

Palm Point Association, Inc.

c/o Unlimited Property Management
7665 NW 50th Street
Miami, Florida 33166
Tel. (305) 254-3888

SALE APPLICATION

Account No: 841-

1. This application for occupancy must be completed **in detail by each person** which will occupy the unit. Any person over the age of 18 years of age must complete a separate application and pay the screening fee.
2. **A copy of the Sale Contract must be submitted with this application.**
3. Please attach a **non-refundable** screening fee, **MONEY ORDER ONLY**, in the amount of **\$115.00**, made payable to: **Palm Point Association, Inc.**, for each applicant/occupant, over eighteen (18) years old. **Please allow twenty (20) business days prior to the date of closing.** (NO PERSONAL CHECKS OR CASH ACCEPTED).
4. Please attach a non-refundable Notary Fee, **MONEY ORDER ONLY**, in the amount of **\$15.00 (No Personal Checks)**, made payable to: **Unlimited Property Management**, must be submitted along with the application. **Please allow up to twenty (20) business days prior to the date of closing.**
5. The following documentation is to be submitted with the Application for occupancy, if not the application will be considered incomplete and not accepted:
 - ▶ **Authorization for File Disclosure Form for each person(s) over the age of 18 years;**
 - ▶ **A clear and legible copy of the Social Security and Driver's License for each person(s) which will be living in the unit;**
 - ▶ **A copy of the Vehicle(s) Registration Form fully completed, signed and with a copy of the vehicle(s) registration(s);**
 - ▶ **A Miami-Dade County Police Record is required;**

PLEASE BE ADVISED ACCEPTANCE OF THE APPLICATION AND/OR THE MONIES DOES NOT SIGNIFY APPROVAL OF THE APPLICATION.

For further rules and restrictions, please read the Rules & Regulations and the By-Laws of the Association before completing this application.

Present Owner's name: _____

Property Address: _____ Zip Code: _____

Home Tel.: (_____) _____ Work Phone: (_____) _____

Cellular: (_____) _____ Email: _____

Realtor's Name and Company Name: _____

Cellular: (_____) _____ E-Mail _____

PALM POINT ASSOCIATION, INC.

APPLICATION FOR OCCUPANCY

Name: _____ DOB: ____/____/____

Last Name

First Name

Driver's License: _____ SS #: _____

Cell Phone #: _____ E-Mail: _____

Number of Children that will be leaving in the unit: _____ Age(s) _____

RESIDENTIAL HISTORY

Present Address: _____

Street

City

State

Zip Code

Name of Apt/Condo: _____

Present Landlord/ _____ Phone #: _____

EMPLOYMENT HISTORY

Present Employer: _____

Address: _____ Cell Phone #: _____

Position: _____ Dates Employed: _____ to _____

Previous Employer: _____

Address: _____ Phone #: _____

Position: _____ Dates Employed: _____ to _____

SPOUSE INFORMATION

Spouse: _____ DOB: ____/____/____

Last Name:

First Name:

Driver's License: _____ SS #: _____

E-Mail: _____ Cellular #: _____

EMPLOYMENT HISTORY

Present Employer: _____

Address: _____ Phone #: _____

Position: _____ Dates Employed: _____ to _____

Previous Employer: _____

Address: _____ Phone #: _____

Position: _____ Dates Employed: _____ to _____

Have you ever left owing money to an owner/landlord or been filed for eviction? Applicant:

Yes _____ No _____

Spouse: ____ Yes ____ No ____

Have you ever been arrested for or convicted of a felony? Applicant: Yes ____ No ____ Spouse: Yes

____ No ____

If you have answered yes to any of the above questions, please explain the circumstances regarding the situation on the back of this sheet. AUTHORIZATION OF RELEASE OF INFORMATION Applicant(s) represents that all the above information and statements on the application for rental are true and complete and hereby authorizes an investigative consumer report including, but not limited to, residential history, (rental or mortgage), employment history, criminal history records, court records, and credit records. This application must be signed before it can be processed by management. Applicants acknowledge that false or omitted information herein may constitute grounds for rejection of this application, termination of right to occupancy, and/or forfeiture of fees or deposits and may constitute a criminal offense under the laws of this State. **NON-REFUNDABLE APPLICATION FEE - Applicant(s) agree to pay \$115.00**

