

WATERVIEW ESTATES HOMEOWNERS ASSOCIATION, INC.

5400 WATERVIEW CIRCLE

PALM SPRINGS, FL 33461

561-340-3366

waterviewhoa@att.net

bemogeneral@bemopartners.com

Date: _____ Check one: _____ LEASE _____ SALE UNIT #: _____

Application, supporting documents and application fee must be submitted to the association office by mail or hand-delivery and may be left in the drop box at the door to the clubhouse/office. Allow up to thirty (30) days for processing. Unit cannot be occupied prior to personal interview and written approval of the Board of Directors.

APPLICATION CHECKLIST

Incomplete applications and/or supporting documents or applications submitted without Application Fee will not be processed.

_____ Completed Application

_____ Fully executed copy of lease or sale contract

_____ Non-refundable Application Fee of \$200.00, per person or per married couple, \$25.00 per vehicle and ALL occupants 18 years of age or older, along with supporting documentation,

_____ Check or money order (NO CASH) payable to: **Waterview Estates HOA, Inc.**

_____ Copy of Driver's License or State License for all occupants over the age of 18

_____ Copy of Vehicle Registration and Proof of Insurance for each vehicle.

(Limit of Two (2) vehicles per unit) UNAUTHORIZED VEHICLES WILL BE TOWED

All Applicant's Name, Contact Numbers, and Emails

Name & phone number of _____ Owner/ _____ Agent _____

- All applicants must attend the personal interview for formal approval.
- Applicant must have a credit score of 600 or higher.
- To obtain a parking decal at the time of approval, you must submit vehicle registrations in advance.
- Rules and Regulations included in this Application should be read prior to the interview and applicants' are required to sign & date a form stating he or she has read and understood them.
- We suggest Purchasers' read the association's Governing Documents prior to the interview, in case there are any questions. Governing Documents may be found at waterviewestateshoa.com.
- **No more than two (2) pets per Unit**

ONLY ONE LEASE PER 12-MONTH PERIOD ALLOWED.

ALL EXTENSIONS OR RENEWALS REQUIRE APPROVAL

APPLICATION FOR LEASE/SALE

Name of Applicants (as will appear on Lease or Deed):

1. _____ EMAIL: _____
2. _____ EMAIL: _____

Other persons who will occupy unit with you (all applicants over the age of 18 must complete a background check; additional fees will apply):

<u>Name</u>	<u>Age</u>	<u>Relationship</u>

I hereby agree for myself and on behalf of all persons who may use unit _____ which I seek to lease or purchase:

- I will abide by all the restrictions contained in the Declaration of Covenants, Conditions and Restrictions, By-Laws, and Rules & Regulations which are or may in the future be imposed by Waterview Estates Homeowners Association, Inc.
- I understand sub-leasing or occupancy of this unit in my absence is prohibited.
- I understand that all vehicles must be registered with the HOA and no more than two (2) vehicles per unit are allowed according to the Rule & Regulations.
- I understand that any violation of the terms, provisions, conditions and covenants, Rules & Regulations of Waterview Estates Homeowners Association, Inc. is cause for immediate action, including but not limited to eviction as provided by law.

I understand that the acceptance for lease/purchase of a unit at Waterview Estates Homeowners Association, Inc. is conditioned upon the truth and accuracy of this application and upon the approval of the Board of Directors. OCCUPANCY PRIOR TO APPROVAL IS PROHIBITED. Any misrepresentation or falsification of information on these forms will result in the automatic rejection of this application.

I understand that the Board of Directors of Waterview Estates Homeowners Association, Inc. may cause to be instituted such an investigation of my background as the Board may deem necessary. Accordingly, I specifically authorize the Board of Directors or their agent to make such investigation and agree that the information contained in this and the attached application may be used in such an investigation and that the Board of Directors, Officers and Agents of Waterview Estates Homeowners Association, Inc. itself shall be held harmless from any action or claim by me in connection with the use of the information contained herein or any investigation conducted by the Board of Directors.

In making the foregoing application, I am aware that the decision of Waterview Estates Homeowners Association, Inc. will be final, and no reason will be given for any action taken by the Board. I agree to be governed by the determination of the Board of Directors.

