

APPLICATION FOR LEASE AT THE LEGENDS AT WESTON HILLS COUNTRY CLUB CONDOMINIUM ASSOCIATION, INC.

**C/O EXCLUSIVE PROPERTY MANAGEMENT
ATTENTION: INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED**

INSTRUCTIONS:

1. This application for occupancy and authorization forms must be completed in detail by each proposed tenant or occupant. (Please note there is a place for up to 2 applicants per packet, please make additional copies prior to completion)
2. The Association has **15** days to complete the review process from the date of receipt of the fully completed application, all fees and any supplemental information required. If a question is not answered completely or left blank, this application may be returned, not processed and not approved.
3. All applicants must make themselves available for a personal interview prior to final Board of Directors approval. (if it is required)
4. All maintenance fees and assessments must be up to date prior to submission of this application.
5. Please submit this application on one-sided, letter-sized paper. We do not accept electronic submissions of any application paperwork (for each applicant's protection) **please do not email**. Please submit a physical package for review to our office along with all additional documents for each applicant over 18 and all payments (under fees required below) for processing.

ADDITIONAL DOCUMENTS REQUIRED: (Please submit with your application):

1. A legible copy of the **executed lease contract**, signed by all parties.
2. A legible copy of valid and non-expired **Driver's License** (or state-issued ID) for all applicants, along with copies of **Vehicle Registrations** for any vehicles parked on the property.

FEES REQUIRED: **WE ONLY ACCEPT MONEY ORDERS FOR APPLICATION FEES**

1. **\$100.00** non-refundable application fee per each applicant over 18 or married couple for processing of records, made payable to **EXCLUSIVE PROPERTY MANAGEMENT**. **(Married couples with different last names must provide a copy of the marriage certificate)**
2. **\$1000.00** Common Area Security Damage Deposit from the current **"OWNER"**, (separate payment) must be attached to this application packet, made payable to **THE LEGENDS AT WESTON HILLS COUNTRY CLUB CONDOMINIUM ASSOCIATION, INC.** The deposit will be kept in a non-interest-bearing account. Requests for return of the security deposit must be made in writing, and the deposit will be returned within 30 days. No deposit will be returned until after lease expiration date.
(ACCEPTANCE OF THE PROCESSING FEE DOES NOT CONSTITUTE APPROVAL OF THIS TRANSACTION.)

OCCUPANCY RESTRICTIONS:

1. See attached Rules & Regulations

MUST PRINT OR TYPE ALL THE INFORMATION ON THIS FORM

(Answer all questions. If all questions are not answered the application will be rejected and new fees will be required to be resubmitted as mentioned above. Place an "N/A" in any areas where an answer is not applicable)

LEASE: From _____ To _____

Property Address: _____

Current Owner's Name: _____ Tele No. _____

Name of Realtor Handling Lease: _____ Tele No. _____

Realtor's E-MAIL: _____

NAME OF LESSEE [As Lease will appear]:

a. _____

b. _____

AGREEMENT:

1. I hereby agree for myself and on behalf of all persons who may use the unit which I seek to lease that I will abide by all of the restrictions contained in the By-Laws, Rules and Regulations, Association Documents and restrictions which are or may in the future be imposed by **THE LEGENDS AT WESTON HILLS COUNTRY CLUB CONDOMINIUM ASSOCIATION, INC.** I have received a copy of all Association Rules & Regulations.
2. I understand that the acceptance for lease of a unit at **THE LEGENDS AT WESTON HILLS COUNTRY CLUB CONDOMINIUM ASSOCIATION, INC.** is conditioned upon and accuracy of this application and upon the approval of the Board of Directors of not only the buyer(s), but also all Occupants. Any misrepresentation or falsification of any information on these forms will result in the automatic disqualification of your application. Occupancy prior to Board of Directors approval is prohibited.
3. In making the foregoing application I am aware that the decision of **THE LEGENDS AT WESTON HILLS COUNTRY CLUB CONDOMINIUM ASSOCIATION, INC.**, will be final and a determination 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.

If this application is incomplete or illegible, neither the Association nor the Management Company shall be liable for, or responsible for, any inaccurate, incomplete, or misleading information provided to the Association as a result of such omissions or illegibility. By signing below, the applicant certifies that all information provided in this application is true, complete, and accurate to the best of the applicant's knowledge and belief. The applicant further acknowledges and agrees that, in the event the application is denied or rejected for any reason, neither the Association, the Management Company, nor any of their agents, representatives, or affiliates shall be liable or responsible for such denial or rejection. In the event the applicant initiates any legal action or proceedings against the Association, the Management Company, or any related parties arising out of or relating to this application, the applicant agrees to be fully responsible for all attorneys' fees and costs fully incurred by such parties permitted by law.