Applicant's Signature

Date

Spouse's Signature

Date



AUTHORIZATION FOR FILE DISCLOSURE

PLEASE ATTACH DRIVER'S LICENSE OR PHOTO ID TO THIS FORM

APPLICANT/TENANT CONSENT

I hereby consent to allow Verify Screening Solutions, Inc., through its designated agent/employee, to obtain and verify my consumer reports, including but not limited to, my credit report, criminal information, and eviction information for the purpose of determining my eligibility to lease/purchase an apartment. I further understand if I lease/purchase an apartment, I consent to allow Verify Screening Solution, Inc. and its designated agent/employee, for the duration of my lease, to review the following list of information to assess risk, for analytics, for process improvement, and other uses: my consumer reports, including but not limited to my credit report, criminal information, eviction information, my rental payment history, and occupancy history, and other information. The facts set forth in my application for residency are true and complete. False, fraudulent or misleading information on an application may be grounds for denial of residency or subsequent eviction. Results will be provided to

X

Signature

Date

Full Name - First, Middle, and Last Name (Please Print)

Home Address (Unit # if applicable)

APPLICANTS CONTACT #(REQUIRED)

CITY

STATE

ZIP

Social Security Number

Date of Birth

Driver's License Number and State Issued

Unlimited Property Management
7665 NW 50th Street
Miami, FL 33166



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Signature

Date

Full Name - First, Middle, and Last Name (Please Print)

Home Address (Unit # if applicable)

APPLICANTS CONTACT #(REQUIRED)

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VEHICLE(S) REGISTRATION FORM

I, _____ am in the process of purchasing and/or
Print Name

leasing unit _____ at Palm
Point Association, Inc. I own the following vehicle(s) which will be parked at the above-
mentioned community:

Please list all vehicles and provide a copy of the registration.

Year: _____ Make: _____ Model: _____ Tag No. _____ Color: _____

Year: _____ Make: _____ Model: _____ Tag No. _____ Color: _____

Year: _____ Make: _____ Model: _____ Tag No. _____ Color: _____

Date

Signature

Print Name

**PLEASE BE ADVISED NO COMMERCIAL VEHICLES
WILL BE ALLOWED TO PARK WITHIN THE COMMUNITY.**

PALM POINT ASSOCIATION, INC

Pet Registration Form

Owner Name:	Property Address:
Mailing Address:	Unit Number:
Cell Phone: ()	Cell Phone ()
E-Mail:	E=mail:

PET REGISTRATION # 1

Pedigree:	Age:	Tag #:
Color:	Weight:	
Please make sure to attach a copy of the current registration, license and tag for your pet.		

PET REGISTRATION # 2

Pedigree:	Age:	Tag #:
Color:	Weight:	
Please make sure to attach a copy of the current registration, license and tag for your pet.		

All pets must be registered with the Association. Failure to comply can result in fines and/or legal action. Existing dogs exceeding 35 pounds which are not registered prior to the deadline will not be allowed to remain in the community. Thank you in advance for your anticipated cooperation.

Please return this form fully completed to:

PALM POINT ASSOCIATION, INC
c/o Unlimited Property Management
7665 NW 50th Street
Miami, FL 33166

Palm Point Association, Inc

Date: _____

Palm Point Association, Inc - Property address:

Last name: _____ First Name _____

MOVING IN OR OUT

- **Moving in or out may only occur between the hours of 9:00 a.m. to 7:00 p.m. Monday through Friday.**
- **I have read the statement above and I am aware that I must move in or out of the community between the hours of 9:00 a.m. to 7:00 p.m. Monday through Friday.**
- **I have received a copy of the rules and regulations, and I am aware that I am responsible to read, and abide by the rules and regulations set forth in this document as long as I am a resident and or owner of Palm Point Homeowners Associations.**