SIGNATURE

DATE

SIGNATURE

DATE

UNIT INFORMATION:

Unit Number _____ Proposed closing or lease date: _____

Current Owner _____

Number of persons to occupy unit: _____

APPLICANT INFORMATION:

1) Name: _____

Date of Birth: _____ Driver's License Number: _____

Email Address: _____

2) Name: _____

Date of Birth: _____ Driver's License Number: _____

Email Address: _____

If more space needed, please use back of page

RESIDENCE HISTORY:

Current address: _____

Phone number: _____ Alt: _____

Landlord/Mortgagee: _____

Address: _____

Phone number: _____

EMPLOYMENT & SALARY HISTORY:

Current employer: _____

Date of hire: _____ Current salary: _____

Contact name & phone number: _____

BANK REFERENCE:

Name: _____

Address: _____

Phone number: _____

Type of account(s): Checking ____ Savings ____ Other ____

Length of banking relationship: _____

PERSONAL REGERENCES:

Name: _____

Address: _____

Phone number: _____

Relationship to applicant: _____

VEHICLE INFORMATION:

<u>Make</u>	<u>Model</u>	<u>Year</u>	<u>Tag Number/State</u>
-------------	--------------	-------------	-------------------------

_____	_____	_____	_____
-------	-------	-------	-------

_____	_____	_____	_____
-------	-------	-------	-------

ATTACHMENTS AND ACKNOWLEDGEMENTS:

I have attached to this application a true and correct copy of the contract for sale or lease agreement for the above unit, together with my payment of a transfer/processing fee of \$200.00 per person or per married couple made payable to Waterview Estates Homeowners Association, Inc. I understand the application fee is non-refundable. _____
(Initials)

I hereby acknowledge that the above information is true and accurate as of the date of this application. I agree that if this application is not complete, then it will not be considered by the Association. This acknowledges that I have completed all necessary information, included copies of necessary documentation and payment for processing. _____
(Initials)

I acknowledge receipt of copies of the Association's governing documents. _____
(Initials)

APPLICANTS SIGNATURE

DATE

APPLICANTS SIGNATURE

DATE

RESIDENT/OWNER INFO SHEET

PLEASE TAKE A FEW MOMENTS TO COMPLETE THIS FORM AND RETURN IT TO THE OFFICE. IN THE FUTURE SHOULD THE INFORMATION CHANGE PLEASE NOTIFY THE OFFICE RIGHT AWAY.

OCCUPANT'S NAME(S): _____ EMAIL _____ CELL _____

_____ EMAIL _____ CELL _____

_____ EMAIL _____ CELL _____

_____ EMAIL _____ CELL _____

UNIT NUMBER: _____

FLORIDA LANDLINE TELEPHONE NUMBER: _____

OTHER CONTACT NUMBER: _____

MAILING ADDRESS (IF OTHER THAN UNIT ADDRESS):

ARE YOU A: FULL TIME RESIDENT _____ WINTER RESIDENT _____

LANDLORD _____ TENANT _____

OWNER EMERGENCY CONTACT INFORMATION:

NAME: _____

BILLING ADDRESS: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

LOCAL KEYHOLDER/PROPERTY MANAGER NAME & PHONE NUMBER:

IF MORE THAN ONE CONTACT OR KEYHOLDER PLEASE USE BACK OF PAGE

WATERVIEW ESTATES HOMEOWNERS ASSOCIATION, INC.

5400 WATERVIEW CIRCLE

PALM SPRINGS, FL 33461

561-340-3366
waterviewhoa@att.net
ADDENDUM TO LEASE

In regards to that certain agreement to lease/rent between Owner _____ and
Tenant, _____, regarding certain property having a
street address of _____ Waterview _____ Palm Springs, Florida 33461.

The property is within the Waterview Estates community which is operated by the Waterview Estates Homeowners Association, Inc. ("Association").

The parties hereto agree to and incorporate this addendum and its terms and conditions as part of the above referenced lease agreement.

