DELVISTA B SALE/LEASE APPLICATION

Enclosed are the package forms required for occupancy approval, the application must be completed before submitting to Delvista office. IF APPLICATION IS INCOMPLETE, THE APPLICATION WILL BE AUTOMATICALLY REJECTED.

Attached:

- ❖ Sale/ Lease Application
- ❖ Pet Registration.
- ❖ Lease Addendums.
- ❖ Delvista Rules and regulations. HOA Rules and regulations.
- ❖ Acknowledgement form of rules and regulation.
- ❖ Authorization to release information form.

Please Provide:

- ☐ Proof of Income. (Pay stab, Tax return, W2)
- ☐ Mortgage approval or if paid in cash, proof of fund.
- ☐ Sale Contract /Lease contract of minimum 2 years lease.
- ☐ Copy of photo ID (DL, Passport)
- ☐ Pet photo (if registered)

Please initial each page in the application, and write N/A (not applicable) where needed.

Payments:

Please attach a non-refundable cashier check for application fee in the amount of $100 per applicant.
"Move in" deposit (refundable if no damage to common area) check for $500.00 Payable to:
Delvista B Townhomes

Notes:

A minimum of 3 weeks to process application.

Rush fee to process application in 1 week an additional $250 cashier check to Delvista B Townhomes.

For more information contact: Delvista Management Office at: 305-454-4609

RESIDENTIAL APPLICATION

INSTRUCTIONS:

1. **If applicants are not legally married, an application on each person must be completed.**
2. **Print legibly or type all information. Account and telephone numbers and complete addresses are required.**
3. **If any question is not answered or left blank, this application may be returned, not processed and not approved.**
4. **Missing information will cause delays in processing your application.**
5. **Only the applicants are authorized to sign all forms.**

APPLICATION FOR OCCUPANCY / APPROVAL

Unit Address_____

Purchase ☐ or Lease ☐ (If lease for how long) _____ Desired date of occupancy _____/_____/____

PART 1 - APPLICANTS

Name _____ Date of birth___/___/____ Social Security No _____

Email _____Phone _____ Work Phone _____

Spouse _____ Date of birth___/___/____ Social Security No _____

Email _____Phone _____ Work Phone _____

( ) Single ( ) Married ( ) Widow(er) ( ) Separate ( ) Divorced Maiden Name_____

Number of persons who will occupy: Adults (over age 18) ____Children (over age 18) ____ Children (under age 18) ____

Names and ages of children who will occupy:

Name: _____ Age

Name _____ Age

Name _____ Age

Name _____ Age

In case of emergency, notify:

Name	Address	Relationship	Phone
Name	Address	Relationship	Phone

PART 2 – RESIDENCE HISTORY

Current Address: _____

Street Address, City, State & Zip

Landlord/Mortgage Co.: _____ Tel: _____ Dates of residency _____

Landlord/Mortgage Address: _____

Street Address, City, State & Zip

Mo. Rent/Pmt.: _____ Reason for leaving: _____

Are you currently a homeowner? Yes ☐ No ☐

Previous Address: _____

Street Address, City, State & Zip

Landlord/Mortgage Co.: _____ Tel: _____ Dates of residency _____

Landlord/Mortgage Address: _____

Street Address, City, State & Zip

Mo. Rent/Pmt.: _____ Reason for leaving: _____

PART 3 – EMPLOYMENT

A. If Retired: Monthly Income _____ (or) Annual Income _____

B. Employed By (Business Name)_____ Phone: _____ position _____

Business Address: _____

Street Address, City, State & Zip

Years at this work _____ Monthly income _____

Previous employment (Business Name)_____ Phone: _____ position _____

Business Address: _____

Street Address, City, State & Zip

Years at this work _____ Monthly income _____

B Self - Employed - (When Applicant is self - employed):

Business Name _____ Type of Business _____

Business Address: _____Phone _____

Street Address, City, State & Zip

Name of Business Accountant _____ Address of Business Accountant _____

Name of Business Attorney _____Address of Business Attorney _____

C. Spouse's Employment:
Employed By (Business Name)_____ Phone: _____ position _____

Business Address: _____
Street Address, City, State & Zip

Years at this work _____ Monthly income _____

Previous employment (Business Name)_____ Phone: _____ position _____

Business Address: _____
Street Address, City, State & Zip

Years at this work _____ Monthly income _____

PART 4 – REFERENCES

1. Name _____ Phone_____

   Address: _____
   Street Address, City, State & Zip

2. Name _____ Phone_____

   Address: _____
   Street Address, City, State & Zip

3. Name _____ Phone_____

   Address: _____
   Street Address, City, State & Zip

PART 5 – VEHICLES

Applicant's Driver's License. No._____ State _____

Spouse's Driver's License. No._____ State _____
*Please attach picture of the Driver License.

