



BANYAN

PROPERTY MANAGEMENT, INC.

Dedicated to Your Community

CANTERBURY AT QUANTUM VILLAGE PROPERTY OWNER'S ASSOCIATION OF PALM BEACH, INC.

Instructions for a purchase application

1. A non-refundable application fee in money order or cashiers check for the amount of **\$100** payable to: **Canterbury at Quantum Village** per non- related occupant (married couples are considered 1 fee)
2. A legible copy of your purchase contract and a copy of your driver's license or ID.
3. **"PLEASE ALLOW 10 TO 15 DAYS TO PROCESS APPLICATIONS BEFORE YOUR CLOSING DATE"**.
4. Application fees of \$100 covers orientations only. All other charges for estoppels or pud questionnaires are NOT included in the application fees.
5. **NO PETS ALLOWED IN EXCESS OF 25 POUNDS AT MATURITY. NO MORE THAN 1 PET ALLOWED.**
6. No commercial vehicles, trucks, boats, trailers, motor homes, mobile homes, campers, recreational vehicles, motorcycles, mopeds, etc. permitted to park on the premises overnight.
7. Occupancy regulations: One bedroom apartment – no more than 2 occupants.
Two bedroom apartment – no more than 4 occupants.
Three bedroom apartment - no more than 6 occupants.

2328 South Congress Avenue • Suite 1-C • West Palm Beach, FL 33406
(561) 649-8585 • Fax (561) 649-0188

www.banyanproperty.com

Application for CANTERBURY AT QUANTUM VILLAGE POA, INC.
MARRIED CO-APPLICANTS Fill Out a Separate application. Do Not Leave any blank spaces.

Name _____ SS# _____ DOB _____

Spouse _____ SS# _____ DOB _____

Driver's License# _____ ST _____ Spouses Drivers License# _____ ST _____

Other
 Name Relationship Age SS# Name Relationship Age SS#

Occupants
 Name Relationship Age SS# Name Relationship Age SS#

Pets Number _____ Type _____ Breed _____ Weight _____ Age _____

Home Phone () _____ why moving _____

Present Address
 Street Apt City St Zip Code

Present Landlord
 Mortgage Holder _____ Phone () _____

Length of Residence : _____ / _____ / _____ Monthly Rent/Mtg \$ _____ Mtg Acct # _____

Previous Landlord
 Mtg Holder _____ Phone () _____

Length of Residence: _____ / _____ / _____ Monthly Rent/Mtg \$ _____ Mtg Acct # _____

Present
 Employer _____ City & St _____ Phone # _____
 Position _____ Dates Employed _____ / _____ / _____ Income _____ per _____ Mgr. _____
 Mo yr Mo

Spouse Present
 Employer _____ City & St _____ Phone# _____
 Position _____ Dates Employed _____ / _____ / _____ Income _____ per _____ Mgr. _____

In case of
 Emergency notify _____

Name	Relationship	Address
Have you ever had an eviction filed or left owing money to an owner or landlord?	Applicant: Yes _____ No _____	Spouse: Yes _____ No _____
Have you applied for residency in the past 2 years but did not move in?	Applicant: Yes _____ No _____	Spouse: Yes _____ No _____
Have you ever had adjudication withheld or been convicted of a crime?	Applicant: Yes _____ No _____	Spouse: Yes _____ No _____

If you have answered yes to any of the above questions please explain the circumstances regarding the situation on back of this sheet.

