

Park Pointe Condominium Association, Inc.

c/o Triton Property Management
900 E. Indiantown Road, #210, Jupiter, FL 33477
561-250-6565

All documentation (including copy of driver’s license and vehicle registration) must be submitted with application at least thirty (30) days prior to the expected closing date.

Closing Date _____

- _____ 1. Checklist for Condo Sale
- _____ 2. Instructions for Certificate of Approval
- _____ 3. Intention to Sell
- _____ 4. Exhibit “A” Amendment of Declaration of Covenants and Restrictions
- _____ 5-6. Application for Occupancy (Proof of age required)
Include a non-refundable application fee of **\$50.00** made payable to **Park Pointe Condominium Association, Inc.**
- _____ 7. Screening Letter (**copy of Sales Agreement must be included**) Authorization for
- _____ 8-9. **Background Check(s)** -Include a non-refundable **\$100.00** check **per applicant** (unless married or dependent child) made payable to **Triton Property Management. ***If not a US Citizen, please contact the Property Manager**
- _____ 10. Affidavit – Signed before a Notary (include copy of Certificate of Amendment filed with City of Greenacres on December 24, 2009
- _____ 11. Declaration of Condominium
- _____ 12. ACH Authorization
- _____ 13. Voting Certificate
- _____ 14. Emergency Key Contact
- _____ 15-16. Rules and Regulations
- _____ 17. Pet Authorization and Approval
- _____ 18. Receipt of Condominium Documents
- _____ 19. Certificate of Approval – provided prior to closing
- _____ 20. ****Copy of Deed after Closing**

Applications will not be accepted via fax or email. If an application is submitted incomplete, it will not be processed until all the required information is received at the address on the top of this page.

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Instructions for Certificate of Approval

(Purchase)

1. Complete the application forms and do not leave any blank forms. If necessary, Insert N/A where applicable. Incomplete applications will be returned unprocessed.
2. The purchaser shall attach two (2) checks. One is payable to: **Park Pointe Condominium Association, Inc. in the amount of \$50 for the application fee** and one is made payable to **Triton Property Management in the amount of \$100 for the background check.**
3. Attach a copy of your purchase agreements.
4. Please provide copies of Driver's License and vehicle registration.
5. This application will be returned unprocessed to the owner if there are any existing outstanding assessments or unpaid maintenance fees.
6. New purchasers shall be interviewed by the Screening Committee prior to Taking occupancy.
7. Moving in any furnishings and/or occupying the intended unit or any common area prior to being screened and granted the necessary Certificate of Approval is prohibited by the Condominium Association documents.
8. A Credit Bureau report needs to be provided by the Board.
9. Purchaser to provide information for two (2) references below.

List two references with contact info:

Name: _____

Phone: _____

Name: _____

Phone: _____

Sales/New Owner Application:

Condominium Association: _____ Building # _____ Unit# _____

Owners Notice of Intention to Sell

In accordance with the provisions and related documents, this shall constitute Notice of my/our intention to market/advertise for sale _____, Building # _____, Unit # _____ Greenacres, FL 33467 (Address)

Notice to Potential Buyer(s)/Applicant(s): Any person(s) that will be occupying (residing at the aforementioned Unit on a permanent basis) must complete an Application for Occupancy for submission to the Condo Association President for review and approval.

A copy of the aforementioned Completed Application must also be submitted to the Park Pointe Community Property Manager's Office.

Note: See Page 4, Exhibit "A" for amendment Items #1 (11.01.21) and #2 (11.01.22) regarding Association Regulations.

Is Unit identified in paragraph 1 (above) currently being rented/leased Yes ____ No ____ . If answer is yes, current owner(s)/Seller(s) and potential Buyers should be advised that the City of Greenacres Code of Ordinance Sections 5-8 and 8-72 (b) 9 requires a safety inspection and valid local tax business receipt (formerly known as Occupational license) for all dwelling rental units located within the city limits. **A safety inspection within 30 days of application must be scheduled to avoid penalties and/or code enforcement action. It is the responsibility of the property owner to schedule such inspection.**

Have any Alterations/Landscaping Requests pertaining to Common Area(s) maintained by the Park Pointe Community Association (requiring ACC Approval) ever been implemented by you as the current owner, yes ____, No ____ . If answer is yes, please attach and submit documentation of ACC Approval with Owner's Intention to Sell. Be advised that Alterations/Landscaping not authorized/approved by the ACC are subject to current owner(s) and or potential new owner(s), **not the HOA**, incurring any or all costs to maintain, trim, water, weed, remove, etc., all Alterations/Landscaping identified as not having been authorized/approved by the ACC.

Unit Owner Signature _____ Date _____

Unit Owner Signature _____ Date _____

Board Member Signature _____ Date _____

Board Member Title _____ Contact Phone # _____

*Realtor Name & Brokerage _____

*Contact Phone # _____ Email _____

EXHIBIT "A"

**AMENDMENT
TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
EASEMENTS, CHARGES AND LIENS OF PARK POINTE**

The original Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens of Park Pointe is recorded in Official Record Book 4173, at Page 744, in the Public Records of Palm Beach County, Florida. The Amended and Restated Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens of Park Pointe is recorded in Official Record Book 13034, at Page 0291, in the Public Records of Palm Beach County, Florida.

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

Item 1: Article 11, Section 11.01.21 of the Amended and Restated Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens of Park Pointe ("Declaration"), shall be amended as follows:

11.01.21. No person shall be permitted to reside permanently, in the Development who has not attained the age of ~~sixteen (16)~~ eighteen (18) years. Nothing herein shall be construed so as to prohibit the occasional use of any Unit by a person under the age of ~~sixteen (16)~~ eighteen (18) years of age, providing such use is on a temporary basis and pursuant to the rules and regulations of the Association pertaining thereto. Initially, the term "temporary basis" shall mean a period of time not in excess of thirty (30) days per calendar year, whether continuous or not.

Item 2: Article 11, Section 11.01.22 of the Declaration shall be amended as follows:

11.01.22. In accordance with Association policy to maintain the Community as an older persons (adult) community, it shall be required that at least eighty percent (80%) of the units shall be occupied (including renters) by one person fifty-five (55) years of age or older. Persons under fifty-five (55) years of age but ~~sixteen (16)~~ eighteen (18) years of age or older may reside in any unit, as long as at least eighty percent (80%) of the units are occupied by at least one occupant who is fifty-five (55) years of age or older. The Association shall have the authority, but not the obligation, to allow persons under the age of fifty-five (55) years to occupy up to twenty percent (20%) of the units. However, any person under the age of fifty-five (55) years who occupies any such unit shall be required to either be a spouse, child or other person who has inherited the unit from the previous Owner who was fifty-five (55) years of age or older.

M:\Association\Park Pointe\Amendment-Declaration.wpd

Sales/New Owner Application:

Condominium Association: _____ **Building #** _____ **Unit#** _____

New Owner/Buyer Application for Occupancy (Page 1)

Address of Unit being purchased _____
Greenacres, FL 33467

Aforementioned Unit is being purchased to be utilized as my/our: Permanent Residence _____
Part Time Residence _____ Investment/Rental _____

New Resident's Name _____ **(Please Print)**

Date of Birth ____/____/____ SS# ____ - ____ - ____ * Underage 55 but over 18yrs _____

New Resident's Name _____ **(Please Print)**

Date of Birth ____/____/____ SS# ____ - ____ - ____ * Underage 55 but over 18yrs _____

New Resident's Name _____ **(Please Print)**

Date of Birth ____/____/____ SS# ____ - ____ - ____ * Underage 55 but over 18yrs _____

New Resident's Name _____ **(Please Print)**

Date of Birth ____/____/____ SS# ____ - ____ - ____ * Underage 55 but over 18yrs _____

***For any Resident/Applicant that is under the age or 55 but over 18yrs old check ___ above**

Please provide a copy of documentation to prove Applicants/Residents age as fifty-five (55yrs) or older. The same requirement applies for Applicants/Residents that are under 55yrs old but over 18yrs old. Example(s) of documentation; Driver's license, birth certificate, or any other document(s) that validate Applicants/Resident(s) age. This type of documentation is recommended by our legal counsel to satisfy the Department of Housing and Urban Development and will be treated as confidential.

