

## **DECLARATION OF CONDOMINIUM – Part XII-A**

### **XII. PROVISIONS RELATING TO SALE OR RENTAL OR OTHER ALIENATION OR MORTGAGING OF CONDOMINIUM UNITS**

#### **A. SALE OR RENTAL OF UNITS — Association to Have First Right of Refusal.**

1. In the event any unit owner wishes to sell, rent or lease his unit, the Association shall have the option to purchase, rent or lease said unit, upon the same conditions as are offered by the unit owner to a third person. Any attempt to sell, rent or lease said unit without prior offer to the Association shall be deemed a breach of this Declaration and shall be wholly null and void, and shall confer no title or interest whatsoever upon the intended purchaser, tenant or lessee.
2. Should a unit owner wish to sell, lease or rent his Condominium parcel (which means the unit, together with the undivided share of the common elements appurtenant thereto), he shall, before accepting any offer to purchase, sell or lease, or rent, his Condominium parcel, deliver to the Board of Directors of the Association, a written notice containing the terms of the offer he has received or which he wishes to accept, the name and address of the person(s) to whom the proposed sale, lease or transfer is to be made, two Bank references and three individual references — local, if possible, and such other information (to be requested within five days from receipt of such notice) as may be required by the Board of Directors of the Association. The Board of Directors of the Association is authorized to waive any or all of the references aforementioned. In addition to and along with the foregoing written notice, a unit owner wishing to sell, lease or rent their unit must also deliver to the Board of Directors a transfer fee in an amount equal to the greater of either \$100.00 per applicant or the maximum amount permitted by applicable Florida Statutes, as amended from time to time.
3. The Board of Directors of the Association, within ten (10) days after receiving such notice, transfer fee(s) and such supplemental information as is required by the Board of Directors, shall either consent to the transferee(s) and transaction specified in said notice, or by written notice to be delivered to the unit owner's unit (or mailed to the place designated by the unit owner in his notice), designate the Association, or the Association may designate one or more persons then unit owners, or any other person(s) satisfactory to the Board of Directors of the Association who are willing to purchase, lease or rent, upon the same terms as those specified in the unit owner's notice, or object to the sale, leasing or renting to the prospective purchaser, tenant or lessee, for good cause, which cause need not be set forth in the notice from the Board of Directors to the unit owner. However, the Association shall not unreasonably withhold its consent to any prospective sale, rental or lease. In conjunction with and in order to facilitate this process, the Association shall have the authority to conduct a background and/or financial check as to each prospective transferee (purchaser, tenant, lessee or otherwise) and the Board of Directors shall have the authority to adopt reasonable criteria that may be used in determining approval or disapproval, with such criteria being contained in the Association's Rules and Regulations and subject to amendment from time to time by a majority vote of the Board of Directors.
4. The stated designee of the Board of Directors shall have fourteen (14) days from the date of the notice sent by the Board of Directors, within which to make a binding offer to buy, lease or rent, upon the same terms and conditions specified in the unit owner's notice. Thereupon, the unit owner shall either accept such offer or withdraw and/or reject the offer specified in his notice to the Board of Directors. Failure of the Board of Directors to designate such person(s), or failure of such person(s) to make such offer within the said fourteen (14) day period, or failure of the Board of Directors to object for good cause, shall be deemed consent by the Board of Directors to the transaction specified in the unit owner's notice, and the unit owner shall be free to make or accept the offer specified in his notice, and sell, lease or rent said interest pursuant thereto, to the prospective purchaser or tenant named therein, within ninety (90) days after his notice was given.