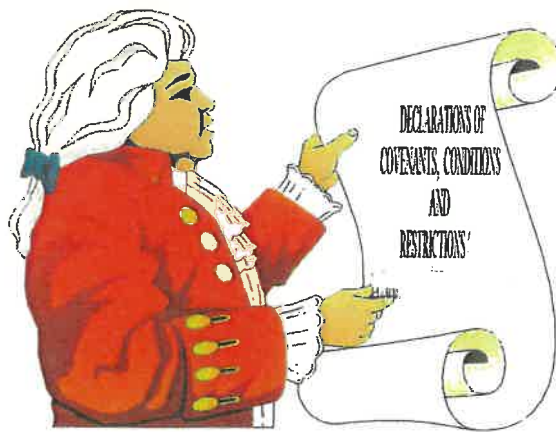
Signature of Applicant

Date

Print Name Applicant

Date

Palm Point HOA



Rules & Regulations Manual

PALM POINT HOMEOWNERS ASSOCIATION, INC. RULES AND REGULATIONS

Applicability.
all of The Properties.

The provisions of this Article VII shall be applicable to

Land Use and Building Type. No Lot shall be used except for residential purposes. No building constructed on a Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than a Townhome. No changes may be made in buildings erected by the Developer or its affiliates without the consent of the Architectural Control Board as provided herein.

Opening Blank Walls, Removing Fences. No Owner shall make or permit any opening to be made in any blank wall (except as such opening is installed by Developer) or masonry wall or fence without the consent of the Architectural Control Board.

Easements. Easements for installation and maintenance of utilities are reserved as shown on the recorded plats covering The Properties and as provided herein. Within these easements, no structure, planting or other material may be placed or permitted to remain that will interfere with or prevent the maintenance of utilities. The areas of each Lot covered by an easement and all improvements in the areas shall be maintained continuously by the Association, except as provided herein to the contrary and except for installations by the Association, except as provided herein to the contrary and except for installations for which a public authority or utility company is responsible. The appropriate water and sewer authority, electric utility company, telephone company and the Association shall have a perpetual easement for the installation and maintenance, all underground, of water lines, sanitary sewers, storm drains, and electric, telephone and security lines, cables and conduits, under and through the utility easements as shown on the plats. Developer and its affiliates, and its and their designees, successors and assigns, shall have a perpetual easement for the installation and maintenance of cable and community antennae, radio, television and security lines within platted utility easement areas. All utilities and lines within the subdivision, whether in street rights-of-way or utility easements, shall be installed and maintained underground.

Nuisances. No noxious, offensive or unlawful activity shall be carried

upon The Properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other Owners.

Temporary Structures. No structure of a temporary character, or trailer, tent, mobile home or recreational vehicle, shall be permitted on the Properties at any time or used at any time as a residence, either temporarily or permanently. No gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any Unit or on or about any ancillary building.

Signs. No sign of any kind shall be displayed to the public view on The Properties, except only one sign of not more than one (1) square foot used to indicate the name of the resident or one sign of not more than five (5) square feet advertising the property for sale or for rent (in locations and in accordance with design standards approved by the Architectural Control Board), or any sign used by a builder to advertise the company during the construction. No sign of any kind shall be permitted to be placed inside a home or on the outside walls of the home or on any fences on The Properties, nor on the Common Areas, nor on dedicated areas, if any, nor on entryways or any vehicles within The Properties.

Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in The Properties, nor on dedicated areas, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in The Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions.

Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except no more than two (2) household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any neighbor. No dogs or other pets shall be permitted to have excretions on any Common Areas, except areas designated by the Association, and Owners shall be responsible to clean-up any such improper excretions. For purposes hereof, "household pets" shall mean dogs, cats domestic birds and fish. Pets shall also be subject to applicable rules and regulations.

Visibility at Intersections. No obstruction to visibility at street intersections or common Area intersections shall be permitted.