AUTHORIZATION OF RELEASE OF INFORMATION Applicant(S) represents that all to the above information and statements on the application for rental are true and complete, and hereby authorizes an investigative consumer report including, but not limited to residential history (rental or mortgage) employment history, criminal history records, court records, and credit records. This application must be signed for it can be processed by management. Applicant acknowledges that false or omitted information herein may constitute grounds for rejection of this application, termination of right of occupancy, and/or forfeiture of fees or deposits and may constitute a criminal offense under the laws of this state. **NONE-REFUNDABLE APPLICANT FEE** applicant(s) agree to pay \$ _____ for a non-refundable application processing fee. Reservation fee agreement applicant has paid a reservation fee of \$ _____ in consideration of taking the dwelling unit off the market while considering the approval of this application. If applicant(s) is approved and the contemplated lease is entered into, then on the day of move in the fee will be credited towards payment of the security deposit amount of \$ _____. If the applicant(s) is approved but fails to promptly enter into the contemplated lease or fails to move in on the agreed upon date, the reservation fee will be retained by owners as liquidated damages. The reservation fee will only be refunded if the applicants cancel this application with written notice within _____ hours of if application is not approved, refunds will be sent via mail within 30 days of cancellation. This application is preliminary only and does not obligate owner or owner's agent to execute a lease or deliver possession of the proposed premises. No oral agreements have been made.

Applicant's Signature _____ Date _____ Spouse's Signature _____ Date _____

APPLICATION FOR OCCUPANCY/APPROVAL

PRINT OR TYPE

Purchase _____ Lease _____ (how long)

Apt no. _____ Bldg no. _____ Address of unit _____

Date _____ 200_____ Desired date of occupancy _____

Name _____ Date of Birth _____ SS# _____

Spouse or

Applicant _____ Date of Birth _____ SS# _____

() single () married () widow(er) () separated _____ () Div. _____ Maiden name _____
How long How long

Number of people who will occupy. Adults (over age 18) _____ children (over 18) _____ children (under 18) _____

Names & ages of children who will occupy: _____

Description of pets (Breed, size, color, weight, etc>) _____

In case of emergency notify: _____

Name

Address

Telephone

RESIDENCE HISTORY

PRINT OR TYPE

Present Address _____ Phone: () _____

Name of apt/condo _____ phone: () _____ Dates of Residency _____

Name of Landlord or Mortgage, co. _____ phone () _____

Address _____ Mtg. No. _____

Previous Address _____ your Apt no. _____

Name of Apt Condo _____ phone() _____ Dates of Residency _____

Name of Landlord or Mtg co. _____ phone # () _____

Address _____ Mtg No. _____

Prior Address _____ your apt no. _____

Name of Apt condo _____ phone () _____ Dates of Residency _____

Name of Landlord or Mtg Co. _____ Phone () _____

Address _____ Mtg. No _____

EMPLOYMENT & BANK REFERENCES

PRINT OR TYPE

Employed by (Business Name) _____ Phone () _____

How long _____ Dept or position _____ Mo. Income _____

Address _____ Zip _____

Spouses Employment (Business Name) _____ Phone () _____

How long _____ Dept or position _____ Mo. Income _____

Address _____ Zip _____

Bank Reference _____ Phone () _____

How long _____ Ck Acct No. _____ Save Acct No. _____

Address _____ Zip _____

Bank Reference _____ Phone () _____

How long _____ Ck Acct No. _____ Save Acct No. _____

Address _____ Zip _____

CHARACTER REFERENCE

PRINT OR TYPE

1. _____ Res phone () _____ Ofc Phone() _____

Address _____ Zip _____

2. _____ Res phone () _____ Ofc Phone () _____

Address _____ Zip _____

3. _____ Res Phone () _____ Ofc Phone () _____

Address _____ Zip _____

Drivers License# _____ #2 _____ State _____

Make _____ Model _____ Year _____ Plate No. _____ Color _____ State _____

Make _____ Model _____ Year _____ Plate No. _____ Color _____ State _____

This application is not legible or is not completely and accurately filled out, Residence Data a service of Choice Point Services, Inc. (and the association) will not be liable or responsible for any inaccurate information if the investigation and related report (to the association) caused by such omissions or Legibility. By signing, the applicant recognizes that the Association or their agent, Resident Data a service of Choice Point Services, Inc. may investigate the information supplied by the applicant and a full disclosure of pertinent facts may be made to the Association. The investigation may be made of the applicant's character. General reputation, personal characteristics, credit standing, police arrest record and mode of living as applicable. I may request in writing, within a reasonable time, a complete and accurate disclosure of the nature and scope of any investigation.