If Seasonal/Part Time Residents, please provide your anticipated occupation dates. This will assist in preparing mailings to you during dates that the unit will not be occupied.

Occupation start date: ____/____/____ End Date: ____/____/____

Occupation start date: ____/____/____ End Date: ____/____/____

***Provide Mailing Address if it will be different from Unit being purchased when not occupied:**

* _____
(Optional Mailing Address)

Sales/New Owner Application:

Condominium Association: _____ **Building #** _____ **Unit#** _____

New Owner/Buyer Application for Occupancy (Page 2)

Mortgage Company _____
Address _____
City, State & Zip _____

Mortgage Loan number _____
Your Present address _____
City, State & Zip _____

Employed by: _____
Employer phone: _____
How long? _____ Dept. or Position _____

Bank Reference-Name of Bank _____
Address _____
Phone _____
How long? _____ Type of Account: Checking _____ Savings _____

Note: The total number of Cars permitted per Unit (Condo) is limited to 2 (two)
Trucks, commercial vehicles, work vans are not permitted.

Make _____ Model _____ Year _____

License Plate# _____ State _____

Make _____ Model _____ Year _____

License Plate# _____ State _____

Applicant Signature: _____ Email Address _____

Applicant Signature: _____ Email Address _____

Person (s) to contact in case of an Emergency (Use Back of Form to add additional contacts)

Name _____ Relationship to Applicant: _____

Address: _____ City _____ State _____ Zip Code _____

Email Address _____ Phone # _____

Sales/New Owner Application:

Condominium Association: _____ **Building #** _____ **Unit#** _____

Applicant Screening Letter

The applicant(s) agree(s) not to move in, occupy or utilize any part of the unit and or the Park Pointe Community common areas before the Applicant(s) have been screened and their application has been approved.

It is understood that the following Condominium Association _____ is attempting to create a community of financially responsible and congenial residents, and with such purpose in view. The Board of Directors, therefore, shall have the right to reject the Applicant within twenty (20) business days hereafter by written notice to the present owner. Applicant represents that the information that has been submitted to the Board of Directors is true and correct, and the present owner will rely on the recommendation and approval of the Board. The Association will make a reasonable investigation as may be deemed desirable. Applicant agrees to hold the owner and the Association harmless on account of such investigation and decision thereon.

Applicant(s) certifies that they have read the Declaration of Covenants and Restrictions of the aforementioned Condominium Association including the bylaws and that they will abide by these documents. **Note: Documents are to be transferred to the new owner at the time of closing, as are all keys to the unit, including mailbox and Clubhouse key.**

Applicant Signature _____ Date _____

Print Name _____ Phone # _____

Current Address _____ City _____ State _____ Zip Code _____

Applicant Signature _____ Date _____

Print Name _____ Phone # _____

Current Address _____ City _____ State _____ Zip Code _____

Reminder(s): A Copy of the Sales Agreement and a check in the amount of \$50.00 payable to the Condominium Association must accompany the Buyer's/New Owner's application.

Applicant(s) interviewed by:

Signature _____ Title _____ Date _____

Signature _____ Title _____ Date _____

FCRA NOTICE – BACKGROUND INVESTIGATION

In connection with your rental application with _____ (the “Landlord/Property Manager”), this notice is intended to inform you that an investigative consumer report will be obtained on you from a consumer reporting agency for tenancy or rental purposes. These purposes may include for acceptance or retention. The report may contain information about your character, general reputation, personal characteristics and mode of living, which may be based on personal interviews with sources such as your neighbors, friends or associates. The report may also contain information about you relating to your criminal information or history, credit history, driving and/or motor vehicle records, verification of your education or employment history, or other background checks.

You have the right, upon written request made within a reasonable time after the receipt of this notice, to request disclosure of the nature and scope of any investigative consumer report to the Landlord/Property Manager and our background screening provider, National Crime Search, LLC, 3452 E. Joyce Blvd., Fayetteville, AR 72703 (888-527-3282). For information about National Crime Search, LLC’s privacy practices, see www.nationalcrimesearch.com.

[End of Document]

p. 1 of 1

AUTHORIZATION FOR BACKGROUND INVESTIGATION

By signing below you authorize the obtaining of investigative consumer reports by the Landlord/Property Manager at any time after receipt of this authorization. To this end, you authorize any law enforcement agency, administrator, state or federal agency, institution, school or university (public or private), information service bureau, employer, or insurance company to furnish any and all background information requested about you by National Crime Search, LLC and/or the Landlord/Property Manager.

You understand that the scope of your authorization is not limited to the present and, if you are accepted, will continue throughout the course of your residency and allow the Landlord/Property Manager to conduct future screenings for retention, as permitted by law and unless revoked by you in writing.

Print Full Legal Name:	
Other or Former Names (please print):	
Date of Birth*:	
Social Security Number:	
Address:	
City:	
County:	
State:	
Zip Code:	
Driver's License number:	
State License issued:	
Name on License (if different than legal name):	
Email Address:	
Phone Number:	
Signature:	
Date:	

***This information will be used for background screening purposes only and no other purpose.**

AUTHORIZATION FOR BACKGROUND INVESTIGATION

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You understand that the scope of your authorization is not limited to the present and, if you are accepted, will continue throughout the course of your residency and allow the Landlord/Property Manager to conduct future screenings for retention, as permitted by law and unless revoked by you in writing.

Print Full Legal Name:	
Other or Former Names (please print):	
Date of Birth*:	
Social Security Number:	
Address:	
City:	
County:	
State:	
Zip Code:	
Driver's License number:	
State License issued:	
Name on License (if different than legal name):	
Email Address:	
Phone Number:	
Signature:	
Date:	

***This information will be used for background screening purposes only and no other purpose.**

STATE LAW NOTICES AND DISCLOSURES – BACKGROUND INVESTIGATION

The following disclosures are being provided pursuant to state law.

MINNESOTA and OKLAHOMA: If you are a resident of Minnesota or Oklahoma, or applying for employment in one of these states, please check the box if you would like to receive a copy of your consumer report, free of charge, if one is obtained by the Landlord/Property Manager.

Check box to receive report

MINNESOTA: If you are a Minnesota resident or applying for employment at a location within Minnesota, you have the right to submit a written request to National Crime Search, LLC | 3452 E Joyce Blvd, Fayetteville, AR 72703 | (888-527-3282) for a complete and accurate disclosure of the nature and scope of any consumer report the Landlord/Property Manager ordered about you. The consumer reporting agency must provide you with this disclosure within five days after its receipt of your request or the report was requested by the Landlord/Property Manager, whichever date is later.

NEW JERSEY: If you are a New Jersey resident or applying for employment at a location within New Jersey, you acknowledge receipt of the New Jersey Fair Credit Reporting Act provisions.

NEW YORK: If you are a New York resident or applying for employment at a location within New York, you have the right to inspect and receive a copy of any investigative consumer report requested by the Landlord/Property Manager by contacting National Crime Search, LLC | 3452 E Joyce Blvd, Fayetteville, AR 72703 Phone: (888-527-3282).

NEW YORK: If you are a New York resident or applying for employment at a location within New York, you acknowledge receipt of a copy of [Article 23-A](#) of the New York Correction Law.

RHODE ISLAND: If you are a resident of Rhode Island or applying for employment at a location within Rhode Island, the Landlord/Property Manager may request a credit report from a consumer reporting agency in connection with your application for employment.