1. This addendum SHALL take precedence over any terms and conditions within the lease/rental agreement which it is a part of. In all other respects, the terms and conditions of this lease/rental agreement shall remain in full force and effect.
2. Lessee/Tenant agrees to obey and occupy the Unit in accordance with all use restrictions applicable to the Waterview Estates Community, including the Declaration of Covenants and Rules and Regulations; and any policies, all as amended (collectively "Use Restrictions"). If the Lessee/Tenant should violate any of the Use Restrictions, or this Agreement, Tenant(s) and Landlord agree that the Association may itself bring an action against the Tenant(s) to evict the Tenant(s). In any such action, the Association may utilize the summary procedure provided in Chapter 51, Fla. Stat.
3. After approval of a lease and tenants/occupants, no additional or different occupants may occupy the leased Unit without application to the Association and written Association approval. Occupancy is limited to 4 persons (maximum) in the 2-bedroom units and 6 persons (maximum) in the 3-bedroom units. In the event that the Board of Directors of the Association determines that this occupancy is exceeded, it shall be presumed that the Board of Directors is correct and it SHALL be incumbent upon the Lessee/Tenant to overcome this presumption. Occupancy by additional occupants not approved by the Association or occupancy in excess of the maximum allowed occupancy shall be grounds for eviction.
4. Should the tenants subsequently prove to create a nuisance, create unreasonable disturbances or otherwise become undesirable, the lease with said tenant will be terminated by the Unit Owner upon written notice from the Board of Directors. Should this process require the Association to seek legal assistance, all legal and associated costs will be the responsibility of the Unit Owner, as allowed by per Florida State law and the governing documents of the Homeowners Association.

Initials of Owners _____ Initials of Lessees/Tenants _____

5. Lessee/Tenant acknowledges that he/she/they have been informed of the two assigned parking for the unit.
6. Lessor/Landlord and Lessee/Tenant are informed that the term of this agreement is for a maximum of 1 year and prior to any extension or new agreement between the parties, Lessee/Tenant is hereby required to obtain a new Certificate of Approval, failure to do so is grounds for immediate eviction.
7. The Association makes no representations, express or implied, about the condition or habitability of the Unit or about the common areas. The Tenant(s) shall look solely to the Unit Owner as to the condition and usability of same.
8. The Association's remedy of bringing an eviction action is in addition to and not in substitution of any other remedy available to the Association pursuant to the condominium documents and Florida Statutes.

Dated this _____ day of _____, 20_____.

Owners' Signature

Owners' Signature

Lessee/Tenant Signature

Lessee/Tenant Signature

WATERVIEW ESTATES HOMEOWNERS ASSOCIATION, INC.
5400 WATERVIEW CIRCLE
PALM SPRINGS, FL 33461
561-340-3366
waterviewhoa@att.net
bemogeneral@bemopartners.com

Effective February 2, 2021

1. All Rules and Regulations and Board of Directors' policies for Waterview Estates apply to all homeowners, guests, renters and lessees.
2. Any complaint concerning Rule violations shall be written and presented to the Association or presented to the Board of Directors.
3. No owner, guest, renter or lessee shall create or permit any disturbance, annoyance, or nuisance that will interfere with the rights, comforts or convenience of others. This includes but is not limited to loud music, construction on weekends and evenings, and overcrowded gatherings.
4. A pet shall mean any domestic animal as is typically permitted to be kept in a residential community by the laws of the United States of America, the State of Florida, the County of Palm Beach, or the Village of Palm Springs (i.e. dogs, cats, etc.). No unit owner/resident shall be allowed to run breeding facility/business from their premises (licensed or not). Anyone wishing to have an exotic type of pet must first receive written permission from the Board prior to obtain such type of animal.

The Association may require nuisance or aggressive animals be removed by unit owner after one (1) notice to the unit owner requesting compliance with nuisance or one complaint filed with Palm Beach County Animal Care and Control (ACC) of aggressive behavior by animal. Nuisance shall be reasonably determined by the Board of Directors. If an owner fails to remove the nuisance or aggressive animal and the Association seeks legal action for removal of nuisance/aggressive animal, the unit owner shall be responsible to pay any and all related legal fees and costs incurred by the Association, whether or not a lawsuit is filed.