Signature _____ Signature _____

Have you ever seasonally resided in Florida before? ____ If yes, please state the name, address and dates of residency:

If retired, please state the company's name and address retired from and when retired: _____

Have you ever been convicted or pled to a crime? ____ If yes, please state the date(s), charge(s) and disposition(s):

1. I hereby agree for myself and on behalf of all persons who may use the apartment that I seek to Lease:
 - a. I will abide by all of the restrictions contained in the Bylaws, Rules & Regulations, and restrictions which are or may in the future be imposed by CANTERBURY @ QUANTUM VILLAGE POA OF PALM BEACH .
 - b. I understand that there is a restriction on pets that I may not have a pet that weighs in excess of 25 pounds at maturity. I may not have more than 1 pet.
 - c. I understand that I must be present when any guests, relatives, visitors, or children who are not permanent residents occupy the apartment or use the recreational facilities.
 - d. I understand that sub-leasing or occupancy of this apartment in my absence is prohibited.
 - e. I understand that any violation of the terms, provisions, conditions, and covenants of the CANTERBURY @ QUANTUM VILLAGE POA OF PALM BEACH documents provides cause for immediate action as therein provided or termination of the leasehold under appropriate circumstances.
2. I have received a copy of the Rules & Regulations: Yes ____ No ____
3. I understand that I will be advised by the Board of Directors of either acceptance or denial of this application. Occupancy prior to Board of Directors approval is prohibited.
4. I understand that the acceptance for Lease at CANTERBURY @ QUANTUM VILLAGE POA OF PALM BEACH is conditioned in part upon the truth and accuracy of this application and upon the approval of the Board of Directors. Any misrepresentation or falsification of information on these forms will result in the automatic disqualification of my application. Occupancy prior to Board of Directors approval is prohibited.
5. I understand that the Board of Directors of CANTERBURY @ QUANTUM VILLAGE POA OF PALM BEACH may cause to be instituted an investigation of my background as the Board may deem necessary. Accordingly, I specifically authorize the Board of Directors, Management and RENTERS REFERENCE OF FLORIDA, INC. to make such investigation and agree that the information contained in this and the attached application may be used in such investigation, and that the Board of Directors, Officers and Management of CANTERBURY @ QUANTUM VILLAGE POA OF PALM BEACH itself shall be held harmless from any action or claim by me in connection with the use of the information contained herein or any investigation conducted by the Board of Directors.

In making the foregoing application, I am aware that the decision of the CANTERBURY @ QUANTUM VILLAGE POA OF PALM BEACH will be final and no reason will be given for any action taken by the Board of Directors. I agree to be governed by the determination of the Board of Directors.

APPLICANT _____ APPLICANT _____

CANTERBURY AT QUANTUM VILLAGE PROPERTY OWNERS'
ASSOCIATION OF PALM BEACH, INC.

Banyan Property Management, Inc.
2328 South Congress Ave., Suite 1-C, West Palm Beach, FL 33406
Tel: 561-649-8585 / Fax: 561-649-0188

REFERENCES:

1. Name & Phone Number: _____
Complete Address: _____
2. Name & Phone Number: _____
Complete Address: _____
3. Name & Phone Number: _____
Complete Address: _____

I/We represent that the above information is factual and true and I/We are aware that any falsification or misrepresentation of the facts in this application will result in automatic rejection of this application. I/We consent to further inquiry concerning this application. The undersigned acknowledges receipt of all the governing documents of Canterbury at Quantum Village Property Owners' Association of Palm Beach, Inc., and the Rules and Regulations attached to this application. The undersigned hereby agree to abide by all the documents for the Association, which include the "Declaration of Covenants and Restrictions", "Articles of Incorporation", "By-Laws", and "Rules and Regulations" whether they be recorded or unrecorded.

Lessee Signature

Date

Lessee Signature

Date

Thank you!

PET REGISTRATION AND AGREEMENT

December 3, 2009

This Agreement is attached to and forms a part of the governing documents for Canterbury at Quantum Village Property Owners Association of Palm Beach and rules and regulations for the Association. .