VERMONT: If you are a Vermont resident or applying for employment at a location within Vermont, you acknowledge receipt of the NOTICE – BACKGROUND INVESTIGATION AND USE OF CREDIT INFORMATION.¹

WASHINGTON STATE: If you are a Washington resident or applying for employment at a location within Washington State, you have the right to request from National Crime Search, LLC | 3452 E Joyce Blvd, Fayetteville, AR 72703 | (888-527-3282) a written summary of your rights and remedies under the Washington Fair Credit Reporting Act.

¹ Pursuant to Vermont law, employers requesting a credit report must provide job applicants/employees with a notice identifying the specific basis under 21 V.S.A. § 495i for use of the report.

Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer

reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.

- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- The following FCRA right applies with respect to nationwide consumer reporting agencies:

CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

You have a right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is

placed on a consumer's credit file. Upon seeing a fraud alert display on a consumer's credit file, a business is required to take steps to verify the consumer's identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
<p>1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates</p> <p>b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:</p>	<p>a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552</p> <p>b. Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357</p>
<p>2. To the extent not included in item 1 above:</p> <p>a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks</p> <p>b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act.</p> <p>c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations</p> <p>d. Federal Credit Unions</p>	<p>a. Office of the Comptroller of the Currency Customer Assistance Group P.O. Box 53570 Houston, TX 77052</p> <p>b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480</p> <p>c. Division of Depositor and Consumer Protection National Center for Consumer and Depositor Assistance Federal Deposit Insurance Corporation 1100 Walnut Street, Box #11 Kansas City, MO 64106</p> <p>d. National Credit Union Administration Office of Consumer Financial Protection 1775 Duke Street Alexandria, VA 22314</p>
<p>3. Air carriers</p>	<p>Assistant General Counsel for Office of Aviation Protection Department of Transportation 1200 New Jersey Avenue, SE Washington, DC 20590</p>
<p>4. Creditors Subject to the Surface Transportation Board</p>	<p>Office of Public Assistance, Governmental Affairs, and Compliance Surface Transportation Board 395 E Street, SW Washington, DC 20423</p>
<p>5. Creditors Subject to the Packers and Stockyards Act, 1921</p>	<p>Nearest Packers and Stockyards Administration area supervisor</p>
<p>6. Small Business Investment Companies</p>	<p>Associate Administrator, Office of Capital Access United States Small Business Administration 409 Third Street, SW, Suite 8200 Washington, DC 20416</p>
<p>7. Brokers and Dealers</p>	<p>Securities and Exchange Commission 100 F Street, NE Washington, DC 20549</p>
<p>8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations</p>	<p>Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090</p>
<p>9. Retailers, Finance Companies, and All Other Creditors Not Listed Above</p>	<p>Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, NW Washington, DC 20580 (877) 382-4357</p>

AFFIDAVIT

STATE OF _____)

)SS:

COUNTY OF _____)

BEFORE ME, the undersigned authority, personally appeared, _____ who, first being duly sworn, on oath, deposes and says:

1. Affiant is the owner of a unit in Park Pointe Condominium Association, Inc., which is located at _____ (Subject Property)

2. Affiant agrees and acknowledges that at least one person (1) person fifty-five (55) years of age or older will reside on a permanent basis in the Subject Property at all times pursuant to the Association’s governing document restrictions regarding Park Pointe Condominium Association, Inc.’s status as a fifty-five (55) and older community, as well as Pursuant to Florida and Federal Fair Housing Laws regarding housing for older persons more specifically, the occupants of the Subject Property and their ages are as follows:

Occupant _____ Age _____

Occupant _____ Age _____

Occupant _____ Age _____

3. Affiant further states he/she is familiar with the nature of an oath, and with the penalties as provided by the laws of the state of _____ for falsely swearing to statements in an instrument of this nature. Affiant further certifies that he/she has read the full facts of this Affidavit and understands its contents.

Signature _____

Print Name _____

STATE OF _____)

)SS:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____ who _____ is personally known to me, or _____ has produced _____ as identification.

Signature of Notary Public: _____

Print Name of Notary: _____

My commission Expires: _____

Seal here

Park Pointe Condominium Association, Inc.

c/o Triton Property Management
900 E. Indiantown Road, #210, Jupiter, FL 33477
561-250-6565

Declaration of Condominium

Article 12.02 No Unit Owner shall make any alterations, decorations, repairs, replacements, change of paint, nor place any screens, jalousies, or other enclosures on patios or any other parts of the Unit, Common Elements, Limited Common Elements or Condominium Building without prior written approval of the Association. All such requests shall be compatible with existing structures.

Article 29.05 In order to maintain the high standards of the community with respect to appearance, no trucks or commercial vehicles, boats, house trailers, boat trailers, or trailers of every other description, including campers or recreational vehicle (or its equivalent), shall be permitted to be parked or stored on the Condominium property except during periods of approved construction, nor shall any motor vehicles be parked on such property for the purpose of repairing or maintaining the same. The prohibitions herein shall not apply to temporary parking of trucks and commercial vehicles for pick-up, delivery, and other commercial services.

Prohibited vehicles or vehicles illegally parked may be towed at Owner’s expense.

If any portion of Article 12.02 is violated and not complied with, no certificate of approval will be issued for sale or lease of unit until violation of Article 12.02 is restored to original structure.

Article 29.05 is self-explanatory.

The above information is important for screening for sale or lease of a unit. Please sign both copies and return one with your screening papers.

Applicant Signature _____

Print Name _____

Applicant Signature _____

Print Name _____

Date _____

Truist Association Pay (ACH) Authorization

Truist Association Services Phone: 727-549-1202 or Toll Free Phone: 888-722-6669

Toll Free Fax: 866-297-8932 Email Address: ASDAutopay@Truist.com

Sign up to automatically pay your association payment from your checking or savings account at any U.S. financial institution. We are unable to accept authorizations for accounts located outside of the United States.

Enroll online through the 25th of the month to be effective for the next debit month by visiting Truist.com/Payments. If your association is not set up for online enrollment, complete the authorization form below. Complete a separate authorization form for each payment obligation.

To enroll by U.S. mail - Complete the authorization form below and attach a voided check. Mail form to **Truist Association Services, P.O. Box 2914 Largo, FL 33779-2914**. Continue to make your payments until you are notified by the bank when your automatic payment will start.

Association Pay Terms and Conditions:

- You are enrolling in Association Pay to authorize recurring payments through electronic funds transfers by ACH debit entries.
- **When your payment is due, your account is debited automatically on the 3rd of the month. If the 3rd is on a weekend or holiday, your account is debited the next business day.**
- Payments will appear as **your full or abbreviated Association Name** on your bank statement.

Paper authorizations must be received by the 20th of the month to be effective for the next debit month. If the 20th falls on a weekend or holiday, the deadline is the last business day prior to the 20th. This Authorization will remain in effect until Truist receives written notice from you or your association or its management company to cancel or change it. You hereby authorize Truist to accept changes in amounts or account information or cancellation of this Authorization from the association or its management company. Notice from you must be in writing and sent to the address referenced below or faxed to Truist Toll Free Fax: 866-297-8932. Notice must be received by Truist on or before the 27th of the month to be effective for the next debit date. When the 27th of the month falls on a weekend or holiday, the deadline is the last business day prior to the 27th. Some exceptions apply; visit Truist.com/Payments to view the Association Pay deadline calendar. You may print a Cancel or Change Request for Association Pay from the Truist Online Payment System or online at Truist.com/Payments. All payments initiated for debit are subject to acceptance by the designated financial institution. All ACH transactions authorized herein must comply with applicable U.S. law. Your completion of this authorization form indicates your agreement to be bound by the NACHA Operating Rules. For questions, contact Truist Association Services Toll Free at 888-722-6669. Doc ID# 109

Truist Bank, Member FDIC.