I HEREBY CERTIFY THAT I HAVE RECEIVED AND READ THE RULES & REGULATIONS OF **THE LEGENDS AT WESTON HILLS COUNTRY CLUB CONDOMINIUM ASSOCIATION, INC.** AND I AGREE TO ABIDE BY THE RULES & REGULATIONS, THE DECLARATION AND THE BY-LAWS OF THE ASSOCIATION.

APPLICANT 1 SIGNATURE _____ DATE: _____

APPLICANT 2 SIGNATURE _____ DATE: _____

THE LEGENDS AT WESTON HILLS COUNTRY CLUB CONDOMINIUM
ASSOCIATION, INC.

Property Address: _____

Applicant 1: _____ Date of Birth: _____

Phone Number: _____ Email Address: _____

Applicant 2: _____ Date of Birth: _____

Phone Number: _____ Email Address: _____

List others who will reside in unit: Name: _____ DOB: _____ Relation: _____

Name: _____ DOB: _____ Relation: _____

Applicant 1:

Vehicle Make: _____ Model: _____ Year: _____ Plate: _____

Present Address: _____ City _____ State _____ Zip _____

Owner () Renter () How long? : _____ Landlord: _____ Phone #: _____

Previous Address: _____ City _____ State _____ Zip _____

Owner () Renter () How long? : _____ Landlord: _____ Phone #: _____

Applicant 2:

Vehicle Make: _____ Model: _____ Year: _____ Plate: _____

Present Address: _____ City _____ State _____ Zip _____

Owner () Renter () How long? : _____ Landlord: _____ Phone #: _____

Previous Address: _____ City _____ State _____ Zip _____

Owner () Renter () How long? : _____ Landlord: _____ Phone #: _____

THE LEGENDS AT WESTON HILLS COUNTRY CLUB CONDOMINIUM ASSOCIATION, INC.

C/O Exclusive Property Management

**2945 West Cypress Creek Road, Suite 201,
Fort Lauderdale, Florida 33309**

Tel: (954) 969-1330

Fax: (954) 969-7622

PET REGISTRATION FORM

☐ I/WE HEREBY CERTIFY THAT THERE WILL **NOT** BE ANY PETS RESIDING IN THIS PROPERTY

Signature: _____ Signature: _____

Applicant 1: _____ Applicant 2: _____

Property Address: _____

Phone No: _____ Email Address: _____

ATTACH PHOTO OF PET HERE

Return all completed form to:

**THE LEGENDS AT WESTON HILLS COUNTRY CLUB
CONDOMINIUM ASSOCIATION, INC.
C/O Exclusive Property Management**

2945 West Cypress Creek Road, Suite 201,

Fort Lauderdale, Florida 33309

Type of Pet: () Dog () Cat () Other

Name of Pet: _____ Breed or Mixture: _____ Gender: _____ Weight: _____

Color: _____ Age: _____

Veterinarian's Name: _____ Phone# _____

Certificate # (Required: Attached Copy): _____ Tag ID# _____

I hereby certify that the above information is true and correct. I understand that I am fully responsible for the actions of my pet and I acknowledge and agree to abide by any pet rules and ordinances as it relates to the control of my pet so as not to cause a nuisance and I agree to clean-up after my pet(s).

Date: _____ Applicant 1: _____

Date: _____ Applicant 2: _____

THE LEGENDS AT WESTON HILLS COUNTRY CLUB CONDOMINIUM
ASSOCIATION, INC.

MAILING ADDRESS UPDATE FOR LEASE

****TO BE COMPLETED BY THE UNIT OWNER/LANDLORD****

NAME OF OWNER(S): _____

ALTERNATE MAILING ADDRESS: _____

Phone Number: _____ Cell Phone Number: _____

E-mail address: _____

ALL MAIL WILL BE SENT TO THE ADDRESS INDICATED ON THIS FORM. IF YOUR MAILING ADDRESS CHANGES YOU MUST SEND WRITTEN REQUEST TO THE MANAGEMENT OFFICE.