Pet Owner is the Owner/Tenant/Resident of the property located at _____ (Unit) in the Canterbury community.

Pet owner desires to keep the following described pet in the Unit:

Breed:

Weight: Anticipated full grown weight:

Age:

Pet's Name:

Pet Owners agree to the following terms and conditions:

- 1) Pet owners agree to walk only one pet at a time.
- 2) Pet owners agree to keep their pet under their control at all times.
- 3) Pet owners agree to keep their pet restrained and under their supervision at all times when outside their dwelling. This includes balconies, patios and porches.
- 4) Pet owners agree to adhere to local ordinances, including leash and licensing requirements.
- 5) Pet owners agree to clean up after their pet and to dispose of their pet's waste properly and quickly.
- 6) Pet owners agree not to leave food or water for their pet or any other animal outside their dwelling where it may attract other animals.
- 7) Pet owners agree to keep their pet from being unnecessarily noisy or aggressive and causing any annoyance or discomfort to others and will remedy immediately any complaints made from neighbors or the Property Manager.
- 8) Pet owners agree that at no time are pets allowed in the pool area.
- 9) Pet owners agree to pay immediately for any damage, loss, or expense caused by their pet.
- 10) Pet owners agree that this Agreement applies only to the specific pet described above and that no other pet may be substituted. Pet owners agree to furnish the property management with a picture of their pet with this application and to provide, no less than once per year, documentation evidencing that the pet has received all required vaccinations.
- 11) Pet owners acknowledge and agree that Canterbury at Quantum Village Property Owners Association of Palm Beach is authorized to revoke permission to keep the pet should the pet owners violate any of the terms of this Agreement or should the pet become a nuisance which determination shall be at the sole discretion of the Board of Directors.

Owner _____

Tenant _____

RULES AND REGULATIONS FOR CANTERBURY AT QUANTUM VILLAGE
PROPERTY OWNERS ASSOCIATION OF PALM BEACH

REVISED AUGUST 10, 2009

Pursuant to the documents governing Canterbury at Quantum Village Property Owners Association of Palm Beach, Inc. (hereinafter "Canterbury") the Board of Directors has the responsibility and authority for the operation of the Association, management of the Association Common Property and for the establishment and enforcement of Rules and Regulations.

These General Rules and Regulations may be modified, added to, or repealed at any time by the Board. Any consent or approval given by the Association under these Rules and Regulations shall be revocable at any time, except for its approval of resale or leases. These Rules and Regulations and all others hereinafter promulgated shall apply to and be binding upon all Townhome Unit Owners. The Townhome Unit Owners shall at all times obey said Rules and Regulations and shall use their best efforts to see to it that they are faithfully observed by their families, guests, tenants, occupants, invitees, servants, tenants and other persons over whom they exercise control and supervision.

These Rules and Regulations shall be cumulative with the covenants and occupancy and use restrictions set forth in the Declaration of Covenants, Restrictions and Easements for Canterbury, **provided that the provisions of same shall control over these rules and regulations in the event of a conflict or a doubt as to whether a specific practice or activity is not permitted.**

In the event any Rule or Regulation heretofore set forth or hereinafter promulgated, or any sentence, clause, paragraph, phrase or word thereof is determined to be invalid or unenforceable, all remaining provisions or portions thereof shall be and shall remain in full force and effect.

Rules and Regulations as to the use of the recreational facilities shall be posted, and each Townhome Unit Owner, tenant, or occupant, as well as family, guests and invitees, shall observe all Rules and Regulations.