Cars:
Make _____ Model_____ Year_____ Color_____ Plate Number_____ State___

Make _____ Model_____ Year_____ Color_____ Plate Number_____ State___

Make _____ Model_____ Year_____ Color_____ Plate Number_____ State___

PART 6 – PETS

Type _____ Breed_____ Color _____ Weight _____
*Please attach picture of the pet

PART 7 – EMAIL

I hereby authorize Delvista Homeowners Association (HOA) to use my email address, as described below, for association-related communications. I understand that my authorization will remain in effect until my consent to receive notice by electronic transmission is revoked. I further understand that my consent to receive notice by electronic transmission can be revoked by me at any time by notifying HOA directly or the HOA's current property management company. I agree to promptly notify the Association of any changes in my email address, so as to have a current email address on file with the Association.

(PRINT CLEARLY) Email Address to be used for HOA communications:

Email 1 _____

Email 2 _____

Signature: _____ Date: _____

PART 8 – SIGNATURE

If this application is NOT legible or is not completely and accurately filled out, by the landlord / owner and their agent ,Delvista Associations, will not be liable or responsible for any inaccurate information in the investigation and related report (to the landlord / owner) caused by such omissions or illegibility.

By signing, the applicant recognizes that the Association (Delvista Associations) or their agent may investigate the information supplied by the applicant and a full disclosure of pertinent facts may be made to the landlord /owner. The investigation may be made of the applicant's character, general reputation, personal characteristics, financial solvency, credit standing, police arrest record and mode of living as applicable.

Signature: _____ Signature: _____

Applicant *Co Applicant/Spouse*

Date: _____ Date: _____

Delvista
DELVISTA TOWNHOUSES ASSOCIATIONS

PET REGISTRATION FORM

Owner: _____ Unit #: _____

Address: _____

Phone #: _____

Type of Pet: _____ Breed of Pet: _____

Approx. weight (full grown): _____

Color: _____ Pet's Name: _____

County Tag ID: _____

Veterinarian's Name: _____

PLEASE SUBMIT A PICTURE OF YOUR PET ALONG WITH YOUR PET REGISTRATION FORM.

I am fully responsible for the actions of my pet and understand the Documents and "Rules and Regulations" regarding the control of my pet.

Owner/Tenant: _____ Signature: _____

Approved by: _____Date: _____

Title: _____

DELVISTA B CONDIMINIUM ASSOCIATION, INC ADDENDUM TO LEASE 1

THIS ADDENDUM made this _____ day of 201 __ , is attached to and forms an integral part of the lease to which it is attached, dated for a term commencing and expiring (hereinafter referred to as the "Lease') by and between _____ (hereinafter referred to as "Owner" or "Lessor") and (hereinafter referred to as "Lessee') for Unit # of Condominium (the "Condominium") located _____ (hereinafter referred to as the "Unit"). In the event this Addendum conflicts with, varies or modifies the terms and provisions of said Lease, then in such event the terms and provisions of this Addendum shall control and govern the rights and obligations of the parties.

WITNESSETH: WHEREAS, Lessor is the Owner of the Unit and wishes to lease said Unit to Lessee; and WHEREAS. Condominium Association, Inc. (the "Association") the Association's Declaration of Condominium (the "Declaration"), has the right to approve leases of units within the Condominium and in connection therewith the Association is requiring that this Addendum to Lease form be executed by Lessor and Lessee.

NOW. THEREFORE. in consideration of the terms set forth herein and other good and Valuable consideration. The receipt and adequacy, of which the parties hereby acknowledge, The parties agree as follows:

1) The foregoing recitals are true and correct and are incorporated herein by this reference.

2) All capitalized terms set forth in this Addendum shall have the meaning as set forth in the Declaration unless the context otherwise provides.

3) Lessee shall abide by and comply with the provisions of the Association's Declaration, ByLaws, Articles of Incorporation, Rules and Regulations, and shall comply with all laws, ordinances, regulations and administrative rules applicable to the Unit including, but not limited to Chapter 718, Florida Statutes, {the "Condominium Act"). By executing this Addendum, the Lessee acknowledges receipt of the Governing Documents from the Lessor and acknowledges review of same.the Governing Documents from the Lessor and acknowledges review of same.

4. In the event Lessor is delinquent in the payment of any regular maintenance assessments or special assessments due to the Association, the rent for the Unit shall be applied by the Lessee to payment of any delinquent assessment or installment thereof due to the Association before payment of the balance, if any, of such rent to the Lessor. If any such assessments and installments are not paid within ten (10) calendar days after the due date, the Association shall notify the Lessor of such delinquency by certified and regular mail to the last address furnished to the Association by Lessor and shall notify Lessee of same by regular mail to the Unit address. Upon receipt of such notice, Lessee shall immediately pay to the Association the amount of such delinquent assessment, including late fees, interest, collection costs and attorney's fees (if any), and shall deduct such sums paid to the Association from the next rental payment. Notwithstanding the foregoing, in the event the sums owing to the Association exceed the Lessee's rental payment, Lessee shall not be obligated to pay any sums in excess of such rental payment to the Association.

If any excess sums are due to the Association, the Lessee is authorized to continue to deduct such sums from each rental payment until such sums have been paid in full. Any such deductions by the Lessee shall not constitute a default by Lessee of Lessee's obligations under the Lease.

