

# **PALM SPRINGS CONDOMINIUM ASSOCIATION, INC.**

## **POLICIES & PROCEDURES RULES AND REGULATIONS**

**Palm Springs Condominiums is a residential resort community in which all occupants are subject to governing documents and Rules and Regulations promulgated by the Condominium Association for the benefit of the community as a whole. It is the objective that every resident, owner, long-term or short-term resident and guest to enjoy a first-class experience while staying with us in our community.**

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## OFFICE POLICIES AND PROCEDURES

**Office Hours.** The Management Company maintains off-site office hours from 9AM to 4PM, Monday – Friday. The Association Manager maintains an open door policy. However, residents with prescheduled appointments will be given first priority.

**Association Correspondence.** Owners will receive Association correspondence by U.S. Mail unless otherwise indicated on the Preferred Method of Communication Form.

**Photocopying.** Photocopying of materials for residents will be permitted on the Association copier. Cost of copying will be \$.50 per page.

**Facsimile Use.** Resident use of the Association facsimile is allowed. Cost per page is \$.50.

**Notary Service.** The Association manager is a Notary Public and will notarize documents as a courtesy to residents, on appointment.

**Official Records Requests.** Requests for Official Association Records by members of the Association must be in writing. An appointment to inspect the Association Official Records will be made within five 5 working days after receipt of the written notice. Copy requests for Official Records will be ready to be picked up within five (5) working days after receipt of the written request or when the requested item is available. The standard photocopying charge will be applied.

**Maintenance Fees.** Maintenance Fees are due on the 1<sup>st</sup> and late on the 11<sup>th</sup>. A \$25.00 administrative late fee will be assessed for payments not received timely. Owners may sign up for Automatic Debits from their checking accounts by executing the Authorization Agreement for Automatic Debit. Automatic debits will be drafted on the 1<sup>st</sup> of the month or the earliest business day prior should the 1<sup>st</sup> fall on a weekend or holiday.

## **OWNER CONSTRUCTION GUIDELINES**

Palm Springs Condominiums, although a residential community, is considered a commercial project by the building department because construction to one unit can impact an adjoining unit. Any work done to modify electrical, plumbing or walls requires a building permit from the City of Indian Harbor Beach.

The City of Indian Harbor Beach Building Department has been instructed not to issue any building permit without the prior written approval of Palm Springs Condominiums, so that modifications can be reviewed and determined if they meet the governing documents of the Association and so that contractors can be informed of the communities' construction protocol.

The owner construction guidelines and owner construction rules and regulations outlined do not apply to the developer.

## **OWNER CONSTRUCTION RULES AND REGULATIONS**

### **1. Prior to Commencement of Work**

- 1.1 The Owner or Contractor is to submit a scope of work to the Association office on the Contractors Agreement Form to obtain prior approval.
- 1.2 Contractors are to submit a Certificate of Insurance for Auto, Liability and Workers Compensation to the Association office for their company and any subcontractors that will be employed to complete the work. Liability limits must be a minimum of \$500,000.00.
- 1.3 Current Certificates of Insurance will kept on file with the office if a contractor wants to be on the Association referral list.
- 1.4 The Owner or Contractor is to give the Association a construction schedule with beginning and completion dates for the work.

### **2. During Construction**

- 2.1 Work hours are limited to 9 AM to 5 PM, Monday – Friday.
- 2.2 Patios, stairways and walkways are not to be used for storage of any materials.
- 2.3 Patios and front doors are to be closed during construction.
- 2.4 Limited parking is available. Contractors need to limit the number of vehicles brought to the job site.
- 2.5 Common areas must be cleaned of any construction debris or dust caused from their job on a daily basis.

- 2.6 Construction debris must be removed from the job site daily. Dumpsters are not permitted on the site.
- 2.7 Failure of the owner or contractor to clean the common areas will result in charges to the owner at an overtime rate plus 50%.

**3. After Construction**

- 3.1 All common areas must be left in the same condition as before construction began.

## GENERAL RULES AND REGULATIONS

### 1. Occupancy Limits

- 1.1 These limits apply to the overnight usage of all units, regardless of length of stay: 2 Bedroom Units up to 6 persons; 3 Bedroom Units up to 8 persons.

### 2. Parking/Vehicular Restrictions

- 2.1 Vehicles which are not currently licensed and registered or which cannot legally or functionally operate under its own power (e.g. due to one or more flat tires, body damage, faulty engine or other mechanical deficiency) on the public streets and thoroughfares of Brevard County, Florida, shall not be allowed on Condominium Property. As used in this section, the term licensed shall mean that the vehicle displays, at all times, a license plate or license tag to which is affixed a sticker indicating that the vehicle is currently validly licensed and registered with the State of Florida or other state as the case may be. Any member or the Board or the boards designated agent, who has cause to believe that a vehicle either is unable to operate on its own power or may not lawfully be operated on the public streets and thoroughfares of Brevard County, Florida, shall affix a sticker thereto in a prominent location thereon, which shall be designed to be reasonably visible to an observer of the vehicle to which it is affixed, not easily removable there from and shall contain the date and time of the affixation to the vehicle, notifying the owner of the vehicle that is considered to be in violation of the association rules and regulations. The owner of the vehicle shall have twenty-four hours from the date and time affixed to the sticker to respond to the board or its agent and demonstrate that the vehicle can operate on its own power or may lawfully be operated on the public streets and thoroughfares of Brevard County, Florida. If the owner cannot so demonstrate or if the owner does not contact the Board within twenty-four (24) hours of the sticker being affixed to said vehicle, whether or not the owner of said vehicle has actually seen the sticker or, due to an absence from the association, could have seen the sticker, the vehicle may be towed at the owner's expense.
- 2.2 Vehicles may park only in designated parking spaces and may not park in the following areas of the association property: designated "fire lanes", or block the driveways.
- 2.3 Boats, trailers, and commercial vehicles shall not be parked on the association property. The following definitions shall apply for the purposes of this section.
  - 2.a "Commercial Vehicles" means vehicles of every kind whatsoever, which from viewing the exterior of the vehicles or any portion thereof, shows or tend to show any commercial markings, signs, displays, equipment, tools, tool boxes,

inventory, apparatus or otherwise indicates a commercial use, including any vehicle having more than two axles or more than four wheels or both.