MAINTENANCE AND USE OF TOWNHOME UNIT:

- A.) All Townhome Units shall be used only for residential purposes, as a single family private dwelling for the owner, the members of his or her family, approved tenants and guests. Townhome Units may not be used for business or for any commercial use whatsoever except for a home office that will not result in increased traffic to the community.
- B.) No structural changes or alterations shall be made to any Townhome Unit except as authorized, in writing, by the Board of Directors. Details of the requested change(s) including drawings and specifications must be submitted to the Board of Directors through the Management Company for approval prior to commencing the work.
- C.) No changes to the exterior appearance of the Townhome Units are permitted except as authorized, in writing, by the Board of Directors of the Association.
- D.) Approved work to the exterior of a Townhome Unit must be performed between 8:00 a.m. and 6:00 p.m. Monday through Saturday.
- E.) No clothesline or similar devices shall be allowed on any portion of the property.
- F.) No rugs or other materials may be dusted from the windows of the Townhome Units.
- G.) No owner, tenant, occupant or resident may post or erect any poster, sign or advertisement in or on their Townhome Unit or other property of the Association except as authorized, in writing, by the Board of Directors of the Association. This rule applies to the posting of "For Sale" and "For Lease" signs in windows and on front lawns.
- H.) All Townhome Units must be maintained in good condition and repair at all times. Each owner of a Townhome Unit shall maintain all interior surfaces of a Townhome Unit including interior walls, ceilings, air conditioning systems and appliances in the Townhome Unit. To prevent the growth of mold and mildew in a Townhome Unit, the owner shall run the air conditioning at a minimum temperature of 81 degrees Fahrenheit during the months of May through October. During the remainder of the year, owners, tenants, occupants, and/or residents shall properly ventilate the Townhome Unit.
- I.) No owner, tenant, resident or occupant of a Townhome Unit shall install wiring for electrical or telephone installations, or install any type of television antenna, dish, machines or air conditioning equipment except as authorized, in writing, by the board of the Association.

- J.) No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Townhome Unit or storage area, except for normal household substances.
- K.) No waterbeds are permitted in any Townhome Unit.
- L.) No window air conditioning units are permitted in any Townhome Unit.
- M.) Only service and maintenance personnel for the Association are permitted in the attic.
- N.) Holiday lights and decorations may be tastefully displayed on Townhome Units between Thanksgiving and January 6th of the following year.
- O.) Hurricane shutters shall not be closed or put up prior to issuance of a hurricane warning for the area and must be re-opened or removed from the Townhome Unit within 15 days after lifting of the hurricane warning or passing of the storm.

USE OF COMMON AREAS:

- A.) The owner of a Townhome Unit shall be liable for the expense of maintenance, repair, replacement or damage to the common elements rendered necessary by his or her acts or by those of any member of his family or his guests, employees, agents, or tenants as well as any and all attorneys' fees and costs incurred by the Association in collection of such damages.
- B.) Disorderly conduct is grounds for expulsion from any common area.
- C.) No owner, tenant, resident or occupant shall invite guests to use the Association common areas and/or recreational facilities in his or her absence.
- D.) All owners, tenants, residents or occupants of a Townhome Unit shall limit noise (from televisions, radios, amplifiers, loud speakers, musical instruments, etc.) to a level that does not disturb other residents. No owner, tenant, resident or occupant shall operate or permit to be operated a phonograph, radio, television or other loud speaker in any Townhome Unit between the hours of 11:00 p.m. and 8:00 a.m. if same shall disturb or annoy any other residents in the community.
- E.) Smoking is prohibited in enclosed common areas.

RESPONSIBILITY OF MANAGEMENT AND EMPLOYEES:

- A.) It is the duty of the Property Manager to conduct the day to day business of the Association as directed by the Board of Directors.
- B.) Owners, tenants, residents or occupants of a Townhome Unit shall contact the manager regarding issues involving the Association and shall not approach Board members at their homes or on the common properties.
- C.) Employees of the Association and Management Company cannot perform private services for residents during working hours.