Keep top section for your records

Mail enrollments, cancels or changes to Association Pay: Truist Association Services – P.O. Box 2914, Largo, FL 33779-2914

Attach voided check when applicable

Association Pay (ACH) Authorization

Return bottom section

Association or Community Name: _____ Unit No. _____

Bank Account Owner Name _____ Phone _____

Mailing Address _____ City _____ State _____ Zip _____

Property Address _____ City _____ State _____ Zip _____

Bank Name _____ Bank Routing No. _____

Checking Savings Account No. _____ Check box if account to debit is a business account.

By signing this authorization, you agree to the following: 1) I have read and agree to the Terms and Conditions provided and 2) I am authorized to initiate transactions on the account provided. I authorize a) the above named association to debit/credit the account to process my association payments b) Truist to initiate electronic funds transfers by ACH debit/credit entries to the account for the purpose of processing those payments and c) the financial institution to withdraw and/or credit payments from/to my account. Doc ID# 109

SIGNED _____ DATE _____

Email _____ Effective Month for ACH to start _____

BILL PAY ACC#:	SERIAL #:	Unit #:	FREQ:	GROUP #:
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Revision 10/2021

Park Pointe Condominium Association, Inc.

c/o Triton Property Management
900 E. Indiantown Road, #210, Jupiter, FL 33477
561-250-6565

Certificate of Appointment of Voting Representative

This is to certify that the undersigned, constituting all of the recorded owners of unit # _____
Condominium # _____ at the following address:

have designated (name of voting representative)

as their representative to cast all votes and express all approvals that such owners may be entitled to cast or express at all meetings of the membership of the Association and for all other purposes provided by the Declaration, the Articles of Incorporation, and the Bylaws of the Association.

The following examples illustrate the proper use of this certificate.

1. Unit owned by one owner-filed in owner's name.
2. Unit owned by husband and wife. Voting certificate filed designating either husband OR wife as the voting representative.
3. Unit owned by John Doe and his brother, Jim Doe. Voting certificate filed designating either John or Jim as the voting representative (not anyone else).
4. Unit owned by a corporation. Voting certificate filed designating person entitled to vote, signed by an officer of the corporation.

This certificate is made pursuant to the Declaration, Articles and Bylaws of the Association and shall revoke all prior Certificates and be valid until revoked by a subsequent certificate.

Dated this _____ day of _____, 20 _____

Unit Owner Signature _____

Unit Owner Signature _____

Unit Owner Signature _____

Unit Owner Signature _____

Note: This is not a Proxy and should not be used as such. Please be sure to designate only one of the joint owners as the voting representative. Unit owners wishing to change the designated voting representative must file a new form.

Park Pointe Condominium Association, Inc.

c/o Triton Property Management
900 E. Indiantown Road, #210, Jupiter, FL 33477
561-250-6565

EMERGENCY KEY CONTACT

TO: Unit Owners
From: Board of Directors

Subject: Emergency Key

In the interest of safety, the Board of Directors requests and recommends that a key to your unit be assigned to a local relative, friend or neighbor to gain access to your unit in your absence in case of emergency.

If you choose not to designate your key to someone and it becomes necessary to gain forced entry to your unit, the cost will be borne by you.

Please provide the following information below to Board of Directors:

Emergency Key Contact (Local) _____

Phone Number _____

Unit Owner Signature _____

Print Name _____

Unit Address _____

Unit Phone Number _____

PARK POINTE CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS

The Rules and Regulations hereinafter delineated shall be deemed in effect and shall apply to and be binding upon ALL UNIT OWNERS. The unit owner(s) shall, at all times, obey said Rules and Regulations and shall use their best efforts to ensure said Rules and Regulations are faithfully observed by their families, guests, invitees, lessees, and persons over whom they exercise control and supervision.

1. **Exterior Appearance:** The exterior of the condominium and all other areas appurtenant to it shall not be painted, decorated, or modified by any unit owner in any manner without the prior consent of the Association. No awnings, window guards, light reflective material, hurricane or storm shutters, ventilators, fans, or air conditioning devices shall be used in or about the Condominium, except as shall have been approved by the Association. Worn out or damaged door screens, patio screens, and window screens must be repaired or replaced. **No individual landscaping or gardening is permitted without prior written approval of the Architectural Control Committee.**
2. **Sidewalks:** The sidewalks, entrances, passages, stairways, and all of the common elements must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the unit. No carriages, bicycles, wagons, shopping carts, chairs, benches, tables or any other object may be stored thereon. The personal property of all unit owners shall be stored within the Condominium unit.
3. **Signs:** No resident shall post any advertisement or poster of any kind in any unit, building, vehicle or elsewhere on the property including, without limitation, "For Sale and/or Rent" signs.
4. **Obstructions:** No garbage cans, supplies, or other articles shall be placed on balconies or on the staircase landing. Neither shall any clothing, curtains, rugs, mops or laundry of any kind or other articles be hung from any of the windows, doors, balconies or exposed on any part of the common elements. Fire exits shall be kept free and clear of rubbish, debris, and other unsightly material. Flowerpots, plants, and bric-a-brac are not permitted on walks or landings. No television, radio or other type of antenna or solar panels shall be erected on the exterior of any building without consent of the Board of Directors. Clothes lines may not be erected on or over any portion of the property.
5. **Garbage:** Refuse, bagged garbage and recyclable material shall be deposited only in dumpsters and recycle bins provided. No plastic bags are to be put in the recycle bins. All bottles, cans, etc. must be rinsed out. **BULK TRASH MAY ONLY BE PLACED NEAR THE DUMPSTER ON TUESDAY EVENINGS. YOU MUST CALL TUESDAY FOR PICK-UP ON WEDNESDAY.**
6. **Vehicles:** No unit owner shall store or leave boats, trailers, commercial vehicles, trucks, motorcycles, or recreational vehicles on the condominium property except during periods of approved construction. **Nor shall unregistered vehicles be parked on the property.**
7. **Parking:** The parking facilities shall be used in accordance with the regulations adopted by the Board of Directors. All vehicles shall be parked head in. Parking is not permitted on any of the roadways, landscaping, or grass areas of the property. No blocking of driveways or walkways is permitted. A Park Pointe issued parking decal is required on all vehicles. Temporary passes are available for visitors.

8. **Commercial Activity:** No commercial activity of any kind shall take place on the property. This includes, but not limited to, tag sales, yard sales, moving sales.
9. **Noise:** No person shall make or permit any disturbing noise in any building or permit anything to be done therein which will interfere with the rights, comfort, or conveniences of any other person. No person shall play upon or suffer to be played upon any musical instrument or permit to be operated a stereo, CD player, radio, or television between the hours of 12:00 midnight and 7:00 a.m. if same shall disturb or annoy other residents.
10. **Pets:** Each unit shall be permitted one (1) dog, the adult weight of which shall not exceed twenty-five (25) pounds, or one (1) cat to be kept indoors. Pets shall be leashed on the common property areas. Unit owners are required to immediately clean up waste from their pet on the common areas. **ONLY ONE PET PER UNIT.** Persons renting units less than six (6) months, as well as visitors and guests, shall not be permitted to have pets on the property.
11. **Guests:** In accordance with the Association policy to maintain the Community as an "Adult" Community, it shall be required that at least eighty (80%) of the units shall be occupied by one person over the age of fifty-five (55) years. Nothing herein shall be construed to prohibit the occasional use by a person under the age of eighteen (18) years, providing it is a temporary basis **not to exceed thirty (30)** days per calendar year.
12. **Facilities:** The facilities of the condominium are for the exclusive use of unit owners, their approved lessees and guests accompanied by a unit owner. Any damage to the buildings, recreational facilities or other common areas or equipment caused by any unit owner or guest shall be repaired at the expense of the unit owner. Unit owners who have large gatherings or parties shall instruct their guests to use the clubhouse parking lot areas. No person shall be permitted to use the recreational facilities of the Association, except in accordance with the rules and regulations established by the community Board of Directors. An application for private use of the facilities and the guidelines are available from the management company during normal business hours.
13. **Pool Use:** Use of the pool is for Unit Owners/Lessees and their guests. Rules for the pool are posted at the pool area. Including, but not limited to, special circumstances or emergency situations.
14. **Sunbathing and Lounging:** No sunbathing or lounging is permitted outside the front or rear of the buildings. The pool area provides lounge chairs for this purpose.
15. **Hurricane Preparedness:** Each Unit Owner who will be absent from their unit during hurricane season (June 1 through November 30) must prepare their unit prior to departure by:
 - a. Removing all furniture, plants, and other material from the terrace.
 - b. Designating a responsible firm or individual to care for the unit should the unit suffer hurricane damage. Providing the Condominium Board of Directors with the name of such firm or individuals. Such firm or individual shall contact the Condominium Board of Directors for clearance to install or remove shutters.
16. **Assessments:** All Association assessments shall be paid when due.