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5. The consent of the Board of Directors of the Association shall be in recordable form, signed by two officers of the Association, and shall be delivered to the purchaser or lessee. Should the Board of Directors fail to act, as herein set forth and within the time provided herein, the Board of Directors of the Association shall, nevertheless, thereafter prepare and deliver its written approval, in recordable form, as aforesaid, and no conveyance of title or interest whatsoever shall be deemed valid without the consent of the Board of Directors as herein set forth.
6. The sub-leasing or sub-renting of a unit owner's interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The Association shall have the right to require that a substantially uniform form of Lease or Sub-Lease be used, or in the alternative, the Board of Directors' approval of the Lease or Sub-Lease form to be used shall be required. After approval, as herein set forth, entire units may be rented, provided the occupancy is only by the Lessee, his family and guests. No individual rooms may be rented, and no transient tenants may be accommodated.
7. Where an Institutional Mortgagee is the owner of the unit, it may designate the occupants of the unit as it desires, and for such period of time as it desires, without compliance with the provisions of Section A, of Article XII, except where the occupants of the unit are tenants or guests (staying longer than three months) in which case there must be compliance with the provisions of Section A of this Article XII. Any other corporate entity, partnership or trust that is an owner of a unit must comply with the provisions of Section A of this Article XII and obtain the written pre-approval of the Association with regard to any natural persons that it may seek to designate as occupants of the unit. The foregoing shall not be deemed an assignment or sub-leasing of a unit, and shall be deemed to be in compliance with the provisions of the first paragraph of Article XIV of this Declaration.
8. Regardless of any other provisions in this Declaration to the contrary, no unit owner may lease a unit or allow a guest to take up residence in a unit until such unit owner has held title to the unit to be leased for at least twelve (12) months, with the exception that this provision shall not apply to:
  - (a) any unit owner acquiring title to their unit prior to the recordation of the amendment adding this provision; or;
  - (b) the Association, should it become a unit owner; or
  - (c) an Institutional Mortgagee, should it become a unit owner; or
  - (d) any natural person who becomes a unit owner upon the death of the preceding unit owner either by way of inheritance or due to the termination of the prior unit owner's life estate.
  - (e) the unit owner's professional caretaker, spouse, significant other, siblings, children or grandchildren over the age of 16, provided that there must be proof of the relationship of such individual(s) to the owner provided to and approved of by the Board of Directors and there must be adherence to the 55 plus age restrictions of the community before this exception may apply.
9. All leases must be in writing with a copy provided to the Association's management office. No lease shall be for a term of less than three (3) months. No unit may be leased more than one (1) time in any twelve (12) month period (as measured from the commencement date of the most recent lease of the unit), regardless of the lease term, except in instances of leases that are prematurely terminated due to abandonment by the tenant or eviction of the tenant which leases shall not be counted towards this maximum. This exception

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and opportunity to re-lease a unit shall only apply to leases that are prematurely terminated due to abandonment or eviction and may not be exercised with regard to a unit more than one (1) time in any twelve (12) month period.

10. The unit owner must make available to each tenant copies of the Association's governing documents and each lease must state, or if not stated therein, shall be automatically deemed to state that the Association may take action in its own name to terminate the lease and evict the tenant pursuant to Florida Statute 83 upon default by the tenant in observing any of the provisions of the Association's governing documents or upon the tenant causing damage to common properties and any expenses incurred by the Association in connection therewith, including but not limited to attorney's fees and costs, shall be collectable by the Association from the unit owner in the same manner as an unpaid assessment. This right of eviction shall also extend and apply to guests of unit owners who fail or refuse to observe any of the provisions of the Association's governing documents or upon the guest causing damage to common properties in which case the Association may take action in its own name to evict the guest, as if they were a non-compliant tenant, and any expenses incurred by the Association in connection therewith, including but not limited to attorney's fees and costs, shall be collectable by the Association from the unit owner in the same manner as an unpaid assessment.

## **PURCHASE APPLICATION CHECKLIST**

**Please sign wherever indicated and notarize where requested**  
**Completed, original application must be delivered or mailed to the address above**  
**No Faxes or Photocopies will be accepted**

Once all of the required information has been received, your application will be processed for "approval of transfer" within 10 business days from the date of receipt.

- Intent to purchase signed by the owner & purchaser
- Proof of age is required (at least one applicant must be 55 years old) \*NOTE: Maximum occupancy per unit is three (3)
- There is a non-refundable \$100.00 application fee per person/married couple/parent-dependent.
- Pool keys, if not given by the seller, are \$100.00 per key, limit two (2). \$75.00 is refundable upon return of key(s). Fee for pool keys should be paid by check or money order, made payable to: Covered Bridge Condo Assoc.
- Background Check Authorization form
- If ownership is in trust, power of attorney papers must be on file with the condo office
- A copy of the executed contract must be attached and signed by the seller and buyer
- A copy of the executed condo rider to the contract
- The purchaser has received a copy of the "Frequently Asked Q & A"
- The purchaser has received a copy of the governing documents and a copy of the association rules and regulations. Buyer must sign the "acknowledgement receipt" form and submit the signed original to the office before approval can take place.
- Addendum for the Vehicle and Parking Rules
- Submit availability for an orientation prior to the approval of sale
- If the applicant has a pet, a Pet Application must be completed. Please note that all forms in the application must be completed and signed by all parties, before the application can be processed for board approval.
- If the applicant has a Service Animal or an Emotional Support Animal, an Assistance Animal Application must be completed.