PARKING AND STREETS:

- A.) Parking on any grass or swale area within the community is strictly prohibited.
- B.) No vehicle shall be permitted to park in any space other than a designated parking space. Residents may also park their vehicles in the brick paved area directly behind their respective garages provided that at least two (2) tires on the same side of the vehicle remain on the brick pavers at all times and that the resident pulls up as closely as possible to the garage so as not to block access through the street.
- C.) Vehicles must be parked in the direction of traffic at all times.
- D.) Parking in all parking areas is limited to non-commercial passenger automobiles with a current automobile registration.
- E.) Commercial trucks shall be permitted to enter the property temporarily for pick-up and delivery and for repairs and maintenance services only, and only when authorized by a resident between 8:30 a.m. to 5:00 p.m.
- F.) No other vehicles (including but not limited to campers, mobile homes, motor homes, house trailers, recreational vehicles, vans) shall be permitted to park on the Association property without the prior written consent of the Association.
- G.) No vehicle that cannot operate on its own or that has an expired license or tag shall remain on the Association property for more than twenty four (24) hours.
- H.) No repair of vehicles (except charging of battery and changing of a tire) shall be made on the Association property.

- I.) The above parking rules and vehicle limitations have been developed for the consideration and safety of ALL residents. Any violation of these regulations will result in towing of the vehicle **AT THE OWNER'S EXPENSE**. In addition, Canterbury at Quantum Village Property Owners Association of Palm Beach shall be held harmless for any damages incurred.
- J.) The speed limit throughout the community is 25 mph.

POOL AREA:

- A.) All persons using the swimming pool do so at their own risk. There is no lifeguard on duty
- B.) The pool is open from dawn to dusk.
- C.) Excessive noise, loud talking and shouting are prohibited in the pool area. Radios and other audio equipment in the pool area must be kept at a volume audible only to the owner, tenant or his/her guest.
- D.) Disorderly conduct of any kind in the pools, pool area or common area is prohibited and shall be grounds for warnings and or fines.
- E.) Glass bottles, glass containers, ceramic, or china dishware, or any other breakable items shall not be brought into the pool area.
- F.) Running, skating, skateboarding or use of similar devices around the pool area is prohibited.
- G.) Children in diapers or training pants are not permitted in the swimming pool unless suitable rubber pants are used.
- H.) Surf boards, balls, Frisbees, inflatables and similar items are not permitted on or near swimming pools, except those inflatables attached to the person, or noodle type flotation items for safety purposes. Toys, bicycles, playpens and similar items are not permitted in or near the swimming pools.
- I.) Food is not permitted in or near the swimming pool. All areas must be left clean.
- J.) Chaise lounges shall not be reserved. No pool equipment may be removed from the pool or pool area.

- K.) All persons must shower before entering the pool.
- L.) Tanning lotions must be removed before entering the pool.
- M.) No smoking is permitted in the pool.
- N.) Pets are not permitted in the pool or pool area at any time.
- O.) The pool is only for the use of owners, tenants or their guests. Guests must be accompanied by the approved owner or tenant at all times.
- P.) Any child under the age of eighteen (18) must be accompanied at all times by an adult (over the age of 18) in the pool and pool area.

MOVING:

- A.) Moving trucks or "UHaul" style trucks shall only be parked in a manner so as not to block access to the street by residents, guests and emergency vehicles.

SECURITY:

- A.) This is not a gated community. All residents should report suspicious activity to the police department immediately
- B.) Any resident having work done or deliveries to their apartment must be present. The Property Management Company will not open the resident's Townhome Unit.

PETS:

- A.) One pet, which may be only a small caged bird, a cat or a dog, twenty five (25) pounds or under, may be kept in a Townhome Unit. No pets shall be permitted on any portion of the property (other than a Townhome Unit) unless leashed or caged, as appropriate, and pets shall be walked only on portions of the Property designated by the Association. No pets shall be permitted in any recreation area at any time. Any owner who keeps a pet shall hold the Association harmless against any and all claims, debts, demands, obligations, costs and expenses which may be sustained or asserted against the Association or the Board of Directors because of acts of any such pet committed in or about the Property, and the owner will be responsible for repair of all damage caused by such pet.
- B.) All pets must be registered with the Association on forms provided by the Association.