Acknowledgement of Rules and Regulations- Please initial: _____

Park Pointe Condominium Association, Inc.

c/o Triton Property Management
900 E. Indiantown Road, #210, Jupiter, FL 33477
561-250-6565

Pet Authorization Form

Park Pointe Condominium Association permits unit owners one (1) dog, of which the adult weight shall be twenty-five (25) pounds or less; OR one (1) cat. Other small pets and small birds shall also be permitted in individual units. Only one (1) pet per unit.

Pets shall be leashed on the common elements. Unit owners are responsible for picking up their pet's waste immediately. Pets are not to be curbed near the buildings, walkways, shrubbery, garden, or any other public space including, without limitation, the Clubhouse and all other recreational spaces.

Pets shall not be kept on balconies where they may create a nuisance to neighbors by barking or otherwise. Unit owners assume full responsibility for any damage to persons or property caused by their pet.

Persons renting units for less than six (6) months, as well as visitors and guests of owners, shall not be permitted to bring or have any pets on the property.

If you will be bringing a pet to Park Pointe now or at any time in the future, this form **MUST** be completed. **Additionally, a photograph of the pet for identification purposes, as well as Veterinary records indicating the weight of your pet must be submitted with this form.**

Type of Pet (check one):

Dog _____ Cat _____ Other _____

I (We) understand that if I (We) will be obtaining a pet in the future, this authorization must be completed and provided to Park Pointe Condominium # _____. I (We) certify that the information and photograph provided is a true and accurate representation of the pet I (We) will be bringing to Park Pointe.

Unit Owner Signature _____

Print Name _____

Date _____

Unit Owner Signature _____

Print Name _____

Date _____

Park Pointe Condominium Association, Inc.

c/o Triton Property Management
900 E. Indiantown Road, #210, Jupiter, FL 33477
561-250-6565

Receipt of Condominium Documents

Buyer _____

Seller _____

Condominium Unit _____ Building _____

On the date set forth below, the Buyer received from the Seller or Seller's representative or Seller's Agent/Representative, the following documents:

- 1. Current Declaration of Condominium establishing the unit.
- 2. Current Articles of Incorporation of the Association.
- 3. Current Bylaws of the Association.
- 4. Current Rules and Regulations (provided at interview)
- 5. Buyer's information packet (provided at interview)

Buyer(s) acknowledge that on the date set forth below, the Buyer has received the documents described above in accordance with Chapter 718 of the Florida Statutes and that all rights to review such documents and to void any contract executed by Buyer(s) for the purchase of the Unit run from the date set forth below. A photocopy of this Receipt for Condominium Documents and any signature hereon shall be considered for all purposes as an original.

Buyer Signature: _____

Print Name: _____

Buyer Signature: _____

Print Name: _____

Date: _____

Park Pointe Condominium Association, Inc.

c/o Triton Property Management
900 E. Indiantown Road, #200, Jupiter, FL 33477
561-250-6565

Certificate of Approval

This letter is to certify that Applicant(s) Name(s): _____

has/have been approved by Park Pointe Condominium # _____ as purchaser(s) of the following described property in Palm Beach County.

Unit No. _____ located at _____ of Park Pointe Condominium # _____, according to the plot there of, recorded in the official record Book No. _____ at Page No. _____ of the Public Records of Palm Beach County, Florida.

Such approval has been given pursuant to the provisions of Article 22 of the Declarations of Covenants and Restrictions of Park Pointe Condominium # _____.

Park Pointe Condominium # _____

Director Signature _____

State of Florida)
) SS:
County of Palm Beach)

Before me, an officer duly qualified to take acknowledgements personally appeared

A Director of the above-named Association, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same as such Director there unto duly authorized.

Witness my hand and official seal in the County and State aforesaid this _____ day of _____ 20_____.

Signature of Notary Public: _____

Print name of Notary Public: _____

My commission expires: _____

Seal here



PPCA Rules and Regulations



(Approved February 24, 2022)

GENERAL COMMUNITY AREA RULES

1. The use of the recreational facilities by others shall be at the risk of those involved and not, in any event, at the risk of the Association or its Management Agent, if any. The Clubhouse shall be for the exclusive use of Unit Owners, Renters, their immediate families, and their guests. This does not apply to social functions where there is a paid admission or special functions or existing recognized clubs.
2. Owners shall be held responsible for actions of their family members, lessees, invitees, and guests. Residents are responsible for advising guests of the proper observance of the Park Pointe rules. Any damage, other than normal wear and tear to the condominium property, recreational area, association areas or equipment of the Association caused by the owner, family member, guest, or invitee shall be repaired or replaced at the expense of such Owner.
3. No unit owner shall allow anything whatsoever to fall from the windows, balconies, or doors of the premises; nor shall he sweep or throw from the premises any dirt, or other substance into any of the corridors, or balconies, or elsewhere in the building or upon the grounds.
4. No garbage cans, supplies, or other articles shall be placed on the balconies, or on the staircase landings, nor shall any linens, clothes, clothing, curtains, rugs, mops or laundry of any kind or other articles, be shaken or hung from any of the windows, doors, or balconies, or exposed on any part of the common elements. Fire exits shall not be obstructed in any manner, and the common elements shall be kept free and clear of rubbish, debris and other materials. Flowerpots, plants, and bric-a-brac are not permitted on walks or landings.
5. No personal items can be placed outside an Owner's unit in any Condo Community Association or Master Association areas including hanging plants, benches, or any other objects in order to conform to insurance safety requirements. The only exceptions are a doormat which must be removed when there is a hurricane warning.
6. Food and beverages may not be prepared or consumed except in an Owner's unit or in such areas as may be designated by the Board.
7. No unit Owner or Resident shall direct, supervise, or in any manner attempt to assert any control over the employees of the Management Firm or the Association.
8. The personal property of all unit owners shall be stored within their condominium units.
9. Owners shall not make or permit any noises that will disturb or annoy the occupants of any dwelling units or permit anything to be done which will interfere with the rights, comfort, or convenience of other Owners.
10. No Owner shall use or permit to be brought into the dwelling unit or storage area any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene or other explosives or articles deemed extra hazardous to life, limb, or property, except such as are required for normal household use.