Signature of Purchaser 1: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Purchaser 2: \_\_\_\_\_ Date: \_\_\_\_\_

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**PURCHASE APPLICATION**

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**Purchase Unit**

Covered Bridge Address: \_\_\_\_\_

Purchase amount \$ \_\_\_\_\_ Closing Date: \_\_\_\_\_

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**Applicant 1 Information**

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle: \_\_\_\_\_

Social Security No: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Driver's License No: \_\_\_\_\_ Issuing State: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Email: \_\_\_\_\_

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**Applicant 2 Information**

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle: \_\_\_\_\_

Social Security No: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Driver's License No: \_\_\_\_\_ Issuing State: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Email: \_\_\_\_\_

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**Applicant 3 Information**

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle: \_\_\_\_\_

Social Security No: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Driver's License No: \_\_\_\_\_ Issuing State: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Email: \_\_\_\_\_

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**Current Residence**

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip / Postal Code: \_\_\_\_\_

Country: \_\_\_\_\_

How long at this address? \_\_\_\_\_  Own  Rent

Landlord Name: \_\_\_\_\_ Telephone No: \_\_\_\_\_

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**Personal References (No Family Members)**

Name: \_\_\_\_\_ Home Phone No: \_\_\_\_\_

Work Phone No: \_\_\_\_\_ Cell Phone No: \_\_\_\_\_

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

Name: \_\_\_\_\_ Home Phone No: \_\_\_\_\_

Work Phone No: \_\_\_\_\_ Cell Phone No: \_\_\_\_\_

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

**Vehicle / Motorcycle Information**

**NOTE: Motorcycles are limited to 150cc**

Vehicle 1 Make: \_\_\_\_\_ Model: \_\_\_\_\_ Color: \_\_\_\_\_

Year: \_\_\_\_\_ License Plate # \_\_\_\_\_ State: \_\_\_\_\_

Insured by: \_\_\_\_\_

Vehicle 2 Make: \_\_\_\_\_ Model: \_\_\_\_\_ Color: \_\_\_\_\_

Year: \_\_\_\_\_ License Plate # \_\_\_\_\_ State: \_\_\_\_\_

Insured by: \_\_\_\_\_

Vehicle 3 Make: \_\_\_\_\_ Model: \_\_\_\_\_ Color: \_\_\_\_\_

Year: \_\_\_\_\_ License Plate # \_\_\_\_\_ State: \_\_\_\_\_

Insured by: \_\_\_\_\_

**In Case of Emergency**

Name: \_\_\_\_\_ Phone No: \_\_\_\_\_

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

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

**Convictions**

Have you or the co-applicant ever been arrested or convicted of any crime? Include misdemeanors, DUI, etc., or are there any criminal charges now pending?  Yes  No

Applicant  Co-Applicant If yes, City \_\_\_\_\_ State: \_\_\_\_\_ Date: \_\_\_\_\_

Please explain \_\_\_\_\_

**List Other Occupants**

\_\_\_\_\_

## Complete for Applicant 1



### BACKGROUND INFORMATION RELEASE

Applicant: Please fill out all the information accurately and legibly. PLEASE PRINT

Full Legal Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Sec Number: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_ State: \_\_\_\_\_

Previous Address: \_\_\_\_\_ How long?: \_\_\_\_\_

Landlord Name: \_\_\_\_\_ Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

Previous Address: \_\_\_\_\_ How long?: \_\_\_\_\_

Landlord Name: \_\_\_\_\_ Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

By signing below, I am stating that the information I have provided in this Application is true, correct and complete. All persons and firms named in this Application may freely give any information concerning me that is requested, and I waive all rights of action that I may have for any consequence resulting from such information. By signing below, I hereby authorize any employer, law enforcement agency, administrator; federal, state or city agency; consumer reporting agency, or institution to release information to Seacrest Management. I voluntarily waive all rights of recourse and release all of the above from liability for compliance with this authorization.