5. in the event the Lessee fails to pay delinquent assessments and costs and fees incidental thereto, the Lessee shall be deemed in defaut under the Lease and subject to eviction proceedings as described in paragraph 6 of this Addendum, in addition to all other remedies the Association may have. The collection of rental payments from the Lessee shall not be deemed an election of remedies, and the Association may still proceed to collect delinquent assessments in Accordance with the Governing Documents and the Condominium Act, including but not limited to the filing of a claim of lien, foreclosure, and personal money actions.

6. Lessee agrees to abide by this Addendum, the Governing Documents and all applicable laws, ordinances and regulations. If Lessee fails to comply with this Addendum, the Governing Documents or any applicable laws, ordinances and regulations, Lessor shall promptly commence action to evict Lessee. If Lessor fails to promptly commence action to evict Lessee, Lessor hereby authorizes the Association as the Lessor's agent and attorney in fact, to commence eviction proceedings. In the event the Association files an action for eviction, the Lessor and Lessee shall be jointly and severally liable for all attorney's fees and costs. including appellate proceedings. Nothing contained herein shall be deemed to obligate the Association to commence eviction proceedings or to preclude the Association from pursuing any other available legal remedies.

7. Prior to occupancy of the Unit. Lessee shall be required to place in escrow with the Association a security deposit equivalent to the sum of one (1) month's rent which may be used by the Association to repair any damages to the Common Elements or Association property resulting from any acts or omissions of the Lessee (as determined in the sole discretion of the Board of Directors). The Lessor shall be jointly and severally liable with the Lessee to the Association for any amount in excess of such sum which may be required by the Association to effect such repairs. Such security deposit shall be administered in accordance with Part II of Chapter 83. Florida Statutes. Lessee shall not be entitled to interest on the security deposit.

8. Lessee shall not be entitled to occupy the Unit prior to receipt of written approval from the Board of Directors as specified in Section of Article of the Declaration. In the event the Lessee should occupy the Unit prior to receipt of Written approval. Lessee's application to lease the Unit shall be deemed automatically withdrawn.

9. The Unit shall be possessed, occupied and utilized solely for the purpose of a private single family residential dwelling and for no other purpose. Lessee warrants and represents that the only occupants of the Unit will be the following individuals: _____ _____ _____

10. The Association and/or its authorized agent(s) shall have the irrevocable right to have access to the Unit as may be necessary for inspection, maintenance repair or replacement of any Common Elements accessible there from, or for making emergency repairs necessary to prevent damages to the Common Elements or other units.

11. The Lessor shall be responsible to provide Lessee with all keys, key fobs, proximity readers and etc., as required for Lessor to have complete and full access to the Unit and Common Elements otherwise provided to the Lessor. Lessee shall have full and exclusive use of Lessor's parking space or garage. Lessee will comply with all access control requirements.

12. The Lessee shall not assign the Lease, nor sublet or permit the Unit or any part thereof to be used by others without the prior written approval of the Association.

13. The Lessee agrees not to keep anything in the Unit which will increase the insurance rates of the Association or interfere with the rights of other residents of the Association by creating unreasonable noises or otherwise; nor shall Lessee commit or permit any nuisance, immoral or illegal act in the Unit, or on the Common Elements, or the Limited Common Elements.

14. There shall be no extensions or renewals of the Lease without the prior written approval of the Association.

15. Lessee and Lessor specifically acknowledge that as of the expiration date of the term of the Lease, unless the appropriate approval has been obtained for an extension or renewal of the Lease, the Lessee shall have no access or use rights in the Association's property, including, but not limited to, all Common Elements and amenities except as an invited guest. In connection with the termination of the Lessee's use rights as specified above, Lessee and Lessor specifically acknowledge that the Association shall have the authority to deactivate *andl* or terminate all entry devices and/or other means for the Lessee to access the Condominium and / or the Unit as of the expiration date ofthe term of the Lease.

16. When used herein, the singular shall include the plural, the plural the singular and the use of any gender shall

include all genders as appropriate.

17. The partial or complete invalidity of anyone or more provisions of this Addendum, or any other instrument required to be executed by Lessee in connection with the leasing of the Unit, shall not be affected thereby, and each and every term and provision otherwise valid shall remain valid and be enforced to the fullest extent permitted. The failure of any party hereto to insist, in anyone or more instances, upon the performance of any of the terms, covenants or conditions of this Addendum, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such terms, covenants, conditions or rights as respects further performance.

18. Nothing contained in the Lease, this Addendum, or the Governing Documents shall in any manner: (Q be deemed to make the Association a party to the Lease or this Addendum (except to the extent that the Association is an intended third party beneficiary of any of the covenants contained in the above referenced documents which are for the benefit and protection of the Association and are necessary to enable the Association to enforce its rights hereunder; (ii) create any obligation or liability on the part of the Association to the Lessor or Lessee (including, without limitation, any obligation as a landlord under applicable law) or any liability based on the Association's approval of the Lessee pursuant to the declaration, such approval being solely for the benefit of the Association), or (iii) create any rights or privileges of the Lessee under the Lease, this Addendum, or the Governing Documents as to the Association.