- (a) Units shall be limited to four (4) animals total. Only two (2) of the four (4) shall be dogs, per unit. Any violation to this rule will have the unit owner fined \$100.00 per documented violation.
- (b) Animals when not confined to the unit property (i.e. fenced in courtyard or patio) shall be on a leash and under the control of a person per **Palm Beach County Animal Care and Control Ordinance 98-22**. The UNIT OWNER shall be fined \$100.00 per documented violation. Two (2) documented violations of this shall result in permanent expulsion of the animal from Waterview Estates. If the Association seeks legal action for removal the animal, the unit owner shall be responsible to pay any and all related legal fees and costs incurred by the Association, whether or not a lawsuit is filed.
- (c) Animal owners shall be responsible for removal of all animal waste from common grounds/Association property. Animal owners must keep their courtyards and walkways clean and immediately remove pet waste. The UNIT OWNER shall be fined \$100.00 per documented violation. Two (2) documented violations of this rule shall result in permanent expulsion of the pet from

Waterview Estates. If the Association seeks legal action for removal of the animal, the unit owner shall be responsible to pay any and all related legal fees and costs incurred by the Association, whether or not a lawsuit is filed.

(d) No one shall be permitted to feed stray or feral animals upon any unit property or common area of Waterview Estates HOA, with the exception of the current colony registered with Palm Beach County Animal Care and Control. No one shall establish any TNR (trap/neuter/return) animal colony of any type within Waterview Estates HOA without prior written approval of all 232 owners of Waterview Estates HOA.

(e) Animals may not be left in the courtyard unsupervised.

5. (a) Garbage must be placed in the garbage dumpsters furnished. All waste shall be in plastic bags and tied securely before being placed in the dumpster. Garbage includes kitchen waste: anything used in the preparation of food, plus food containers and wrappers (those that cannot be recycled, i.e. items purchased at a grocery store not recyclable). Anyone caught dumping non-waste items specified or bulk items will be fined \$100.00 per item or incident along with any necessary disposal fees.

(b) The Village provides yellow and blue recycling bins located next to the dumpsters. Yellow is for paper and blue is for commingled items.

(c) Village of Palm Springs will no longer pick up bulk construction debris. Do not put any construction debris in the bulk dump area or garbage dumpsters. This includes but not limited to: Glass mirror or doors, tires, paint, drywall, cement, tiles, wood or metal studs, and cabinets. Any resident or contractor caught putting construction debris in the bulk dump area or garbage dumpsters will be in violation and must have it removed or be fined \$100.00 per day for every day it remains including the cost to the Association for removal of the material should the Association have to have it removed.

(d) Yard waste, tree trimmings and/or branches/stumps **may not be placed in dumpsters** and no landscape debris shall be left in parking stalls including guest parking. All tree debris must smaller than 4 feet in length or must be bagged and removed by resident or resident's contractor. The debris smaller than 4 feet and securely bagged, may be placed in dumpster. Palm fronds larger than 8 feet in length must be reduced in size to accommodate disposal. The debris may be placed in the grassy island areas that jut into the road no earlier than Sunday evening for Tuesday pick-up. If you are unsure of where to leave, please email the HOA for instructions. Any unit violating this section shall be fined \$100.00 per incident as well as additional disposal fees as necessary.

(e) White goods only may be placed in the bulk dump area. White goods: i.e., stoves, dryers, water heaters, large furniture, refrigerators, mattresses, toilets, etc. **NO GLASS OR MIRRORED ITEMS, NO PAINT OR HAZARDOUS MATERIALS ARE ALLOWED TO BE PLACED IN BULK TRASH AREA OR DUMPSTERS.**

(f) Under no circumstances shall bio-hazardous human or medical waste be disposed of in anywhere on the premises. Anyone caught disposing of any such bio-hazardous waste shall be fined \$100.00 per item.

(g) Anyone caught littering on Association property will be fined \$100.00 per violation.

6. Barbeque cookers usage shall be confined to patio or courtyard only. Residents who leave barbeques outside patio or courtyard area will be given a 24 hour notice to move them back inside patio or courtyard. If not moved at the end of 24 hours period and then fined \$100.00 per day until removed.