- C.) Pets must not be curbed near the buildings, walkways, shrubbery, gardens or any other public places, including the pool area.
- D.) Pets are not to be kept on balconies/porches where they may annoy other residents by barking, etc.
- E.) Owners shall assume full responsibility for any damage to persons or property caused by his pet. In the event said pet shall defecate in any public area, it is the pet owner's responsibility to clean it up and properly dispose of bags.
- F.) In the event that a pet owner fails to register the pet or that the Board of Directors, in its sole discretion, determines that a pet has become a nuisance or otherwise threatens or disturbs the other residents, the pet owner must remove the pet from the property upon ten (10) days' written notice by the Board of Directors.
- G.) No pit bull, pit bull mixes or other dogs of a vicious breed, as determined by the Board of Directors in its sole discretion, shall be permitted in any Townhome Unit or on the common areas of the Association.

PAYMENT OF ASSESSMENTS, FINES AND OTHER AMOUNTS DUE TO THE ASSOCIATION:

- A.) Every owner is responsible for prompt payment of maintenance assessments, special assessments, fines and/or other charges authorized by the Association.
- B.) The Management Company cannot accept cash as payment for maintenance, special assessment, security deposits or other fees. All payments to the Association shall be made in the form of a check, money order, or official bank check payable to: Canterbury at Quantum Village Property Owners Association of Palm Beach, Inc.

BUYING AND LEASING OF TOWNHOME UNITS:

- A.) Prior to selling or leasing a Townhome Unit, the owner shall submit to the Association a completed tenant or purchase application which shall be accompanied by a copy of the lease or purchase contract, as applicable, along with the screening fee. Upon receipt of the completed application and application fee, a screening committee or agent assigned by the board directors shall interview all prospective tenants and purchasers. If the screening committee approves the application, a written approval shall be issued. A tenant or purchaser of a Townhome Unit may not take possession of Townhome Unit prior to obtaining the written approval of the Association.

- B.) The screening committee or authorized agent has up to 30 days to approve an applicant.
- C.) All tenants shall be required to post a security deposit in the amount of \$500 as a condition to approval of the lease, which deposit shall be applied against any damage to the common elements. The amount deposited less any damages to the common elements and less the amount of any pending invoices against the Townhome Unit, shall be returned to the tenant at the termination of the lease provided, however, that the tenant must provide a written request to the Board of Directors for return of the deposit. The Association shall have thirty days from receipt of the written request to return the deposit to the tenant.
- D.) All leases for Townhome Units must include an addendum, signed by the landlord and tenant, authorizing the Association to collect rent directly from the tenant in the event that the landlord fails to pay the Association amounts due to the Association. The form addendum shall be provided in the screening package.
- E.) Sub-leasing is prohibited.

BICYCLES AND ROLLER SKATES:

- A.) Persons riding scooters, bicycles, roller skates/blades or any similar device shall use care and yield to pedestrians.

FINING RULES & REMEDIES:

- A.) Every Townhome Unit Owner, tenant, resident, occupant and/or guest shall comply with the Rules and Regulations as set forth herein, which from time to time may be amended or appended to, as well as the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association. Failure to comply shall be grounds for actions, which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, a fine or fines may be imposed upon a Townhome Owner for failure of the Townhome Unit Owner, his family, guests, invitees, tenants, employees, or contractors to comply with any covenant, restriction, rule or regulation contained herein will be subject to the following procedures:
- B.) The party against whom the fine is sought to be levied shall be afforded an opportunity for a hearing before a fining committee after reasonable notice of not less than fourteen (14) days and said notice shall include: (a) a statement of the date, time and place of the hearing; (b) a statement of the alleged violation; and, (c) the potential fine to be imposed.

- C.) The party or parties, against whom the fine may be levied, shall have an opportunity to respond, present evidence, and to provide written or oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Committee.
- D.) The Committee may impose fines against the applicable Townhome Unit of \$100 per violation, per day up to a maximum of \$1,000 until said violation has been remedied.
- E.) Fines shall be paid not later than 5 days following the date of the notice of said imposition.
- F.) These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the Townhome Unit Owner shall be in addition to any actual costs incurred for repairs or damages resulting from any such violation.