The option to extend the lease must be approved thirty (30) days in advance by the board of directors. the approval must be given in writing. if not the option and the lease shall be null and void.

In the event Lessor (owner) is delinquent in the payment of any monthly assessment due to the Association, and if such delinquency continues for a period in excess of ten (10) days, Lessee, upon receiving written notice of such delinquency from the Association or Association Management shall pay the full amount of such delinquency as set forth in said notice to the Association or Management Company for the benefit of the Association. Lessee shall, upon notice from the Association, deduct from the rental payment due lesser the amount paid to cure the delinquency. It is understood and agreed that Lessee shall continue to pay the monthly maintenance payment to the Association or Management Company until such time as a Lessee is notified in writing by the Association or Management Company that Lessor's delinquency and default has been cured.

The Lessor and the Lessee specifically acknowledges and agrees that the Association is hereby empowered to act as agent for the Lessor, with full power and authority to take such action as may be required to compel compliance of the Association, its supportive Exhibits, the Florida Condominium Act. and the Rules and Regulations of the Association. The approval of the proposed Lease Agreement by the Association is expressly conditioned upon the observance of the provisions contained in this addendum; any breach of the terms hereof shall give the Association the authority to take immediate steps to terminate the Lease Agreement. The Lessor acknowledges that he remains responsible for the acts of the Lessee and Lessee's family and guests. Lessor agrees that he remains responsible for any costs incurred by the Association, including attorney's fees and costs, pre-litigation, and/or violations of the Association's documents.

I (We) have been informed of the current Rules and Regulations and I (We) agree to be bound by the terms thereof, as a condition for the approval of this application.

I (We) hereby make application for occupancy of the described condominium unit and we give permission and understand that the information given may be verified. For this purpose a **$150.00** non-refundable application fee has been enclosed with this application, and **$500** refundable check (if no damage to common area) We also will submit a check as **a damage deposit equal to one (1) months rent** on common areas to be deposited to Delvista B Association.

I (We) further certify that the information submitted with this application is true and correct.

_____	_____
Print Name (Owner)	Signature (Owner)
_____	_____
Print Name (Tenant)	Signature (Tenant)
_____	_____
Print Name (Tenant)	Signature (Tenant)

_____
Date

DELVISTA A CONDOMINIUM ASSOCIATION INC.

TO: All Unit owners
From: Board of Directors
December. 23, 2003

The enclosed Amendment to the Declaration of Condominium of Delvista B has been approved by your Board of Directors and filed with the office of public records of Miami-Dade County.
This amendment pertains to the occupancy, use restrictions, and leasing of units in Delvista A.
This will take effect immediately.
Please carefully read the attached amendment and file it with your other important association documents.

Please be advised that the rules and regulations of Delvista B prohibit, TRUCKS, COMMERCIAL VEHICLES, MOTORCYCLES, MOPEDS, RV'S, CAPERS, MOTOR HOMES and BOATS, from being parked on association property

Effectively immediately this rule will be strictly enforced and any such vehicle in violation belonging o owners, tenants, or guests will be towed at owner's expense

Please be advised that at a Board of Directors meeting held November 12 1997, a motion was passed for all existing screen doors and exterior door/window coverings to be removed at the owner's expense upon the sale of a unit.

This must be done within ten (10) days from the date of closing or the Association will remove the screen door and/or exterior door/window covering and bill the charges back to the unit.

Also, please be advised that no screen doors/decorative bars/security bars, etc. may be placed on the unit at any time.

Please sign below:

_____

Prospective Buyer/Lessor:

_____

Unit#: _____

Authorized Committee

Member:_____ Date:_____

SCHEDULE A

TO BY-LAWS

RULES AND REGULATIONS FOR DELVISTA "B" CONDOMINIUM

1) The sidewalks, entrances, passages. and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property; nor shall any carts. bicycles, carnages, chairs, tables or any other similar objects be stored therein.
2) The personal property of Unit Owners must be stored in their respective Units.
3) No garbage cans, supplies, milk bottles Of other articles shall be placed on the balconies, landings or upon the Common Elements, but must be stored in areas designated by the Association. No linens, cloths. clothing, curtains, rugs, mops, or laundry of any kind. or other articles, shall be shaken or hung from any of the windows, doors, fences, balconies, terraces or other portions of the Condominium Property.
4) No Unit Owner shall permit anything to fall from a window or door of the Condominium Property, nor sweep or throw from the Condominium Property any dirt or other substance to any of the terraces or elsewhere In the Building or upon the Common Elements.
5) All refuse must be deposited with all other refuse in areas designated for such purpose by the Board of Directors of the Association
6) Parking areas ere solely for non-commercial vehicles with a current passenger vehicle registration.
7) Employees of the Association arc not to be sent out by Unit Owners for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.
8) No vehicle which cannot operate on its own power shall remain on the Condominium Property for more than twenty-four (24) hours, and no repair of vehicles shall be made on the Condominium Property.
9) No unit Owner shall make permit any disturbing noises in the building by himself' or his family, servants, employees, agents, visitor or licenses, nor permit any conduct by such person that will interfere with the rights, comforts or conveniences of other unit Owners, Not Unit 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 in his unit in such a manner as 10 disturb or annoy other residents. No unit Owner shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.
10) No radio or television installation may be permitted in any Unit which interferes with the television or radio reception of another Unit.
11) No Sign. advertisement, notice or other lettering shall be exhibited, displayed. inscribed, painted or affixed in. on or upon any part of the Condominium Property. expect signs used or approved by the Developer. Additionally, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the Building or on the Common Elements.
12) The association may retain a pass-key to all Units. No Unit Owner shall alter any lock. not install a new lock, without the prior written consent of the Board of Directors. Where such consent is given, the Unit Owner shall provide the Association with an additional key.
13) No barbecuing shall be permitted except 1ll designated areas.
14) No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Elements, except for use in barbecuing.
15) A Unit Owner 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 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
16) No food or beverages may be consumed outside of a Unit, except on designed areas.
17) A Unit Owner shall not cause anything to be affixed or attached to, hung. displayed or placed on the exterior walls, doors, terraces or windows of the Building. Curtains and drapes (or linings thereof) which face the exterior windows or glass doors of Units shall be subject to disapproval by the Board, in which case they shall be removed and replaced with acceptable items.
18) No structure of a temporary character, not trailer, tent, mobile home or recreational vehicle, shall be permitted on the Condominium Property at any time or used on the Condominium Property at any time as a residence either temporarily or permanently. No gas lank, gas container of gas cylinder shall be permitted, except small containers for use in gas barbecues.

19) No oil drilling, oil development operations. oil refining, quarrying or mining operations of any kind shall be permitted on, upon or in the Condominium Property, nor shall oil wells, tanks. tunnels, mineral excavations or shafts be permitted upon or in the Condominium Properly. No derrick or other structure designed for use on boring [or oil, natural gas or minerals shall be erected, maintained or permitted upon any portion of the condominium Property.
20) No trucks or commercial vehicles. campers, mobile homes, molar homes, house trailers, or trailers of every other description. recreational vehicles, boats or boat trailer, vans, mopeds, motorcycles, bicycles (except in Units or in bike racks on recreational facilities) shall be permitted to be parked or 10 be stored at any place on the Condominium Property, except, as to Vans. those approved by the Board for specified periods for time. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pickup, delivery and other temporary commercial services, nor to any of the Developer's vehicles,
21) The requirements from time to lime of Dade County for disposal or collection by the County Waste Division shall be compiled with. Ali equipment for the storage or disposal of such material shall be: kept in a clean and sanitary condition,
22) No air-conditioning units may be installed by Unit Owners. No Unit shall have any aluminum foil placed in any window or glass door or any reflective substance place on any glass.
23) No exterior antennae shall be permitted on the Condominium Property or Improvements thereon provided that Developer shall have the right to Install and maintain community antennae and radio and television lines and other temporary communication systems.
24) No chain link fence shall be permitted on the Condominium Property or any portion thereof, except during construction by Developer
25) All persons using the pool shall do so at their own risk. All Children under fifteen (15) years of age must be accompanied by a responsible adult. Bathers are required to wear footwear and cover over their bathing suits in the Building. 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. Pets are not permitted in the pool or pool area under any circumstances.
26) Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them of these Rules and Regulation and all other rules and regulations of the Association. Playing shall not be permitted in any of the lobbies, hallways, stairways, elevators and lobby area. and loud noises will not be tolerated. All hildren under fifteen (15) years of age must be accompanied by a responsible adult when entering and/or utilizing the recreation areas or facilities.
27) Every Owner' and occupant shall comply with these rules and regulations set forth herein, any and all rules and regulations which from time to lime 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 in the event of failure to so comply. In addition to all other remedies, in the sole discretion of the Board of Directors and the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation herein Of in the Declaration, or Articles of Incorporation Of By-tows, provided the following procedures arc adhered to:

    (a) Notice: The Association shall notify the Owner of occupant of the infraction or infractions. Included in the notice shall he a date and time of the next Board of Directors meeting at which time the Owner or occupant shall present reasons why penalties should not be imposed. At such meeting, the Owner or occupant shall be entitled to be represented by counsel (at his expense) and cross-examine and present witnesses and other testimony or evidence.

    (b) Hearing; The non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. Formal rules of evidence shall not apply. A written decision of the Board of Directors shall be submitted to the Owner or occupant by no later than twenty-one (21) days after the Board of Directors' meeting

    (c) Penalties: The Board of Directors may impose special Assessments against the applicable Unit as follow:

        (1)first non compliance or violation: A fine not in excess of One Hundred Dollars ($100).