11. No solicitation for any purposes shall be allowed without the prior written consent of the Board, which may withhold consent provided the Board does not unreasonably restrict Owners' rights to peaceably assemble.
12. No person under 18 years of age shall be allowed to permanently reside in the community. Any person under the age of 18 may only reside on a temporary basis, for a period of time not to exceed 30 days per calendar year.
13. Swimming and or boating in any of the lakes is strictly prohibited.
14. Children under the age of 14 are permitted on the banks of the lakes only under close parental or guardians' supervision, because of the obvious danger of drowning. All other individuals who may have ambulatory difficulties are discouraged from walking along the banks of the lakes for safety reasons.
15. Fishing from the banks of the lakes by residents and guests is permitted; however, the fish must be thrown back in and never eaten. Net fishing is prohibited.
16. No sunbathing or lounging is permitted outside the front or rear of the buildings. The pool area provides lounge chairs for this purpose.
17. No unit owner or guest shall throw any rubbish or chemicals into the storm drain or lakes since the storm drains empty into our lakes and become our water source for irrigation.
18. No cooking or barbecuing shall be permitted on any porch, terrace, or balcony, nor on the condominium property, except in areas designated by the Board of Directors.
19. Pursuant to the Declaration - Section 11.01.17- No commercial activity of any kind shall take place on the property.
20. Pursuant to the Declaration Section 11.01.19- No person shall make or permit any disturbing noises in any building or permit anything to be done there in which will interfere with the rights, comfort, or conveniences of any other person. No person shall play upon or suffer to be played upon any musical instrument or permit to be operated a stereo, CD player, radio, or television between the hours of 12 o'clock midnight and 7:00 AM if the same shall disturb or annoy other residents.
21. In accordance with the Association policy to maintain the community as an Adult Community, it shall be required that at least 80% of the units shall be occupied by one person over the age of fifty-five (55) years. Nothing herein shall be construed to prohibit the occasional use by a person under the age of 18 years, providing it is a temporary basis not to exceed (30) days per calendar year.
22. Unit Owners who have large gatherings or parties shall instruct their guests to use the clubhouse parking lot areas. No person shall be permitted to use the recreational facilities of the Association, except in accordance with the Rules and Regulations established by the community Board of Directors. An application for private use of facilities and guidelines are available from the management company during normal business hours.
23. No unit owner may lease his apartment without first having complied with the specific portions of the Declaration of Condominium relating to Rentals. Screening Committee approval is also necessary.
24. All Association assessments shall be paid when due.
25. Traffic signs and posted speed limits must be strictly observed.
26. Smoking and Vaping are strictly prohibited in all recreational areas of the Community.
27. No climbing or hanging on the sculpture or fences and gates.
28. There should be no discharge of any firearm, hunting weapon, BB or pellet gun of any kind within the community property. The board can give exceptions to contractors as necessary. Use of slingshots is also prohibited within the community.

TRASH & RECYCLING

1. Trash pickup is Monday and Thursday. Recyclables and bulk items are picked up on Wednesday. When moving in, please flatten all boxes and packing paper and place inside the paper recycling (Yellow) bin or it will not be picked up.
2. Bulk items, including but not limited to furniture, mattresses and packing materials, should be disposed of by calling Waste Management on Tuesday to schedule a pickup for Wednesday at 561-471-6110. **Bulk trash may only be placed near the dumpster on Tuesday evenings.** In addition to calling Waste Management, also inform the management office at 561-969-7175 that you have requested a pickup.
3. All garbage for dumpsters must be placed in plastic bags and securely tied before depositing into the dumpster. Please do not use paper bags. Under no circumstances should trash be left on the ground around the dumpster.
4. Paint or other household hazardous waste must be disposed of at a Solid Waste Authority (SWA) site located at either 1810 Lantana (across from Costco); or 6161 N. Jog Rd. in West Palm; or 9743 Weisman Way in Royal Palm by Walmart.
5. All large product cartons that are not recyclable must be broken down flat and placed inside the trash dumpster.
6. Dumpster gates must be closed and latched before leaving the area.
7. All cardboard cartons must be broken down flat and placed inside the yellow recycle bin, unless they exceed 3 ft. X 3 ft. or if recycling bin is full. If full, flatten and place inside trash dumpster.
8. Any plastic item identified with a #1 through #7 in a triangle on the bottom of the container can be recycled. All other plastic is treated as trash and should be put in trash dumpsters.
9. **No plastic trash or shopping bags nor food bags belong in recycling bins!**
10. Recycled materials should be sorted according to the following:
 - **Yellow Bins**
 - Newspapers, magazines/catalogs
 - Unwanted mail, school/office papers, phone books
 - Paper bags
 - All Cardboard boxes
(Includes beverage cartons such as the boxes from beer and soda purchases, tissue boxes, dry food boxes, corrugated cardboard. Boxes must be flattened and cut to 3'X3' maximum)
 - Please place shredded paper in a brown paper bag, fold the top down to secure and place in the yellow bin.
 - No PLASTIC BAGS
 - **Blue Bins**
 - Plastic Containers #1-7
 - Steel Cans (rinsed out)
 - Aluminum cans, Foil, and pie plates
 - Drink boxes (rinsed out)
 - Milk and Juice Cartons (rinsed out)
 - Glass & Plastic Bottles (rinsed out)
11. Please be careful not to place the following in your recycling bins: PLASTIC BAGS, STYROFOAM, or FOOD WASTE.
12. **UNDER NO CIRCUMSTANCES SHOULD CONSTRUCTION DEBRIS BE PLACED IN THE DUMPSTERS.**

SIDEWALKS & COMMON ELEMENTS

The sidewalks, entrances, passages, stairways, and all of the common elements, must not be obstructed or encumbered or used for any purpose other than ingress and egress, to and from the premises; nor shall any carriages, velocipedes, bicycles, wagons, shopping carts, chairs, benches, tables, or any other objects of a similar type and nature be stored therein.

VEHICLES & PARKING

1. The Parking facilities shall be used in accordance with the Declaration and subsequent regulations adopted by the Board of Directors. Pursuant to the Declaration - Section 11.01.14- No trucks, motorcycles, commercial vehicles, campers, boats, boat trailers, or trailers of any other description, shall be parked or stored on the Community property except during periods of approved construction. Nor shall the aforementioned vehicles be permitted to be parked overnight, and all are subject to being towed away at the owner's expense. The prohibitions herein shall not apply to the temporary authorized parking of vehicles for pick-up, delivery, and other commercial services. No repair of motor vehicles shall be made in any of the roadways, driveways, or any place within the community, except for emergency repairs. All vehicles shall be parked head-in.
2. Any vehicle parked on the property between the hours of 12:00 AM and 8:00 AM must have a permanent Owner or Renter sticker or a Guest temporary paper pass. All parking permits, permanent or temporary, must be displayed in the rear passenger window, lower right-hand corner. Parking stickers and passes are available at the office during normal office hours. Healthcare aides or Residents with rental cars should contact the office for a temporary hanging placard.
3. Any vehicle without a parking permit or temporary guest pass or placard is subject to tagging of a tow warning, and subsequently subject to being towed after one warning is issued.
4. Any vehicle which cannot operate on its own power shall not be permitted to remain on the condominium premises for more than 24 hours.
5. No vehicle nor other possessions belonging to an owner, or to a member of the family or guests, tenants or employee of an owner, shall be positioned in such a manner as to impede or prevent ready access to another owner's parking space, driveway or walkway. The owners, their family members, employees, servants, agents, visitors, and lessee(s) will obey the Parking regulations posted in the private streets, parking areas, and driveways. The community speed limit is posted.
6. Parking on the roadways or grass areas is not permitted at any time; except Parking of vehicles in the roadway, near or next to the mailboxes is permitted only long enough for unit owners to pick up their mail.
7. All covered automobiles must display their Parking permit number on the cover where it would normally be shown on the car.
8. Handicap parking spaces are on a first come first served basis.
9. All Parking violations should be reported to the office. Please provide the location, building number, permit number, make, model, color, and license plate number of the vehicle. It is not necessary to identify yourself.
10. Due to limited parking within the community, unit owners and tenants will not be permitted to park more than 2 vehicles onsite; one in their assigned spot and one in a guest spot.
Special requests for temporary Parking at the clubhouse may be granted by the Board of Directors.