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

Area below for office use only

### INFORMATION RELEASE FORM

Date: \_\_\_\_\_ Account Name: \_\_\_\_\_

Send to: **ResidentCheck** FAX: **800-495-4842**

## Complete for Applicant 2



### BACKGROUND INFORMATION RELEASE

Applicant: Please fill out all the information accurately and legibly. PLEASE PRINT

Full Legal Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Sec Number: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_ State: \_\_\_\_\_

Previous Address: \_\_\_\_\_ How long?: \_\_\_\_\_

Landlord Name: \_\_\_\_\_ Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

Previous Address: \_\_\_\_\_ How long?: \_\_\_\_\_

Landlord Name: \_\_\_\_\_ Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

By signing below, I am stating that the information I have provided in this Application is true, correct and complete. All persons and firms named in this Application may freely give any information concerning me that is requested, and I waive all rights of action that I may have for any consequence resulting from such information. By signing below, I hereby authorize any employer, law enforcement agency, administrator; federal, state or city agency; consumer reporting agency, or institution to release information to Seacrest Management. I voluntarily waive all rights of recourse and release all of the above from liability for compliance with this authorization.

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

Area below for office use only

### INFORMATION RELEASE FORM

Date: \_\_\_\_\_ Account Name: \_\_\_\_\_

Send to: **ResidentCheck** FAX: **800-495-4842**



## Complete for Applicant 3



### BACKGROUND INFORMATION RELEASE

Applicant: Please fill out all the information accurately and legibly. PLEASE PRINT

Full Legal Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Sec Number: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_ State: \_\_\_\_\_

Previous Address: \_\_\_\_\_ How long?: \_\_\_\_\_

Landlord Name: \_\_\_\_\_ Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

Previous Address: \_\_\_\_\_ How long?: \_\_\_\_\_

Landlord Name: \_\_\_\_\_ Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

By signing below, I am stating that the information I have provided in this Application is true, correct and complete. All persons and firms named in this Application may freely give any information concerning me that is requested, and I waive all rights of action that I may have for any consequence resulting from such information. By signing below, I hereby authorize any employer, law enforcement agency, administrator; federal, state or city agency; consumer reporting agency, or institution to release information to Seacrest Management. I voluntarily waive all rights of recourse and release all of the above from liability for compliance with this authorization.

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

Area below for office use only

### INFORMATION RELEASE FORM

Date: \_\_\_\_\_ Account Name: \_\_\_\_\_

Send to: **ResidentCheck** FAX: **800-495-4842**

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**INTENT TO PURCHASE**

**TO BE COMPLETED BY THE PRESENT OWNER AND SIGNED**

Name of Unit Owner(s): \_\_\_\_\_  
Please Print

Covered Bridge Address: \_\_\_\_\_

Address of Unit Owner: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

**SELLER WILL PROVIDE THE BUYERS WITH POOL KEYS AT CLOSING. IF NOT, REPLACEMENT KEYS ARE \$100 PER KEY (limit 2 per unit). \$75.00 refundable when pool keys are returned to the office.**

Owner: \_\_\_\_\_ Signature  
Owner: \_\_\_\_\_ Signature

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**TO BE COMPLETED BY PURCHASER(S)**

Name(s): \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Purchaser: \_\_\_\_\_ Signature  
Purchaser: \_\_\_\_\_ Signature

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**CLOSING AGENT**

Title Company Name: \_\_\_\_\_

**OR**

Attorney Name: \_\_\_\_\_ Closing Date: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

**INTERROGATORIES**

**TO BE COMPLETED BY THE PROSPECTIVE PURCHASER(S) / OCCUPANT(S)**

NOTE: The following questions must be answered truthfully and completely. No information should be withheld. Approval of the purchase/rental/occupancy will be determined in part on the basis of your replies to the questions. Any falsification, deception, or withholding of pertinent information or misleading answers will justify disapproval. If question does not apply, mark N/A.

1. What is/are your full name(s) and present address?

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2. Are the foregoing the same person(s) named in the original purchase application? If no, please explain.

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3. Will you be a permanent and full-time resident and occupant of the unit you seek to purchase/occupy? If no, please explain.

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4. Are you aware that under our documents prohibit rental of units and ownership of units as a business, corporation, limited partnership, or for investment and that the units are supposed to be used as places of residence?  Yes  No

5. Are you aware that units are for Residential Use ONLY - Each unit is restricted to residential use as a single family residence by the owner(s) thereof, their immediate families, guests and invitees?  Yes  No

6. Are you aware of the restrictions requiring occupancy by persons fifty-five (55) years or older is required under the Fair Housing Amendments Act of 1988, and of Association's rule that should the occupant(s) under the age of fifty-five (55) years residing in the unit will not be permitted to remain?  Yes  No

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7. Do you agree that, if approved, you will abide by and comply with our Condominium documents, including the Declaration of Condominium, the By Laws, and the Articles of Incorporation, as amended, which require, regulate and control the use of and conduct in the condominium property?