7. No clothes, rugs or similar articles shall be visibly hung on balconies or over fences for any purpose whatsoever. Any clothes lines must be inside the unit courtyard or patio and not visible to the public view. All violations will be fined \$100.00 per day until removed.

8. Bicycles, toys, lawn furniture, storage containers, trashcans, or clutter shall not be left outside courtyards at any time. Such articles must be stored within the unit. Residents who leave these items outside their patio or courtyard will be given a 24 hour notice to move them. If not removed at the end of the 24 hours period then a fine of \$100.00 per day shall be imposed until removed.

9. Recreational activities shall be restricted to areas designated by the Board of Directors (i.e. the basketball court, tennis court, and swimming pool, clubhouse, and grass areas). All recreational areas are open sun up to sun down. No recreational activity on the roadways; bicyclists and pedestrians must follow normal traffic pattern and laws.

10. Homeowners shall be responsible to the Association for any damage to common areas by guests, renters, or lessees, their children or pets. Homeowners shall be liable for charges for damage along with any reasonable costs to the Association, including but not limited to charges for recovery of attorneys' fees involved in enforcement.

11. Pool and clubhouse rules shall be adhered to. **Rules are posted at the pool.**

- (a) Use of the pool and patio area is restricted to daylight hours only. The pool and patio area shall be locked at night. However, if the clubhouse is reserved for a function, the Board of Directors may allow access from the clubhouse to the restrooms only.
- (b) Pool keys are issued to the homeowner only. Homeowners and/or lessees are not to lend out or loan out their pool keys to anyone (even another Waterview resident). Anyone who violates this rule must surrender their key to the Board for a period of time to be determined by the Board of Directors. Repeat violations will result in losing key privilege permanently.
- (c) Pets are not permitted in the pool or within the fenced area surrounding the pool, tennis courts, basketball and racquetball courts.
- (d) No bicycles, skateboards, or scooters are permitted within the fenced area of the pool.
- (e) Unduly loud noises, including but not limited to, screaming, radios and speaker phones are not permitted.
- (f) Patio furniture may not be removed from the pool area.
- (g) All members, residents and their guests swim at their own risk. It is advised that no one swim alone.
- (h) Running in the pool area is prohibited.
- (i) Trash and cigarette butts are to be placed in garbage receptacles.
- (j) Infants and toddlers wearing diapers are required to wear water diapers or waterproof coverings over the diaper.

12. Appropriate attire must be worn at pool area at all times, NO ALCOHOL OR GLASS CONTAINERS shall be allowed in the pool area. Inappropriate use of the facilities can result in expulsion and suspension of use rights/surrender of key to area.

13. Adult key holder is limited to 4 guests per unit in the swimming pool area and guests must be accompanied at all times by the adult key holder. Violators will be fined \$100.00 per person for each person over limit.

14. No non-licensed motorized "scooters" are allowed in Waterview Estates. Violators will be fined and/or reported to Palm Springs Police Department.

15. Boats, trailers, motor homes, trucks with a carrying capacity of one ton or over, and unlicensed or inoperable vehicles parked overnight will be towed without notice at the expense of the vehicle owner.

16. It is the responsibility of the unit owner to understand the parking rules within the community and to ensure that their guests, vendors, occupants and the like understand and abide by the parking rules. All vehicles must be registered as designated by the Association. Starting in 2021, all owners and residents must electronically register their vehicle with Reliant Parking. Information regarding the parking registration will be posted at the clubhouse.

Registered residents shall park their vehicles in their designated parking spaces **only**. Guest spaces are not designated for use by owners, residents or tenants and parking in guest spaces by anyone other than guests is strictly prohibited. Guests and any temporary vehicles belonging to a resident parked overnight (after 11:00 PM) must be registered with the Association or will be subject to being towed. Guests shall park their vehicles in the unit's designated parking space or guest space. A resident's temporary vehicle must be parked in the unit's designated spaces. Guests will be provided a registration number to place on a piece of paper to display on the front dashboard of the vehicle. Guests shall park in guest spaces for no more than a total of seven (7) days per calendar month. Overuse of a guest spot, as determined by the HOA shall result in your vehicle being tagged and subject to towing. Vehicles are not to be parked on the grass, roadway, and in other unit's designated parking spaces, or any other areas not designated for parking, including "double parking" or parking behind another vehicle, all of which are subject to an automatic tow, without warning.