        (2) Second non compliance or violation: A fine not in excess of Five Hundred Dollars ($500)

        (3) third and subsequent non compliance or violation or violations which are of continuing nature: a fine not in excess of One Thousand Dollars($,1000)

    (d) Payment Penalties: Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the penalties,

(e) collection of fines: Fines shall be treated as an Assessment subject to the provisions for the collection of assessments as set forth in the Declaration and By-Laws.
(f) Application of penalties; All monies received from fines shall be allocated by the board of directors.
(g) Non exclusive Remedy; These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may Otherwise be entitled to recover by law from such Owner.

28) these rules and regulations shall not apply to the developer, nor its agents (If employees and contractors, or to Institutional First Mortgagees, not to the Units owned by either the Developer 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 no required) to grant relief to one or more Unit Owners from specific rules and regulations upon written request therefore and good cause shown in the sole opinion of the Board.

then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Units Owners, including Owners who will not continue after the taking, in proportion to the applicable percentage shares of such Owners as they exist prior to the adjustments to such shares effected pursuant hereto by reason of the taking.

16.6 Taking of Common Elements. Awards for the taking of Common Elements shall be used to render the remaining portion of the Common Elements useable in the manner approved by the Board of Directors of the Association; provided, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustments to these shares effected pursuant hereto by reason of the taking. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit.

16.7 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are effected by the taking shall be evidenced by an Amendment to this Declaration of Condominium that is only required to be approved by, and executed upon the direction of, a majority of all Directors of the Association.

17. Occupancy and Use Restrictions. In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

17.1 Occupancy. Each Residential Unit shall be used as a residence only, except as otherwise herein expressly provided. A Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, and such persons' families and guests: (i) the individual Unit Owner, (ii) an officer, director, stockholder or employee of such corporation, (iii) a partner or employee of such partnership, (iv) the fiduciary or beneficiary of such fiduciary, or (v) permitted occupants under an approved lease or sublease of the Unit (as described below), as the case may be. Occupants

of an approved leased or subleased Unit must be the following persons, and such persons' families and guests: (i) an individual lessee or sublessee, (ii) an officer, director, stockholder or employee of a corporate lessee or sublessee, (iii) a partner or employee of a partnership lessee or sublessee, or (iv) a fiduciary or beneficiary of a fiduciary lessee or sublessee. Under no circumstances may more than one family reside in a Unit at one time. "Families" or words of similar import used herein shall be deemed to include spouses, parents, parents-in-law, brothers, sisters, children and grandchildren. In no event shall occupancy (except for temporary occupancy by visiting guests) of a Unit exceed 4 persons in one-bedroom Units, 6 persons in two-bedroom (including conv.) Units, and 8 persons in three-bedroom (including conv.) Units. The Board of Directors shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above. The provisions of this section 17.1 shall not be applicable to Units used by the Developer for model apartments, sales offices or management services.

17.2 Pets. Except for small domestic birds or fish, no Unit Owner may maintain any pet in his Unit or on the Common Elements.

17.3 Children. No child under 12 years of age may reside in the Condominium, but he or she may visit with a Unit Owner for reasonable periods of time during each calendar year.

17.4 Alterations. Without limiting the generality of Section 9.1 hereof, no Unit Owner shall cause or allow improvements or changes to any Unit, Limited Common Elements appurtenant thereto or Common Elements, including, but not limited to, painting or other decorating of any nature, installing any electrical wiring, television antenna, machinery or air-conditioning units or in any manner changing the appearance of any portion of the Building, without obtaining the prior written consent of the Association (in the manner specified in section 9.1 hereof).

17.5 Use of Common Elements. The Common Elements shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.

17.6 Nuisances. No nuisances (as defined by the Association) shall be allowed on the Condominium Property, nor shall any use or practice be allowed which is a source of annoyance to residents or occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property by its residents or occupants.

17.7 No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid

laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth.

17.8 Leases of Units. No portion of a Unit (other than an entire 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 upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations, or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by the Association. Leasing of Units shall also be subject to the prior written approval of the Association and the Association may reject the leasing of any Unit on any grounds the Association elects. No lease shall be approved for a term less than three (3) months. Unit Owners wishing to lease their Units shall be required to place in escrow with the Association a reasonable sum to be determined by the Board of Directors which may be used by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The Unit 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 an administrative charge not to exceed $50.00, shall be returned to the Unit Owner within ninety (90) days after the tenant and all successor tenants permanently move out. All leases shall also comply with and be subject to the provisions of section 18 hereof.

17.9 Exterior Improvements; Landscaping. Without limiting the generality of sections 9.1 or 17.3 hereof, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, porches or windows of the Building (including, but not limited to, awnings, signs, storm shutters, screens, furniture, fixtures and equipment), nor to plant or grow any type of shrubbery, flower, tree, vine, grass or other plant life outside his Unit, without the prior written consent of the Association.

17.10 Garages. Garages may be used only for the parking of automobiles, boats or trailers, or for storage purposes, and no other use shall be permitted.

17.11 Fences. No fences may be erected or maintained on any portion of the Condominium Property.

17.12 Effect on Developer; Association. The restriction and limitations set forth in this section 17 shall not apply to the Developer or to Units owned by the Developer or to the construction loan mortgagee, or any affiliate thereof, together with their respective successors, assignees and designees, or to Units owned thereby in the event that any of the same succeeds to the interest of the Developer hereunder. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this section 17 for good cause shown.