PETS

1. Pursuant to the Declaration - Section 11.01.08- Residents shall keep only those pets, birds or animals in their unit which do not violate regulations established by the Association. Small pets and small birds shall be permitted but only in the individual units or when pets are leashed. Pet owners shall be subject to the following:
2. Section 11.01.08.01- Pets shall be maintained leashed on the common elements.
3. Section 11.01.08.02- Each unit owner shall be permitted one dog, the adult weight of which shall be twenty-five (25) pounds or less, and/ or one (1) cat.
4. Section 11.01.08.03- Pet shall not be curbed near the buildings on walkways, shrubbery, garden or any other public space including without limitation, the Clubhouse and all other recreational spaces. Unit owners shall be responsible for ensuring that waste is immediately picked up with scoopers or other equipment means.
5. Section 11.01.08.04- Pets shall not be kept on balconies where they may annoy other residents by creating a nuisance by barking or otherwise.
6. Section 11.01.08.05- Each unit Owner shall assume full responsibility for any damage to persons or property caused by his pet.
7. Section 11.01.08.06- Pets shall be taken in and out of units on a leash or under Owner's arm.
8. Section 11.01.08.07- Persons renting units for less than six months, as well as visitors and guests of owners, shall not be permitted to bring or have any pets on the property.
9. Section 11.01.08.08- The right to maintain a pet subject to the conditions hereinabove set forth is in the nature of a conditional license and it is subject to revocation and termination at any time by the Board of Directors upon their sole determination that such pet is either vicious or is annoying other Owners or otherwise a nuisance, or upon failure of an Owner to comply with the Rules and Regulations of the Association pertaining to pets.
10. Section 11.01.08.09- The Association shall have the power to establish additional Rules and Regulations from time to time concerning the keeping and maintenance of pets, but if pets have been permitted prior to the change in regulations, such change shall not affect the rights of Unit Owners to keep such previously permitted pets.
11. No pets of any kind, except Service Dogs, are allowed in the Clubhouse and/or Pool area.
12. For Service Animals and Emotional Support Animals please refer to the Resolution adopted on February 24, 2022 for detailed information, including a required registration form of such animals.

ALTERATIONS & ACC

1. Pursuant to Section 11.01.15 of the Declaration, all Screen Doors must be uniform and approved by the Architectural Committee.
2. No awning, canopy, shutter, or other projection shall be attached to or placed upon the outside walls or doors or roof of the building without the written consent of the board of directors of the association or its architectural committee. Terraces or balconies may not be enclosed, nor may anything be affixed to walls within such terraces or balconies except with the prior written consent of the Association and said consent may be given as to certain units and not given to others. All terraces are screened; however, the type of screening and manner of installation shall not be changed by the unit Owners.

3. No person shall install or permit to be installed any window mounted or through the wall air conditioning unit or any paper, foil, or reflective window covering in any building unless approved.
4. No radio or television installation, or other wiring, shall be made on the outside of the building without consent of the ACC and Board of Directors.
5. Painting of the concrete walls on the patios must be kept the same color as the paint on the exterior of the building and in accordance with colors approved by the ACC.
6. Unit Owners may not perform or contract another person or company to perform any work, change, modification, improvement, remove or addition of any kind of common area without the express written permission of the Architectural Control Committee. This includes, but is not limited to, roadway and lawn modifications, building modifications, landscaping, tree removal, tree cutting or trimming, installation or modification of drainage systems of any kind or electrical lighting modifications.
7. Any unit Owner wishing to have routine maintenance work done in the common area must submit a work order to the office in the clubhouse. Please do not ask the management company employees to perform jobs. The management company employees have been instructed not to take direction from the unit Owners.
8. Pursuant to the Declaration -Section 11.01.16- Unit Owners shall not plant or have planted any shrubs, trees, or bushes in the community common areas or in Owner's limited access areas without prior approval of the ACC.

HURRICANE PREPAREDNESS

Each unit owner who will be absent from their unit during hurricane season (June 1st through November 30th) must prepare their unit prior to departure by:

- A. Removing all furniture, plants, and other material from the terrace.
- B. Designating a responsible firm or individual to care for the unit should the unit suffer hurricane damage and providing the Condominium Board of Directors with the name of such firm or individuals. Such firm or individual must contact the Condominium Board of Directors for clearance to install or remove shutters.

SIGNAGE

1. No resident shall post any advertisement or poster of any kind in any unit, building, vehicle or elsewhere on the property including, without limitation, "For Sale and/or Rent" signs.
2. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted, or affixed, in, or upon any of the condominium unit or condominium property, by any unit owner or occupant without written permission of the association.
3. "For Sale" or "Open House" Signs are not allowed to be placed on the outside of the buildings or in windows or on streets in the community. In addition, no balloons, flags, or directional arrows are allowed.

PRIORITY USE OF CLUBHOUSE

1. The following Rules and Regulations shall apply to all uses of the clubhouse including but not limited to Park Pointe Community Association meetings; meetings of Park Pointe Condo Associations; meetings of Park Pointe Presidents; meetings and affairs sponsored by bona fide Park Pointe Clubs; and private events:
2. The Master Board of Directors shall have the right to preempt any other use of the clubhouse for regular and special meetings of the Board.
3. Committees on the Board of Directors and any other activities organized by the Board of Directors shall have priority over Condo Association meetings, Park Pointe Groups, and private events. Events sponsored by unit Owners shall be scheduled subject to availability and on dates when there are no needs of the above groups scheduled. No Owner shall be permitted to schedule private events on a recurring basis for a number of dates periodically arranged.
4. Private events will be allowed if approved by the Board of Directors in advance and must be sponsored by a bona fide resident of Park Pointe who shall be the responsible party. Private events shall be allowed only if approved in writing, in advance, by the management agent. Whenever the clubhouse is in use for a private event, it is off limits to everyone unless they are an invited guest. Residents and their guests who wish to use the clubhouse exclusively, and not interfere with authorized club activities, will be charged a non-refundable charge of \$200 plus a \$100 refundable fee. A copy of their condo homeowner's insurance is also required. Non-Residents will be charged a non-refundable fee of \$500 plus a \$250 refundable security deposit. Chairs and tables must be returned to their original position and the clubhouse must be cleaned. The resident will be charged for any breakage. Once the clubhouse is inspected, the deposit will be refunded.
5. No event, that is or intends to be a vehicle for sales activity, fund raising, or gambling, will be allowed unless approved by the Board of Directors.
6. Residents using the clubhouse for non-private gatherings are also responsible for cleanup if community facilities (i.e. kitchen) are utilized.

CLUBHOUSE RULES

1. Hours are from 6:00AM to 12:00AM (midnight) daily. Warning: The Clubhouse has a security system. An alarm will sound, and the police will respond if any doors are open between 12:00 AM and 6:00 AM. Do not enter during that time as it will trigger the alarm.
2. Smoking and vaping are prohibited at all times in the clubhouse.
3. Doors must be closed, and locks engaged upon entering or exiting the clubhouse. Lights in all rooms must be turned off on exiting.
4. Anyone entering the clubhouse must be dressed in appropriate attire at all times, which includes footwear and bathing suit cover ups or shirts. Persons in wet bathing suits are only allowed in the restrooms. If possible, please try to dry off before entering the restrooms.
5. Furniture shall not be removed from the clubhouse area. Bridge tables and chairs may be moved and used within the clubhouse area; however, please return them to their proper places after use.
6. Damage, other than through normal wear and tear, to game equipment, furniture or property owned by the association, is the financial responsibility of person(s) causing the

damage. Unit Owners & Renters are responsible for damage caused by their children, grandchildren, guests, and lessees.