- (a) Parking is limited to two (2) registered vehicles per unit only. Parking decals for homeowners and renters/lessees will be issued and violators will be towed at the vehicle owner's expense.
- (b) Residents with additional vehicles will be required to lease an assigned parking space for an annual fee. There are a limited amount of spaces available, and they are on a first come first serve basis. The spaces are strategically placed and not determined by unit location. These additional vehicles may not use unit or guest parking spaces – must use assigned space only. Tenants wishing to lease additional parking must do so through unit owner/landlord. The lease space pricing is set by the Board of Directors and is subject to change at any time. The 2021 lease space fees are \$750.00 annually and may be paid in two installments only. Short term leases and month to month payment plans are prohibited.
- (c) No vehicle shall exceed the dimensions of the parking space. It must fit between the yellow/white lines at all times. All vehicles must be parked in alignment with their parking space, no diagonal parking allowed. No vehicle or its contents may protrude onto the walkway and/or sidewalk or driveway and/or roadway.
- (d) Unsightly vehicles, as determined by the Board of Directors, shall be given notice to have vehicle removed to repair within 48 hours or towing will commence. All vehicles must be in operable condition and cannot have hanging or missing pieces, i.e. hanging bumpers, broken windows,
- (e) Motorcycles, and Scooters are to be parked or stored on unit patio and will not require parking decal if parked or parked/stored in this manner. If parked in a parking stall, it will be considered a vehicle and follow the same guidelines as a vehicle including a decal.
- (f) Owners and/or their tenants, occupants or guests with vehicles which leak oil/oily substances on common areas or in parking spaces will be required to: 1) remove the vehicle(s) and 2) reimburse the Association for restoration of the affected areas.

- (g) All vehicles parked on premises overnight must be registered with the Association as designated and must present such information as the Association deems necessary for the registration of the vehicle, which may include providing proof of insurance, registration and vehicle owner's license.

17. Unauthorized or improperly parked vehicles or items will be towed away at the vehicle owner's expense after 24 hours from vehicle receiving warning sticker, except for those parked vehicle violations that are subject to an automatic tow. If a vehicle that has been tagged and towed returns without contacting the office for decal or guest pass it will be towed immediately without the need for further warning by HOA to vehicle owner each time it returns. Parking on the grass, on the roadway, or double parking are subject to immediate tow without warning.

18. Absolutely no vehicles, boats, moving vans/trucks, motor homes, trailers, or the like are allowed to be driven and/or towed onto the sidewalks and/or grass for any reason whatsoever (i.e. washing, loading, unloading, etc.). Violators will be fined \$100.00 and the offending vehicle towed at the vehicle owner's expense without warning. In addition to the fine any costs of repair to any damage to any common property will also be assessed.

19. Absolutely NO maintenance and/or vehicle repairs (i.e. oil changes, flushing of radiators, engine/transmission replacement, and the like) are to be made on Waterview property. You must make arrangements to have your vehicle maintained and/or repaired at an appropriate facility that has the appropriate disposal capabilities for hazardous materials. Violators of this Rule will be fined \$100.00 per day.

20. No swimming is allowed in Lake Waterview at any time. This includes pets as well as people.

21. Non-motorized boats may be moored only in areas designated by the Board of Directors and shall not be stored or placed on the grass or common areas. No boats larger than 14 feet are allowed in Waterview Estates. Any boats placed on the grass or common areas will be removed at the owners' expense. Boats that are moored must be secured and stored in the homeowners property during tropical storms and hurricanes. Fishing is permitted by residents and their guests only and is limited to line and hook. NO CAST NETTING ALLOWED. All persons must have proper Florida fishing licensure.

22. Gasoline powered outboard motors and inflatable watercraft are prohibited in Lake Waterview. Electric trolling motors may be used.

23. Persons employed by the Association to perform maintenance in Waterview Estates receive direction from the Board of Directors only. Residents shall not instruct the maintenance person. Requests for maintenance and/or complaints shall be made either via the hot line or in writing to the Board of Directors or the management company.