Yes  No

8. Are you aware that our documents prohibit the permanent residence of any children under the age of sixteen (16) years in a unit, though they may visit for no more than ninety (90) days in the year?

Yes  No

9. How many persons will reside in the unit permanently? \_\_\_\_\_

10. Are you aware of the fact that the approval, if given, is based upon reliance of the truth of the statements made herein, especially with respect to the occupancy and purposed use of this unit?

Yes  No

Applicant #1 **PRINT** name: \_\_\_\_\_

Applicant #1 SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant #2 **PRINT** name: \_\_\_\_\_

Applicant #2 SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant #3 **PRINT** name: \_\_\_\_\_

Applicant #3 SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared

\_\_\_\_\_ to me known and known to me to be the individual(s) described herein or produced \_\_\_\_\_ as identification and who executed the foregoing questionnaire and duly acknowledged to me that the answers given were true and they forth acknowledged that they executed same.

My Commission Expires:

(SEAL)

\_\_\_\_\_

Notary Public Signature

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**OWNER INFORMATION**

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**Owner Information**

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Street Address: \_\_\_\_\_ Court: \_\_\_\_\_

City: **Lake Worth** State: **FL** Zip / Postal Code: **33467-2798**

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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**Use Alternate Address**  Yes  No

Street Address: \_\_\_\_\_ Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip / Postal Code: \_\_\_\_\_

Country: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

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**In Case of Emergency**

Name: \_\_\_\_\_ Phone No: \_\_\_\_\_

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

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**Authorize Entry To**

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

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**Pet Information (separate application and approval required)**

Pet Name: \_\_\_\_\_ Pet Type: \_\_\_\_\_ Tag #: \_\_\_\_\_ Reg. Renewed \_\_\_\_\_

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**Vehicle Information**

Vehicle 1 Make: \_\_\_\_\_ Model: \_\_\_\_\_ License Plate: \_\_\_\_\_

Vehicle 2 Make: \_\_\_\_\_ Model: \_\_\_\_\_ License Plate: \_\_\_\_\_

**ACKNOWLEDGEMENT  
of the RECEIPT OF DOCUMENTS**

Attached you will find the Declarations, By-Laws, Rules and Regulations and the rules which are the governing documents of Covered Bridge Condominium, including the Vehicle and Parking rules. Please review them and if you agree, return this signed and witnessed page within ten (10) days to:

Covered Bridge Condominium Association  
7290 Covered Bridge Blvd, Lake Worth, Fl. 33467

**Completion of the sale of the unit in which you are interested  
is contingent upon receipt of this signed page.**

If you have any questions pertaining to this form, please call the office between the hours of 8:30AM - 3:30PM, Monday thru Friday at 561-967-3150

**I hereby acknowledge receipt of the Declarations, By-Laws, Rules and Regulations and the rules (herein after referred to as the "Documents") governing ownership or residency in Covered Bridge Condominium. After reading the "Documents" and having had the opportunity to review them with an attorney or other advisor of my choosing, I agree to abide by and comply with all terms and conditions contained in the "Documents" as well as any future amendments or modifications properly adopted thereto. I further understand and agree that any failure on my part and/or on the part of any of my guests or invitees may result in the imposition of any and/or all of the penalties provided therein or contained in Florida Statutes governing Condominiums.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Witnessed: \_\_\_\_\_ Print Name: \_\_\_\_\_

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



Please be aware, that if the unit you are purchasing / renting has a patio, you may not make any alterations to the patio without submitting an architectural request form for board approval.

Keep in mind that you are responsible for the maintenance of the patio.

It must be kept clean and free of weeds.