7. For all uses of the clubhouse, whether private or community sponsored, proper decorum shall prevail. Consideration shall be given to others. There shall be no use of the clubhouse during periods allotted to clubs and other scheduled events of 20 people or more. Common courtesy should always prevail.
8. Children under the age of 13 are not allowed in the clubhouse, with the exception of using the restroom, unless accompanied and supervised by an adult, parent, or guardian. No children under the age 13 shall be allowed to use the exercise room or pool tables or TV, or piano. Children above the age of 13 and below the age of 18 shall be allowed to use all the facilities when accompanied by the unit owner.
9. When the clubhouse is used for general games and cards, no money is to be exchanged. Chips or play money must be used.
10. Upon completion of using the sauna, please turn off all switches and lights.

USE OF CLUBHOUSE FOR CARD GAMES

1. All tables and chairs shall be returned to their proper places.
2. Television set shall be turned off when not in use.
3. Chips only shall be used, no money.
4. When leaving the clubhouse, the doors must be closed and secured.
5. No food or beverages are permitted in the card areas except water and plastic containers.
6. Lights should be turned off when not in use.

BILLIARD TABLE

1. No person under the age of 13 is allowed to use the billiard table.
2. Food and beverages are not permitted in the billiard area.
3. All equipment is to be returned to its proper location, and the billiard table should be brushed and covered upon completion of its use.
4. No items are to be placed upon the surface of the billiard table including the plywood top. There will be no sitting or climbing on the billiard table.
5. Play shall be limited to two games or a maximum of 60 minutes as a courtesy to others waiting to use the table.
6. Billiard use is prohibited during meetings, entertainment events, bridge nights and private events as posted in the clubhouse.

EXERCISE ROOM

1. Use of equipment is at your own risk. Proper attire must be worn at all times in the exercise room. This includes protective footwear, shorts or pants and tops.
2. As a safety requirement, individuals under sixteen (16) years of age are permitted to use the facilities or equipment in the exercise room **only if accompanied by a parent or adult guardian** and individuals under thirteen (13) years of age are prohibited from using the exercise equipment at all times.
3. Posted rules on safety and hazards must be strictly adhered to at all times.
4. Maximum time for the treadmill is 45 minutes if someone is waiting.

BULLETIN BOARDS

1. Clubhouse bulletin boards are for use by Park Pointe residents and organizations only. No commercial solicitations or advertisements will be posted.
2. Materials for the bulletin boards must be submitted to the office for approval. Materials will be dated when posted and will be removed after 60 days.
3. The unit Owners shall submit all items to be posted to the office. Acceptable size will be 3 by 5 inches for personal items, and 8 ½ by 11 inches for organizational items. Special occasion cards are acceptable.
4. Items not approved for display will be returned to the unit owner provided there is a name and address on the request.
5. After any posted event is over, items pertaining to them will be removed and discarded.
6. Posting rules do not apply to Community or Condominium meeting notices.
7. Items posted to the bulletin board contrary to these policies will be removed and discarded.

SWIMMING POOL & POOL DECK

1. The pool shall be open from Dawn to Dusk and smoking & vaping are strictly prohibited.
2. Use of the pool is for unit Owners & Lessees and their Guests. Rules for the pool are posted at the pool area.
3. Food or drink is permitted only on the deck and enclosed porch areas. No glassware of any kind is permitted in the pool or on the deck areas.
4. Entering the pool other than by the steps or ladders is prohibited. There is to be no diving or jumping into the pool. Running or horseplay is not permitted in any of the pool areas.
5. All persons using lotion or oil on any type must shower before entering the pool.
6. No flotation devices other than noodles and life vests are allowed in the pool. Absolutely prohibited are large floats, tubes, and scuba equipment. Flippers, snorkels, and protecting goggles may be used for lap swimming. Note: when a noodle starts to chip, please replace it because the particles get caught in the filter system causing major expense.
7. Courtesy should be extended to lap swimmers by the walkers. There is one lap lane available when the pool is crowded. This designated lane shall be located along the West edge of the pool away from the steps.
8. All children under the age of 16 must be under adult supervision in the pool.
9. Any child who is not toilet trained must wear Swimmies in the pool. Infants in diapers are not to be allowed in the pool.
10. Chairs and lounges must be covered with a large towel when in use by sunbathers and swimmers.
11. Gates must be closed and locked upon entering and exiting the pool area. The spring lock will automatically secure the gate.
12. Nothing is to be placed on the fence or railings surrounding the pool.
13. Tables are to be wiped clean after use, debris removed, and umbrellas closed prior to leaving the pool area. All pool furniture, if moved, must be lifted not dragged and returned to original locations.
14. Residents and guests entering the clubhouse from the pool area must be reasonably dry, wear shoes, shirts and cover ups.
15. Music is not permitted unless equipped with earphones for private listening. In the case of a poolside special event, prior authorization of the Board or Managing Agent is required.

16. No cut offs or jeans are allowed in the pool. Long hair should be tied up.
17. When exercise or aerobic classes are in session, swimmers must use the deep end of the pool. Please be courteous and try not to be loud.
18. As a courtesy to our residents and guests, poolside furniture may not be reserved.
19. **Please note there is a red phone on the wall inside the porch for emergencies dial 911 for help.**

USE OF BARBECUE GRILLS

1. Barbecue grills can be used until 9:00 PM.
2. In order to use the barbecue grill, please sign up in the clubhouse and specify time for use. Usage is first come first served on the sign-up list. The grills are gas. Do not use charcoal or wood.
3. Users are expected to thoroughly clean the grills and area after use. Grill brushes are stored underneath each grill.
4. All grill knobs should be turned to the OFF position when done.

TENNIS & PICKLEBALL COURTS

1. The courts are open from 7:00 AM to 9:00 PM. Proper attire consisting of tennis shoes, shorts, pants, socks, etc. is required at all times.
2. Children under the age of 13 must be supervised by a parent or adult guardian.
3. Residents have priority over guests for starting time on the courts. There is a one-hour time limit when all courts are occupied and people are waiting to play.
4. Bottled water is allowed in the fenced area. No food is allowed.
5. The courts are for the use and enjoyment of Park Pointe residents and their guests unless otherwise specified. Guests not residing with owners may use the courts only when their host or hostess is present during play.
6. Players shall observe court courtesy. There shall be no loud talk or profanity. Any guest should identify themselves if asked.
7. No animals are permitted in the tennis court areas.
8. Lights must be turned off after night use.
9. Use of the courts is strictly at your own risk.

SHUFFLEBOARD & BOCCE COURTS

1. Children under 13 years of age must be under supervision of a parent or adult guardian.
2. Shuffleboard Courts must be swept before playing and disks waxed before each game.
3. The Bocce Court must be raked before and after playing.
4. Do not walk on the courts. In addition, do not play on a wet court (This is a safety regulation.) Shoes or flip flops must be worn at all times.
5. Food and drink are not allowed on the shuffleboard or bocce courts.
6. After use, all equipment must be put away in the locker located outside.

ENFORCEMENT OF RULES & REGULATIONS

1. First offense (1st notice)

When the Master Board of Directors or its Managing Agent, if any, becomes aware of noncompliance of a rule or regulation by an Owner, Guest, or Tenant, they shall send a certified letter to the Owner advising said person of the rule which has been violated and warning that strict compliance with these Rules and Regulations will be required. Each day on which a violation persists shall be deemed a separate offense.

2. Second Offense (2nd Notice)

If a second report that a violation has been continued beyond the time specified with the first Notice, the Master Board, after verifying the violation, may authorize a second Notice by certified mail and inform the Owner that further violations may incur legal action under the provisions of article 12.10 of the Declaration.

3. Third Offense (3rd Notice)

If a 3rd report that a violation has been repeated or has continued beyond the time specified within the second Notice, the Owner will be informed that he will be subject to the legal remedies allowed by the Declaration, under section 12.10, and will be so informed by certified mail.