Exterior Appearances and Landscaping. The paint, coating stain and other exterior finishing colors on all residential buildings may be maintained as that originally installed, without prior approval of the Architectural Control board, but prior

approval by the Architectural control board shall be necessary before any such exterior finishing color is changed. The Lot landscaping (except for that portion to be maintained by the Association, if any), including, without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained by the Owner or by the Association, as provided elsewhere herein, as originally installed by Developer, unless the prior approval for any change, deletion or addition is obtained from the Architectural Control Board.

Commercial Trucks, Trailers, Campers and Boats. No trucks or commercial vehicles, or campers mobile homes, motorhomes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers, horse trailers or van, shall be permitted to be parked or to be stored at any place on The Properties, no in dedicated areas, unless the Developer designates specifically certain spaces for some or all of the above. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up and delivery and other commercial services, nor to vans for personal use which are in acceptable condition in the sole opinion of the Board (which favorable opinion may be changed at any time). No one-street parking shall be permitted. 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 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; and an affidavit of the person posting such notice stating that it was properly posted shall be conclusive evidence of proper posting.

Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the applicable governmental authority for disposal or collection of waste shall be complied with. All equipment for the storage or disposal or collection of waste shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Containers must be rigid plastic, no less than 20 gallons or more than 32 gallons in capacity, and well sealed. Such containers may not be placed out for collection sooner than 24 hours prior to scheduled collection and must be removed within 12 hours of collection. In the event that governmental disposal or collection of waste is not provided to individual Units or Lots, garbage, refuse trash or rubbish shall be deposited by each Owner in a dumpster designated by the Association and shall be collected by a private entity hired by the Association.

Fences. No fence, wall or other structure shall be erected in the front yard backyard, or side yard setback areas, except as originally installed by

Developer or its affiliates, and except any approved by the Architectural Control board as above provided.

No Drying. To the extent lawful, no clothing, laundry or wash shall be aired or dried on any portion of The Properties.

Unit Air Conditioners and Reflective Materials. No air conditioning units may be mounted through windows or walls. No building shall have any aluminum foil placed in any window or glass door or any reflective substance or other materials (except standard window treatments) placed on any glass, except such as may be approved by the Architectural Control board for energy conservation purposes.

Exterior Antennas and Dishes. Except as provided in Article IV, Section 7 herein, no exterior antennas shall be permitted on any Lot or improvement thereon, except that Developer and its affiliates shall have the right to install and maintain community antennas, master antennas, microwave antennas, dishes, satellite antenna and radio, television and security lines.

Chain Link Fences. No chain link fences shall be permitted on any Lot or portion thereof, unless installed by Developer or its affiliates during construction periods.

Leases. No portion of a Lot and Unit (other than an entire Lot and Unit) may be rented. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease in the name of and as agent for the lessor upon default by tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations, the Hammocks Covenants or other applicable provisions of any agreement, document or instrument governing the Association. Leasing of Lots and Units shall also be subject to the prior written approval of the Association, which approval shall not be unreasonably withheld. No lease shall be approved for a term less than one (1) year. Owners wishing to lease their Lots and Units shall be required to place in escrow with the Association the sum of one month's rental income which may be used by the association to repair any damage to the Common Areas or other portions of the Development resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effects such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. Any balance remaining in the escrow account, less an administrative charge not to exceed \$50.00, shall be returned to the Owner within ninety (90) days after the tenant and all subsequent tenants permanently move out. The foregoing shall not apply to leases made by the