OWNER SIGNATURE _____ DATE: _____

OWNER SIGNATURE _____ DATE: _____

**THE LEGENDS AT WESTON HILLS COUNTRY CLUB
CONDOMINIUM ASSOCIATION, INC.**

Rules and Regulations

1. **COOKING EQUIPMENT** - The following restrictions apply to all grills or other cooking equipment at The Legends. No gas, wood, or charcoal flame-producing cooking equipment may be used on the balcony of any second-story unit nor on the covered terrace of any first-story unit. No such cooking equipment may be used within 10 feet of any part of the building. LP gas cylinders, commonly used with portable gas grills, whether connected to a grill or not connected, may not be stored on the balcony, covered terrace or inside any unit including the garage.
2. **BALCONY AND TERRACE** - No articles other than patio-type furniture, and other usual and customary items shall be placed on the balconies or terraces.
3. **COMMERCIAL VEHICLES** - No commercial vehicles shall be permitted at any time on the common property unless specific services to a unit are being performed by the occupants of that vehicle. Commercial vehicles may be garaged within the individual owner's unit overnight. The Board of Directors' determination of what constitutes a commercial vehicle will be made per the Condominium Documents.
4. **EXTERIOR WALLS, DOORS, BALCONY, WINDOWS** - A Unit Owner or occupant shall not cause anything to be affixed or attached to, hung, displayed, or placed on the exterior walls, doors, balconies or windows of the building. Also, no Unit Owner shall make any addition, alteration, or improvement in or to the Common Elements including storm shutters, screens, or window tinting without consent of the Board of Directors.
5. **FLOORING** - The installation of hard flooring on all second-story units requires prior written approval from the Association. ½" cork insulation or equivalent is required under all hard floor treatments.
6. **HOLIDAY LIGHTS** - Holiday lights may be placed on the exterior of the building but may not be affixed to the stucco or roof. Holiday decorations and wreaths may be hung on the front door and must be affixed with a removal method. No decorations may be affixed with nails, hooks, or any other method that would cause penetrations or damage. All decorations must be located completely within the unit's terrace or balcony and may not be placed in any Common Area.

7. **HURRICANE PREPAREDNESS** - A Unit Owner or occupant who plans to be absent during the hurricane season must prepare his unit prior to his departure by designating a responsible firm or individual to care for his unit. Hurricane shutters can only be installed at the time of a Hurricane watch or warning. Hurricane shutters must be removed within seventy-two (72) hours of the passage of the storm per Weston city ordinance.
8. **HURRICANE SHUTTERS AND IMPACT WINDOWS** - The installation of hurricane shutters requires prior written approval from the Association. Hurricane shutter colors shall be Beige or Ivory for all windows with the exception of the front and side windows bounded by columns on the second story which are required to be Bronze. All patio shutters will be Bronze on both the first and second-story units.
9. **LEASING TERM** - Any lease of the owners' unit shall be for a minimum of six (6) months. All prospective tenants must be approved by the Association and a current copy of the lease must be on file with the management company prior to occupancy. A security deposit to insure against damage to the common areas must be paid prior to occupancy. Unit owners are responsible for ensuring tenants' knowledge of and compliance with the rules and regulations of the Association.
10. **LOOSE ITEMS AND SWEEPING** - No Unit Owner or occupant shall permit anything to fall from a window or door of the Condominium Property, nor sweep or throw any dirt or other substance onto any of the balconies or elsewhere upon the Condominium Property.
11. **NOISES** - Condominium Noise and other Nuisance issues: The Board of Directors has the sole authority to promulgate, adopt and amend these nuisance issues.
 - No unit owner or occupant shall make or permit common nuisances including but not limited to odors like cigarette smoke or garbage, visual issues such as clutter on a balcony or patio, too much lighting around the patio and of course noise. Disturbing noises by the owner or occupant, vendors, employees, agents, visitors, licensees, or pets shall not interfere with the rights, comforts or conveniences of other unit owners or occupants. This includes but is not limited to disturbing noises from loud conversations, yelling, musical instruments, home theatres, vehicles, blowers, horns, etc. If the noise from your neighbor is demonstrably a nuisance, the property manager and the board will act upon it. You have the absolute right to legally complain if the conduct of your neighbor is

impacting your use and enjoyment of your unit.

- Quiet hours are from 10:00 PM to 8:00 AM.

Procedures to address Noise issues

- Neighbors should first discuss the issue amongst themselves, find a solution they can both live with
- If it is not resolved, the owner or owners who are being affected by the noise must submit a written letter or email to the board asking for the problem to be remedied. This letter will state the issue or violation that occurred, the time and date of the incident and any additional information such as time stamped photos or videos. The Board will review these items on a regular basis.
- The property manager will send a reminder about noise guidelines.
- If the neighbor is uncooperative with steps 1 - 3, a warning letter will be sent. This letter will state the issue or violation that occurred, the time and date of the incident, the actions that must be taken to resolve the issue, and a due date to resolve the issue.
- If the warning letter is ignored and the behavior continues, the board will issue a fine of \$100.00 per offense up to \$1000.00
- The neighbor may call the police department in an effort to obtain a police report specifying that the resident is failing to comply with local noise ordinances.
- If you find yourself calling your local police department on a consistent basis, and if the excessive noise continues in violation of your local city ordinances, then you may wish to contact your local city building department to seek to obtain a city violation for such excessive noise.
- § 718.303(1)(e) of the Florida Condominium Act confers standing on you, as a unit owner, to bring legal action against a tenant leasing a unit or any other invitee occupying a unit

Weston Code of Ordinances provides:

§ 52.50 LOUD AND RAUCOUS NOISE; EXEMPTIONS.