## **VEHICLE AND PARKING RULES**

### **Decal issued under the following conditions:**

1. Decal holder agrees to abide by the declarations, bylaws, resolutions, rules & regulations of Covered Bridge Condominium Assn. as amended from time to time, including, but not limited to these provisions and/or rules which the Association has made or will make concerning the use of parking spaces and to conform and comply with all municipal, county, or other governmental laws rules and regulations pertaining to motor vehicles.
2. Spaces assigned to each individual unit are for that unit's exclusive use.
3. One vehicle per unit is permitted to be parked in such limited common element. The **authorized resident** may cede his/her space for use by anyone of his/her choosing as long as the vehicle conforms to rules related to in court parking. Such assignment shall be in written form and filed with the association if the assignment exceeds a period-of seven days.
4. Renters will be issued a decal (with an expiration date which mirrors their lease) as long as they provide a copy of their current lease, vehicle registration and insurance card. Vehicle registration and insurance card must match the name of the renter or legal occupant.
5. Any vehicle parked within association property without a current valid registration tag is deemed to be inoperable and will be towed at the owner's expense. A first warning giving 7 days to remedy will be issued. If necessary a second warning will be issued giving 4 days to remedy. If on the 12th day the vehicle is not in compliance, it will be green stickered and towed on the 3rd day after the sticker is placed on the vehicle (In essence, the vehicle owner has 15 days to remedy before towing occurs).
6. It is the vehicle owner's responsibility to report any changes in registration (or vehicle) so that a new decal can be issued.
7. Decals will be issued upon presentation of the vehicle's registration and insurance card which must match the name of the authorized resident, legal occupants or renter. **All legal/valid residents of a unit who own a vehicle shall be issued a decal, upon proper documentation, however only 1 vehicle per unit shall be parked in the Court where the space assigned to the unit exists.**
8. No decal will be issued to any commercial vehicle and no commercial vehicle shall be left or stored on condominium property per By-Laws Article XIV Rules & Regs. Section 3 (e).
9. Commercial vehicles parked in the perimeter overnight must have a cover (cab, tarp, etc.) so that tools and ladder, etc. are not visible. Any commercial signage must be covered.
10. No decal will be issued to any motor bike (cycle) over 150 cc's and said type of bike/cycle shall not be parked anywhere on condo property overnight



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11. Decals shall be applied to the outside rear driver's side window on the lower left and nowhere else.
12. Vehicles within the courts and all guest spots along the perimeter shall be parked "nose in" with the license plate, registration sticker, and association decal visible to a passerby. Trucks with hitches which might extend over the allowed parking spot may park rear in and may in the future, be required to park in certain designated spots only.
13. No vehicle shall be parked overnight in a court guest spot.
14. The Association reserves the right to require temporary removal of any vehicle occupying any parking space on Association property if said space or surrounding areas require repairs. The association shall give two days' notice of the need to remove a vehicle unless an emergency situation exists. The association shall not be liable for any diminution in value or incidental or consequential losses resulting from such temporary removal for such maintenance, repair, or access. If the vehicle is not removed by the owner, the Association shall remove it, at cost to the owner.
15. Care-givers will be issued a "hanger" provided by the association upon the request of the authorized resident any legal occupant, renter or the individual who has POA for the occupant. "Hangers" will have an expiration date and will need to be renewed every 30 days.

Approved by the BOD 11-13-15.

## **FREQUENTLY ASKED QUESTIONS**

Q. What are my voting rights in the condominium association?

***A. One vote per unit. (Source: By-Laws)***

Q. What restrictions exist on my/our rights to use the unit?

***A. Some, no more than three (3) occupants in any one unit, no businesses can operate out of any unit, no room rentals, no charcoal grills, no disturbing your neighbors and Board of Director approval is required for pets (maximum weight not to exceed 22 pounds), for patios, for architectural changes, for satellites dishes, for outside adornments and for all planting, within and outside of the 3 feet common grounds. Please refer to the Covered Bridge Condominium documents for a complete list. (Source: Condominium Documents.)***

Q. What restrictions exist on the leasing of my unit?

***A. You must have held title to the unit to be leased for at least twelve (12) months. You must have Board of Directors approval and term must be for three (3) months or longer up to one year. (Source: Condominium Documents.)***

Q. How are monthly maintenance payments calculated and when are they due?

***A. Maintenance fees are calculated on square footage of the unit ownership and are due on the first of each month. After the 30th of the month, late interest charged at 1.5% or 18% per annum. Failure to pay after 60 days will result in legal proceedings. (Source: Condominium Documents.)***

Q. Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?

***A. Yes, however, the fees are included in your monthly maintenance amount and are based on square footage of ownership. (Source: Condominium Documents.)***

Q. Do I have to be a member in any other association?

***A. No, as a unit owner you are a member of Covered Bridge Condominium Association and membership in any of our organizations, clubs, teams etc. is on a voluntary basis.***

Q. Is the condominium association or any other mandatory membership association involved in any court cases in which it may face liability in excess of \$100,000.00. If so, identify each case.

***A. No***