**AMENDED SCHEDULE "A" TO THE
AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
PALM POINT**

1. The Common Areas and facilities shall not be obstructed nor used for any purpose other than the purposes intended therefore. No carts, bicycles, carriages, chairs, tables or any other similar objects shall be stored therein.
2. The personal property of Owners must be stored in their respective units or in outside storage areas (if any are provided by Developer).
3. No garbage cans, supplies, milk bottles or other articles shall be placed on the exterior portions of any Unit or Lot and no linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from or on the Unit, the Lot, or any of the windows, doors, fences, balconies, patios or other portions of the Unit of Lot, except as provided in the Declaration with respect to refuse containers.
4. No Owner shall permit anything to fall, nor sweep or throw, from the Unit any dirt or other substance onto the Lot or Common Areas.
5. Employees of the Association are not to be sent out by Owners for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.
6. PARKING
 - (a) A vehicle may only be parked in a duly assigned parking space or in a guest space.
 - (b) There shall not be any parking on the grass, sidewalks, roadways or any other location other than those referred to above. No portion of the Common Areas may be used for parking purposes, except those portions specifically designed and intended therefore.
 - (c) No motor vehicle which cannot operate on its own power shall remain on The Properties for more than twenty-four (24) hours, and no repair of such vehicles shall be made thereon. All vehicles require current license plates.
 - (d) All vehicles must have a duly provided PALM POINT sticker permanently attached to the inside, lower left corner (drivers side) of the windshield.

- (e) No boats, trailer, large trucks or commercial vehicles are permitted.
 - (f) assigned spaces for the exclusive use of those Unit Owners who are assigned that space.
 - (g) Areas designated for guest parking shall be used by guests, owners and occupants of Units upon a first come basis.
 - (h) Vehicles which are in violation of these rules and regulations shall be subject to being towed by the Association as provided in the Declaration.
7. No owner shall make or permit any disturbing noises in the Unit or on the Lot by the Owner or his/her family, servants, employees, agents, visitors or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other Owners. No Owner shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier or any other sound equipment in his Unit or on his Lot in such a manner as to disturb or annoy other residents. No Owner shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.
 8. No electronic equipment may be permitted in or on any Unit or Lot which interferes with the television or radio reception of another Unit.
 9. No awning, canopy, shutter, enclosure or other projection shall be attached to or placed upon the outside walls or roof of the Unit or on the Lot, except as approved by the Architectural Control Board.
 10. No Owner may alter in anyway any portion of the Common Areas, including, but not limited to, landscaping, without obtaining the prior written consent of the Architectural Control Board.
 11. No commercial use shall be permitted in the Development even if such use would be permitted under applicable zoning ordinances.
 12. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit, on a Lot or on the Common Areas.
 13. An Owner who plans to be absent during the hurricane season must prepare his Unit and Lot prior to his departure by designating a responsible firm or individual to care for his Unit and Lot should the Unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the

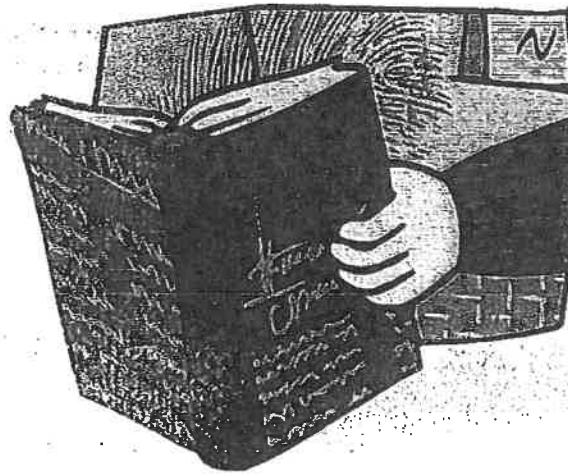
Association.