- § 52.50(A) Violation. It shall be unlawful for any Person to willfully make, continue, or cause to be made or continued any Loud and Raucous Noise, which term shall mean any sound which, because of its volume level, duration, character, and time of day annoys, disturbs, injures, or endangers the comfort, health, peace, or safety of reasonable Persons of ordinary sensibilities within the limits of the City. The term includes the

kind of noises prohibited by the activities enumerated in § 52.52. The term also includes the kinds of noises generated by the activities enumerated in § 52.52. The term shall be limited to Loud and Raucous Noise heard upon the public and private Streets, upon other public lands or waters, in any public or private Park, in any school or public Building or upon the grounds thereof while in use, in any house of worship or hospital or upon the grounds thereof while in use, upon any parking lot open to members of the public as invitees or licensees, or heard in any occupied commercial or residential unit or upon the grounds thereof. The terms “loud or disturbing”, “annoyance or inconvenience,” “disturb the peace and quiet”, and other like terms referring to noise where used in other Sections of this subchapter shall be construed to mean “Loud and Raucous.” The terms “inhabitants” and “occupants” and other like terms where used in other sections of this subchapter shall be construed to mean reasonable Persons of ordinary sensibilities.

12. PARKING - The sidewalks and streets shall not be obstructed nor used for any purposes other than for ingress and egress.

PARKING GENERAL PROVISIONS

- The Board of Directors has the sole authority to promulgate, adopt and amend these parking rules.
- The parking rules shall be made without regard to the number of vehicles owned by, registered to, or in the possession of the occupants of a unit.
- In the event an Owner or Owner Permittee keeps a boat on a trailer, at least one (1) space in their respective garage shall be used for its parking with the garage door closed at all times except when in actual use and during reasonably limited periods when the garage is being cleaned or other activities are being conducted there from which reasonably require the doors to be left open.
- Guest parking spaces are reserved for the exclusive use of nonresident visitors. Areas designated for guest parking shall be used only for this purpose and neither owners nor occupants of units shall be permitted to use these areas.
- No parking spaces are assigned.
- All common area parking spaces located within the community shall be available on a first come, first serve basis, subject to the rules and regulations contained herein.
- All motor vehicles shall be parked wholly within the parking spaces marked on the common areas so as not to obstruct or reduce the adjacent spaces for other vehicles
- Parking spaces are designated only for the parking of approved motor

vehicles. No other items or articles of any kind may be stored in the common property parking spaces.

- No portion of the common areas may be used for parking purposes, except those portions specifically designed and intended, therefore. Vehicles may never be driven or placed on curbs, sidewalks, walkways, or grassy garden areas.
- No commercial vehicle may be parked in any common area guest parking space overnight. Any commercial vehicle owned by a resident must be kept wholly enclosed within their respective garage, with the garage door closed. The Board of Directors reserves the right to determine what constitutes a commercial vehicle.

PARKING RESTRICTIONS

- No motor vehicle shall be parked in violation of any posted sign. No more than one (1) vehicle shall be parked in any designated space, with the exception of two motorcycles in the same space.
- No motor vehicle shall be parked in any area designated for pedestrian use.
- No vehicle of any type shall be parked overnight on any portion of the Common area, including roadways and drive-outs, or any portion of a lot other than its driveway, garage or designated guest parking spaces.
- Only vehicles displaying a handicapped license or permit shall be permitted to park in a space reserved for
- Any vehicle parked in a fire lane is subject to immediate towing at the vehicle
- No motor vehicle shall be parked in such a manner or area that obstructs safe, free flow of vehicular traffic or obstructs the movement of other vehicles into and out of the common areas.
- Vehicles must have current tags and registration.
- Vehicles must be in working condition. No junk or derelict vehicles shall be parked on the Condominium Property at any time. Any motor vehicle, trailer that cannot be operated in its existing condition due to any reason shall be deemed to be a junk or derelict vehicle, regardless of the display of a valid state license/registration or inspection sticker and shall not remain on the association property for more than twenty-four (24) hours and no repair of such vehicles shall be made thereon. Guest parking spaces are not to be used to store non-operational vehicles.
- Any vehicle the owner of which cannot be identified and/or located shall be deemed an abandoned vehicle.
- Residents may request up to 14 days of extended guest parking each calendar year. The request for extended parking may be obtained through the Property Management company. Residents must show proof of

registration and a driver's license with an address other than The Legends at Weston Hills Country Club for their guests. If this privilege is abused, the Board of Directors reserves the right to refuse extended parking. Guests who are not in compliance with the extended visitor policy will have a warning placed on their vehicle. If the vehicle is not removed within 24 hours, the vehicle is subject to towing.

