

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.

COVERED BRIDGE CONDOMINIUM ASSOCIATION, INC

7290 Covered Bridge Blvd, Lake Worth, FL 33467-2799 / 561-967-3150 / Fax 561-967-6539

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

COVERED BRIDGE CONDOMINIUM ASSOCIATION, INC

7290 Covered Bridge Blvd, Lake Worth, FL 33467-2799 / 561-967-3150 / Fax 561-967-6539

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.

RENTAL APPLICATION CHECKLIST

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

- Intent to rent signed by the owner & renter
- 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.
- The unit owner is responsible for providing the pool key(s) to the applicant. Otherwise, the cost to purchase pool keys is \$100.00 per key (limit 2), which includes a refundable deposit of \$75.00 upon return. Payment must be made via check or money order only, no cash, and payable to: Covered Bridge Condo Assoc. Inc.
- 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 lease agreement must be attached and signed by both parties
- Addendum to lease agreement for delinquent maintenance payments
- The renter has received a copy of the association rules and regulations. Renter must sign the "acknowledgement receipt" form and submit the signed original to the office before approval can take place.
- Submit availability for an orientation prior to the approval of lease
- 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 Renter #1: _____ Date: _____

Signature of Renter #2: _____ Date: _____

Signature of Renter #3: _____ Date: _____

COVERED BRIDGE CONDOMINIUM ASSOCIATION, INC

7290 Covered Bridge Blvd, Lake Worth, FL 33467-2799 / 561-967-3150 / Fax 561-967-6539

INTENT TO RENT

Name of Owner(s): _____

Covered Bridge Address: _____

Alternate Address of Unit Owner: _____

City: _____ State: _____ Zip: _____

Phone: _____

The unit owner is responsible for providing the pool key(s) to the applicant. Otherwise, the cost to purchase pool keys is \$100.00 per key (limit 2), which includes a refundable deposit of \$75.00 upon return. Payment must be made via check or money order only, no cash, and payable to: Covered Bridge Condo Assoc. Inc.

Renter #1: _____ Renter #2: _____

Signature

Signature

Renter #3: _____

Signature

Signature

Lease Term From: _____ To: _____

Renter's Name: _____

Permanent Street Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

RENTAL APPLICATION

Rental Unit

Covered Bridge Address: _____

Rental amount \$ _____ per month

Move in Date: _____ Lease Term: _____

Rental Applicant #1 Information

Last Name: _____ First Name: _____ Middle: _____

Social Security No: _____ Date of Birth: _____

Driver's License No: _____ Issuing State: _____

Telephone No: _____ Email: _____

Rental Applicant #2 Information

Last Name: _____ First Name: _____ Middle: _____

Social Security No: _____ Date of Birth: _____

Driver's License No: _____ Issuing State: _____

Telephone No: _____ Email: _____

Rental Applicant #3 Information

Last Name: _____ First Name: _____ Middle: _____

Social Security No: _____ Date of Birth: _____

Driver's License No: _____ Issuing State: _____

Telephone No: _____ Email: _____

Current Residence

Street Address: _____

City: _____ State: _____ Zip / Postal Code: _____

Country: _____

How long at this address? _____ Own Rent

Landlord Name: _____ Telephone No: _____

COVERED BRIDGE CONDOMINIUM ASSOCIATION, INC

7290 Covered Bridge Blvd, Lake Worth, FL 33467-2799 / 561-967-3150 / Fax 561-967-6539

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 / Scooter Information

NOTE: Scooters 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 - IMPORTANT

Name: _____ Phone No: _____

Current Address: _____

City: _____ State: _____ Zip: _____

Convictions

Have you or the co-applicant(s) ever been arrested or convicted of any crime? Include misdemeanors, DUI, etc., or are there any criminal charges now pending?

Applicant #1 Yes No Applicant #2 Yes No Applicant #3 Yes No

If yes, City _____ State: _____ Date: _____

Please explain _____

List Other Occupants



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**

ADDENDUM TO LEASE AGREEMENT

The following terms must be read and signed by both the **Owner/Tenant**.

According to the Florida Statutes 718.116 Section (11) (a)... states in part, *“If the unit is occupied by a tenant and the unit owner is delinquent in paying any monetary obligation due to the association, the association may make a written demand that the tenant pay to the association the subsequent rental payments and continue to make such payments until all monetary obligations of the unit owner related to the unit have been paid in full to the association. The tenant must pay the monetary obligations to the association until the association releases the tenant or the tenant discontinues tenancy in the unit.”*

In the event that the Landlord becomes delinquent in the payment of maintenance fees or assessments on the unit being leased, defined as being more than 30 days late, both the Landlord and Tenant agree that the rents called for hereunder shall be assigned to the Covered Bridge Condominium Association, until said delinquencies are satisfied.

Homeowner's Signature

Tenant's Signature

Date Submitted: _____



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. 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.
4. It is the vehicle owner's responsibility to report any changes in registration (or vehicle) so that a **NEW DECAL** can be issued.
5. 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.**
6. 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).
7. No decal will be issued to any motorcycle over 150 cc's and no motorcycle shall be parked anywhere on condo property overnight
8. Decals shall be applied to the outside rear driver's side window on the lower left and nowhere else.
9. 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 must park in an outside guest spot, rear in. Such vehicles may, in the future, be required to park in certain designated spots only.
10. Inside the court, guest parking is for temporary use only and no overnight parking is permitted.
11. 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.

COVERED BRIDGE CONDOMINIUM ASSOCIATION, INC

7290 Covered Bridge Blvd, Lake Worth, FL 33467-2799 / 561-967-3150 / Fax 561-967-6539

12. The Association shall not be liable for any diminished 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.
13. 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.

Approved by the BOD 11-13-15.