18. Selling, Leasing and Mortgaging of Units. No Unit Owner other than the Developer may sell or lease his Unit except by complying with the following provisions:

18.1 Right of First Refusal. Any Unit Owner who receives a bona fide offer to purchase or lease his Unit (such offer to purchase or lease a Unit, as the case may be, is called an "Outside Offer," the party making any such Outside Offer is called an "Outside Offeror," and the Unit Owner to whom the Outside Offer is made is called an "Offeree Unit Owner"), which he intends to accept shall give notice by registered mail to the Board of Directors of the receipt of such Outside Offer. Said notice shall also state the name and address of the Outside Offeror, the terms of the proposed transaction and such other information as the Board of Directors may reasonably require. The giving of such notice to the Board of Directors shall constitute an offer by such Unit Owner to sell his Unit or to lease his Unit to the Association or its designee upon the same terms and conditions as contained in such Outside Offer and shall also constitute a warranty and representation by the Unit Owner who has received such Outside Offer to the Association that such Unit Owner believes the Outside Offer to be bona fide in all respects. The Offeree Unit Owner shall submit in writing such further information with respect thereto as the Board of Directors may reasonably request. Not later than twenty (20) days after receipt of such notice, together with such further information as may have been requested, the Association or its designee may elect, by sending written notice to such Offeree Unit Owner before the expiration of said twenty (20) day period, by certified mail, to purchase such Unit or to lease such Unit, as the case may be, upon the same terms and conditions as contained in the Outside Offer and as stated in the notice from the Offeree Unit Owner.

In the event the Association shall timely elect to purchase such Unit or to lease such Unit, or to cause the same to be purchased or leased by its designee, title shall close or a lease shall be

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OF
DELVISTA "B" CONDOMINIUM

(additions indicated by underlining, deletions by "----", and unaffected language by ". . .")

17. Occupancy and Use Restrictions. In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

17.1 Occupancy. Each Residential Unit shall be used as a residence only, except as otherwise herein expressly provided. A Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, and such persons' families and guests: (i) the individual Unit Owner, (ii) an officer, directors, stockholder or employee of such corporation, (iii) a partner or employee of such partnership, (iv) the fiduciary or beneficiary of such fiduciary, or (v) permitted occupants under an approved lease or sublease of the Unit (as described below), as the case may be. Occupants of an approved leased or subleased unit must be the following persons, and such persons' families and guests: (i) an individual lessee or sublessee, (ii) an officer, director, stockholder or employee of a corporate lessee or sublessee, (iii) a partner or employee of a partnership lessee or sublessee, or (iv) a fiduciary or beneficiary of a fiduciary lessee or sublessee. Under no circumstances may more than one family reside in a Unit at one time. "Families" or words of similar import used herein shall be deemed to include spouses, parents, parents-in-law, brothers, sisters, children and grandchildren. In no event shall occupancy (Except for temporary occupancy by visiting guests) of a Unit exceed ~~4~~ 2 persons in one-bedroom Units, ~~6~~ 4 persons in two-bedroom (including conv.) Units, and ~~8~~ 6 persons in three-bedroom (including conv.) Units. The Board of Directors shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above. The provisions of this section 17.1 shall not be applicable to Units used by the Developer for model apartments, sales offices or management services.

. . .

17.8 Leases of Units. No portion of a Unit (other than an entire unit) may be rented. Notwithstanding anything to the contrary contained herein, no unit shall be leased during the first year of ownership. In the event title to the unit is acquired with a tenant in possession under an approved lease, the lease may continue for the duration of the existing approved lease and such one (1) year moratorium shall take effect upon completion of the approved lease period. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations, or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by the Association. Leasing of Units shall also be subject to the prior written approval of the Association and the Association may reject the leasing of any Unit on any grounds the Association elects. No lease shall be approved for a term less than ~~three (3) months~~ two (2) years. Unit Owners wishing to lease their Units, including the renewal of any current lease which first comes up for renewal subsequent to the effective date of this amendment, shall be required to place in escrow with the Association ~~a reasonable sum to be determined by the Board of Directors~~ a security deposit equal to one (1) month's rent which may be used by the Association to repair any damage to the Common Elements resulting from acts or omissions is tenants (as determined in the sole discretion of the Association). The Unit 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 an administrative charge not to exceed $50.00, shall be returned to the Unit Owner within ninety (90) days after the tenant and all subsequent tenants permanently move out. All leases shall also comply with and be subject to the provisions of section 18 hereof.

. . .