- No more than two motor vehicles may be parked in the driveway of second-floor units.
- No more than two motor vehicles may be parked in the driveway of first-floor units. Such vehicles must be parked in front of the garage door. No vehicles may be parked in the area between the two first-floor units other than directly in front of the garage door.

PARKING ENFORCEMENT

- Subject to applicable laws and ordinances, any vehicle parked in violation of these, or other restrictions contained herein or in the rules and regulations now or hereafter adopted may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor the failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes, and trailers. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

Scope of Enforcement

- Any vehicle that is parked in violation of these rules and regulations shall be deemed to be parked without permission of the Association and subject to enforcement as provided herein. Any vehicle parked on the common property is subject to towing and being stored at the owner's sole risk and expense.
- Residents shall be responsible for the conduct of their family members, guests, tenants, contractors, vendors, and visitors.

Enforcement Procedures

- The Broward Sheriff's Office may be called to ticket and/or tow a vehicle that is parked in a fire lane or blocking a fire hydrant. The Board of Directors reserves the right to tow from fire lanes via a

random patrol.

- The Board of Directors shall cause to be erected signs on the common property notifying residents that any vehicle illegally or improperly parked on the common areas may be towed without notice at the vehicle owner's sole risk and expense. Such signs shall comply with all state, county, and city requirements for towing vehicles off of private property.

PARKING ASSOCIATION NOT RESPONSIBLE

- Towing of the vehicle will be carried out by an independent contractor. Nothing in this Resolution shall be construed to hold the Association, its Board of Directors, Committees, Committee Members, or Agents responsible for damages to vehicles or loss of property from vehicles that are parked within The Legends at Weston Hills Country Club Condominium Association, Inc.'s property

13.PETS - Dogs and cats shall not be permitted outside of its owner's unit unless attended by an adult and on a leash not more than six (6) feet long. Unit Owners must also pick up all solid waste of their pets and dispose of such wastes appropriately. Broward County requires that all dogs and cats, four months or older, must be registered and wear a Rabies Tag. There is a \$300 fine for pets that are not vaccinated against rabies and a \$300 fine for pets that are not registered with the County.

14.PLANTING - An owner or occupant may not plant any type of flower, tree, vine or other plants in any Limited Common Element nor shall any unit owner cut, significantly alter or remove any tree without the prior written consent of the Board of Directors and the applicable City of Weston permits.

15.SATELLITE DISHES - The installation of satellite dishes requires prior written approval from the Association. Satellite dishes must be installed in the rear or side of the unit, must be mounted below the roofline, and may not be mounted on the fascia board. All wiring must be placed in a channel groove and must be painted to match the color of the walls and/or trim. At no time may a satellite dish be located on the front of the building.

16.SCREEN ENCLOSURES - Screen enclosures of the patio or balcony require prior written approval from the Association. Enclosures must be bronze framing with charcoal screen.

17.SECURITY CAMERAS & OUTSIDE LIGHTS - In accordance with Rule # 3 of our Rules and Regulations § 17.12 of our Declaration, the installation and

attachment of security cameras or lights to the exterior walls or other parts of the exterior of the buildings require prior written approval from the Association. Lights should not exceed 2000 lumens or intrude on the neighbor's property or interior rooms. Lights cannot be strung in, over, or above the terraces. Lights cannot be hung from the balcony railings. For motion-activated lights, sensitivity should be set to detect motion within the boundaries of the property, which include the balconies, terraces and driveways.

18.SIGNS AND ADVERTISEMENT - No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted, or affixed in, on or upon any part of the common property.

19.TRASH CONTAINERS - Trash containers must be concealed at all times. They may be placed outside after 6 p.m. the night before collection and must be secured by 9 p.m. the day of collection. All trash containers must be covered. Items not in containers are prohibited.

20.GARAGES & GARAGE DOORS - Garages may not be used as living space. In accordance with the City of Weston Code of Ordinances Section 95.01(A)(6), all garage doors shall be closed at all times when not being used for ingress/egress or cleaning.