24. No signs are allowed on common property of Waterview Estates. This includes "For Sale" signs, "Garage Sale" signs, "Yard Sale" signs, "Moving Sale" signs, etc. This applies to both paper and paint/chalk signs. The common property of Waterview Estates includes but is not limited to the front entry area by Davis Road, the fencing surrounding the garbage dumpsters, the grassy area along the outer fence, the numeric sign with the unit numbers etc. You may post ONE (1) For Sale or For Rent signs on your fence/gate and they must be no larger than 24x24 in size. All residents are welcome to post flyers on the community bulletin board.

25. THE POSTED SPEED LIMIT THROUGHOUT WATERVIEW ESTATES IS 20 MPH. ALL RESIDENTS AND GUESTS OF WATERVIEW ESTATES ARE TO OBEY THE POSTED SPEED LIMIT. TRAFFIC CONTROL DEVICES SUCH AS STOP SIGNS MUST BE OBEYED. FAILURE TO DO SO WILL RESULT IN A FINE OF \$100.00 PER INCIDENT.

26. No trees reaching more than 6 feet tall at maturity may be planted either inside the patio or outside of the unit without the written approval from the HOA. All fruit bearing trees must be properly maintained by the owner. This includes but is not limited too, making sure all fruit that falls to the ground is immediately picked up and properly disposed of by the owner. The owner is also responsible for making sure the tree does not encroach on any common area and or another unit. Failure to properly maintain any trees belonging to the unit , fruit-bearing or not, will result in the owner being fined \$100.00 per day. Owners who wish to have container gardens must do so within the confines of their patio area.

27. In addition to the foregoing all homeowners, renters and lessees of a dwelling in Waterview Estates shall abide by the provisions of the protective covenants and restrictions for Waterview Estates, and the Articles of Incorporation and Bylaws of Waterview Estates Homeowners Association Inc.

28. Any exceptions to the above Rules require written approval by the Board of Directors of Waterview Estates.

29. Any violations of the aforementioned Rules and Regulations will result in a violation notice being mailed to the unit owner. Failure to bring into compliance any stated violation within 30 days of notice can result in hearing before the fines committee and a fine being issued by the Board of Directors if the committee agrees a violation was not brought into compliance timely. Any fines assessed will become a lien against the property.

30. Any renters or lessees of a unit or dwelling, that violate any of the aforementioned Rules and Regulations more than twice, will be considered to have their lease renewal denied by the Board of Directors.

31. The use of aluminum foil, paper, paint or other unconventional means of covering windows is prohibited.

32. Any visible seasonal decorations shall be removed within two (2) weeks following the holiday.

33. Hurricane shutters, accordians, plywood or other window coverings may be installed or closed to cover the windows during a hurricane watch and must be removed within two (2) weeks of the hurricane passing the Palm Beach County area. Storage of shutters or plywood must be within the fenced courtyard and may not be visible above the unit's wood fence.

34. Awnings and sunshades are permitted, but must be removed while under a hurricane watch and may be reinstalled once the hurricane has passed. Exterior shutters (non-hurricane) are prohibited.

35. Units must be kept in good quality condition at all times. This includes, but is not limited to, having fences in good condition, (the fence must not be missing pieces, leaning or rotting), Gates and hardware must be in good condition. Exterior coach lights and lamps must be in working order and in good quality condition.

IT IS THE UNIT OWNERS RESPONSIBILITY TO NOTIFY TENANTS, GUESTS AND ANYONE UNDER THEIR EMPLOY OF THE CONSEQUENCES WHICH MAY BE INCURRED BY VIOLATING THESE RULES. ALWAYS REMEMBER THE UNIT OWNER IS ULTIMATELY RESPONSIBLE FOR THE ACTIONS OF ANYONE WHO THEY INVITE ONTO THE PROPERTY OF WATERVIEW ESTATES HOMEOWNERS ASSOCIATION.

I HAVE READ AND AGREE TO ABIDE BY THE PREDETERMINED RULES & REGULATIONS FOR WATERVIEW ESTATES HOMEOWNERS ASSOCIATION.

APPLICANTS SIGNATURE

DATE

APPLICANTS SIGNATURE

DATE