14. An Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of his Unit.
15. All persons using any pool on the Common Areas (if any) shall do so at their own risk. All children under sixteen (16) years of age must be accompanied by a responsible adult at all times. Bathers are required to wear footwear and cover over their bathing suits in any enclosed recreation facilities (if any). Bathers with shoulder-length hair must wear bathing caps while in the pool, and glasses and other breakable objects may not be utilized in the pool or on the pool deck, if any. Pets are not permitted in the pool or pool area (if any) under any circumstances. No openly displayed alcoholic drinks, or any food is allowed upon the deck or within the pool. No loud noise including that from any electrical equipment shall be permitted. No bicycles, skateboards, etc., shall be allowed in the pool areas. A float for a single person is permitted. No bicycles, skateboards, etc., shall be allowed in the pool areas. A float for a single person is permitted in the pool but multi-person floats are prohibited. All individuals using the pool must shower prior to their entry. Guests using the pool or the pool area must always be accompanied by an adult Unit Owner. Pool hours are from 8:00 A.M. until 10:00 P.M. Keys are required to enter the pool area. Residents may not make a duplicate copy of the key. Lost keys may be replaced for a cost of fifty (\$50.00). Only one key is permitted per family. Any resident who permits non resident to use their key shall be fined \$100.00. Violators of this rule will be asked to leave the pool area and may be subject to a fine.
16. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within The Properties and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. Loud noises will not be tolerated. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing recreation facilities (if any).
17. Pets and other animals shall neither be kept nor maintained in or about The Properties except in accordance with the Declaration and with the following:
 - (a) Under no circumstances shall more than two (2) household pets be permitted for each Lot. No pet shall be permitted outside of its Owner's Unit unless attended by an adult and on a leash of reasonable length. Said pets shall only be walked or taken upon those portions of the Common Areas designated by the Association from time to time for such purposes. In no event shall said pets ever

be allowed to be walked or taken on or about any recreational facilities (if any) contained within the Common Areas.

- (b) Any pet deemed to be objectionable by the Board of Directors for any reason shall be removed promptly by the Owner on fifteen (15) days notice.
- 18. Unit Owners shall be directly responsible for any actions or occurrences associated with an invitee, guest, renter, or any other person who is upon The Property by the request or permission of the Unit Owner. Unit Owners may be fined as a result of such actions or occurrences.
 - 19. Garbage shall be collected on every Tuesday and Friday morning. All garbage must be placed in a plastic or metal container with a lid covering the container. No other container or bag shall be permitted. Building and Unit numbers must be placed in a conspicuous location on the lid and side of the container.
 - 20. Every Owner and occupant shall comply with these rules and regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend voting rights and use of recreation facilities, if any, in the event of failure to so comply. In addition all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his tenants, family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or By-Laws, as provided in the Declaration.
 - 21. These rules and regulations shall not apply to the Developer, nor its affiliates, agents, or employees and contractors (except in such contractors' capacity as Owners), nor to institutional first mortgagees, nor property while owned by either the Developer or its affiliates or such mortgagees. All of these rules and regulations shall apply, however, to all other Owners and occupants even if not specifically so stated in portions hereof. The board of Directors shall be permitted (but not required) to grant relief to one or more Owners from specific rules and regulations upon written request therefore and good cause shown in the sole opinion of the Board.

PALM POINT HOMEOWNERS ASSOCIATION



Attention All Unit Owners:

As per the governing documents of Palm Point Homeowners Association, Page 20, Article VIII, Section 20. Leases. All homeowners wishing to lease their units are required to pay a security deposit of \$1,000.00. There is also an application that must be submitted by anyone that wishes to rent a property and they may be asked to attend an interview. The Board of Directors review and approve all applications.

Thank You.

Management and the Board of Directors

Section 20. Leases. No portion of a Lot and Unit (other than an entire Lot and Unit) may be rented. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease in the name of and as agent for the lessor upon default by tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations, the Hammocks covenants or other applicable provisions of any agreement, document or instrument governing The Properties or administered by the Association or the Hammocks Association. Leasing of Lots and Units shall also be subject to the prior written approval of the Association, which approval shall not be unreasonably withheld. No lease shall be approved for a term less than one (1) year. Owners wishing to lease their Lots and Units shall be required to place in escrow with the Association the sum of \$1,000.00 which may be used by the Association to repair any damage to the Common Areas or other portions of the Development resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. Any balance remaining in the escrow account, less and administrative charge not to exceed \$50.00, shall be returned to the Owner within ninety (90) days after the tenant and all subsequent tenants permanently move out. The foregoing shall not apply to leases made by the Developer or its affiliates.