduct in this Condominium as a tenant, unit owner or occupant of a unit.
- f. The person seeking approval has failed to provide the information, transfer fee or interviews required to process the application in a timely manner, or provided false information during the application process.

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- g. The transaction, if a sale or gift, was concluded by the parties without having sought and obtained the prior approval required herein.

## **15. SECURITY**

Please observe the following security suggestions for your own protection and that of your neighbors.

- a. Keep apartment doors secured at all times when you are not in the unit.
- b. Solicitors are not permitted.
- c. IMMEDIATELY report any suspicious persons or incidents to the Sheriff's Office 774-4434. Use 911 for emergencies only.
- d. If a unit owner has structural hurricane shutters, pull down and secure the shutters whenever you plan to be absent for an extended period of time. This will provide positive protection against violent storms or break-ins.

## **16. SEWER SYSTEM**

Improper use of the sewer system can result in costly repairs which could lead to an increase in your monthly assessment. To avoid such problems, DO NOT deposit such items as disposable diapers, cotton or Kleenex in the toilets. Be sure to caution your guests about this – especially those with small children.

## **17. STORM SHUTTERS**

Anyone wishing to install Hurricane Shutters must obtain the specifications as required by Florida law.

## **18. VIOLATION OF RULES AND REGULATIONS**

- a. Violations should be reported in writing to the President or another member of the Board of Directors.
- b. Any disagreements concerning violations must be presented to the Board of Directors in writing who will take appropriate action.
- c. The Board of Directors may levy reasonable fines against units whose owners commit flagrant or repeated violations of the Rules and Regulations of the Association, or who condone such violations by their family members, guests or lessees. The fines shall be in an amount deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amount allowed by law. No fine shall be binding until the unit owner has been given reasonable notice and an opportunity to be heard before a Hearing Committee composed of three (3) unit owners, appointed by the Board, none of whom may then be serving as Directors.