Del Vista HOA Common Area Rules

General:

1. Unit owners are responsible for their guests
2. Any problems in the common areas are to be reported to the property manager, not the handyman
3. Any music or noise should not disturb others' quiet enjoyment of the common areas
4. Noxious activity is not permitted in the common areas
5. The Homeowners Association is not responsible for any items left in the clubhouse, pool, tennis courts, and common areas

Pool:

1. An adult must accompany children under 13 years of age
2. No food allowed or served in outdoor pool area
3. Umbrellas and canopy to be closed after use
4. Diving is not permitted
5. All lights are to be turned off, doors, and gates closed after use
6. Children without diapers are not allowed in the pool

Clubhouse:

1. All unit owners and renters may use the facility unless it is rented for an event, with a notice posted on the mailbox bulletin boards
2. When not in use all doors locked and lights off
3. A/C returned to Auto setting @ 85 degrees
4. After use the clubhouse is to be left in a clean orderly condition
5. No food served unless rented for an event
6. Pets are not permitted in the clubhouse
7. Parties of more than 8 using the clubhouse must rent the clubhouse
8. The rental refundable security deposit of $500 is to be coordinated with the property manager, minus the $50 cleaning charge
9. Each unit owner may rent the clubhouse 2 times a year
10. No food should be left in the refrigerator

Trash Area:

1. Place all bagged household trash in the large containers
2. Recyclables should be placed in the smaller containers
3. No food should be placed in the recyclable containers
4. Nothing should be left on the floor or on top of any containers
5. Boxes should be broken down, flattened and placed in the large containers
6. Appliances, furniture, mattresses and large objects are not to be placed in the trash area
7. Homeowners vendors should not place yard trimmings and plant material in the large trash containers from Friday through Sunday

Tennis Courts:

1. Courts are for the personal use of owners and renters
2. Gate is to be secured after use

Guest Parking:

1. Guests should park in the guest parking area
2. Cars in the guest parking area need a gate pass displayed or resident sticker
3. Vehicles must park head in with license plate visible
4. Vehicles must have current valid registration
5. Trailers and motorcycles are not permitted in the guest parking area

Pets:

1. Dogs in the common area must always be leashed
2. The dog droppings area is confined to the main road grass areas across the street from the townhouses
3. Owners, renters, and guests are required to pick up dog droppings
4. Dogs should be walked in areas away from townhouse windows and doors
5. Dogs are not permitted in the tennis courts, pool area, or clubhouse
6. No other pets are permitted in the common areas

Fines:

1. The Homeowners Association may levy fines if the rules are not complied with
2. The first failure to comply with the rules is a warning letter
3. The second and subsequent failure to comply with the rules is a $100 fine for each occurrence

Please attach this document to your condo docs
These rules should be included in any renters lease agreement

Name: _____ Signature: _____

Delvista
DELVISTA TOWNHOUSES ASSOCIATIONS

RULES AND REGULATIONS ACKNOWLEDGMENT FORM

I (We) the undersigned do hereby acknowledge receipt of Delvista A Condominium Association rules and regulations, Delvista HOA , and Condominium documents. I (We) have read and understand the same and hereby agree to abide by the said Rules and Regulations

Prospective Buyer/Lessor:

_____

_____

Unit#: _____ Date: _____

Authorized screening committee member:

_____

AUTHORIZATION TO RELEASE INFORMATION

I hereby authorize, **Delvista Homeowners' Association** herein referred to as ***Association*** and/or its assigns to conduct a comprehensive review of my background through a consumer report and/or an investigative consumer report to be generated for occupancy. Said report may contain information about me from consumer reporting agencies including but not limited to indebtedness, mode of living, present and previous employers and/or employment contracts, driving record/license, validity of social security number, personal references, criminal records, credit history through a consumer credit report, and any information that I have disclosed on my applications and/or any attachments, exhibits.

I authorize the ***Association*** may contact others who may be able to provide information as to my background, character, and general reputation and authorize without reservation any party or agency contacted by the ***Association*** to furnish the above mentioned information.

I hereby affirm that my answers to all questions on my application, this authorization form and/or any attachments, exhibits and/or resumes are true and correct and that I have not knowingly withheld any facts or circumstances that would, if disclosed affect my application.

This authorization and consent shall be valid in original, fax or photocopy form.

I authorize the ongoing procurement of the above-mentioned information/reports by the ***Association*** at any time during my occupancy with the ***Association***.

The nature and scope of the consumer report and/or investigative consumer report along with the name, address and telephone number of the agency providing the report will be disclosed to you upon timely written request, and within 5 days of the request.

A copy of the consumer report and/or investigative consumer report, a copy of the Summary of Your Rights Under FCRA along with the name, address and telephone number of the agency furnishing the information will be provided before any adverse action is taken by the ***Association*** based on information contained in the report.

Upon proper identification and payment permissible by law, you have the right to request from the ***Association*** a copy of any information in its file on you at the time of your request.

By signing below, I acknowledge understanding of the purpose of this Authorization Form and its intended use.

****

Applicant Information

Print Name: _____ Social Security Number: _____

Street Address: _____ City: _____ State: _____ Zip: _____

Driver License Number: _____ Driver's License State _____

IMPORTANT: The following information will be used by United Screening Services Corporation for identification purposes only to perform a background check. This information will not be used as part of the decision process of your prospective Association.

Maiden, Other and/or Former Name(s) _____

Race/National Origin: _____ Gender: Male Female Date of Birth: _____

Signature: _____ Date: _____