- 2.b “Boats” means anything manufactured, designed, marketed or used as a craft for water flotation, capable of carrying one or more persons, or personal property.
  - 2.c “Trailers” means any non-motorized vehicles, devices, structures or enclosures of any kind whatsoever, having two or more wheels, which are manufactured, designed, marketed, used or capable of being used to be coupled to or towed by another vehicle.
- 2.6 Vehicle maintenance, repair or renovation is not permitted on association property. For purposes of this section, vehicle maintenance shall include, but not be limited to, changing of oil and other engine fluids, engine maintenance or repair, body maintenance, renovation or repair. Cleaning of the interior of the vehicle, waxing and checking fluid levels is permissible. Emergency repairs to vehicles such as changing a flat tire or charging a battery is allowed. If repairs for the purposes of removing the vehicle are needed, the vehicle must be towed to a repair facility off the association property.
  - 2.7 Moving trucks (U-Haul, Ryder) are not permitted on property overnight.
  - 2.8 Moving trucks may not begin loading or unloading prior to 8 AM and must finish loading or unloading by 8 PM.
  - 2.9 Parking spaces are subject to length restrictions as indicated. Vehicles exceeding the designated parking space are not permitted to park in the parking space.
  - 2.10 Temporary parking for loading and unloading of personal property is permitted for a period of time necessary to complete or to pick-up a delivery. Any delivery that shall exceed thirty (30) minutes requires the approval and staging of the board of directors or its designated agent.
  - 2.11 Contractor vehicles are permitted to be on site from 9 AM to 5 PM weekdays. Emergency exceptions permitted, contact the office. The Developer is excluded from this policy.
  - 2.12 Speed limit is 10 MPH.
  - 2.13 No vehicle shall leak or exude oil, fuel or other noxious, corrosive, toxic or hazardous substance onto the surface of the parking space and the owner (and any non-owner resident) who have the right to the use of such space, jointly and severally shall be liable to reimburse the Association for all costs and

expenses incurred by the Association for the clean-up of such substances and any repairs to the parking space occasioned as a result thereof.

**3. Mail & Package Delivery**

- 3.1 Your mailing address is your unit address \_\_\_\_\_ Lancha Circle, # \_\_\_\_\_ Indian Harbor Beach, FL 32937.
- 3.2 Your mail will be delivered to the community mailboxes provided by the US Post Office.
- 3.3 Replacement keys for the mailboxes are available in the Association office for a fee of \$5.00 if one is on file. If not, a replacement lock can be installed for \$25.00.
- 3.4 Deliveries will be accepted for residents when a resident has on file a Delivery Agreement in favor of the Association and management firm. Packages will be kept in the association office/clubhouse for pickup by the resident.
- 3.5 Delivery of packages to the unit by Association staff is determined by need on a case-by-case basis.

**4. Pool**

- 4.1 There is no lifeguard on duty. Pool use is at your own risk.
- 4.2 Pool hours are from 8AM to 10PM.
- 4.3 Pool use requires a key. Lost keys are available from the Association office for \$50.00.
- 4.4 Those under the age of (18) must be accompanied by an adult.
- 4.5 Daytime guests are limited to 4 per residence at any one time.
- 4.6 Showers are required prior to pool use.
- 4.7 No pets are permitted in the pool area.
- 4.8 No diving is permitted.
- 4.9 No jumping, running or horseplay is permitted at the pool.
- 4.10 No loud games are permitted at the pool.
- 4.11 No glass is permitted in the pool area. Please use plastic containers.
- 4.12 No food is permitted in the pool area.



- 4.13 Radios, CD players or other such devices may be used with earphones only.
- 4.14 Cell phone use is restricted to areas away from those occupied by sunbathers and swimmers.
- 4.15 No inflatable of any kind is permitted in the pool with the exception of life safety jackets, noodle type flotation devices or water wings for children.
- 4.16 Appropriate diapers or rubber pants are required on children that are not toilet trained or any person who is incontinent.
- 4.17 No scuba gear is permitted in the pool.
- 4.18 Proper bathing attire is required in pool, no cutoffs.
- 4.19 No nude or topless sunbathing is permitted in pool area.
- 4.20 Hair clips and hairpins are to be removed prior to using the pool.
- 4.21 Pool furniture is not to be removed from pool area.
- 4.22 Placing a towel on pool furniture prior to using the pool will not reserve pool furniture.
- 4.23 Pool furniture must be covered with a towel when using oils or lotions.
- 4.24 Persons with open wounds or wearing bandages are not permitted in the pool.
- 4.25 Consideration should be given to those who wish to swim laps in the pool.

**5. Common Areas**

- 5.1 Placing or leaving personal items in the common areas is not permitted.
- 5.2 Loud or obnoxious behavior including yelling, running and loud music, will not be tolerated.
- 5.3 Rollerblading, cycling and skateboarding is prohibited in common areas.
- 5.4 Common area keys may not be reproduced. Common area keys are available in the office for \$50.00.
- 5.5 Littering of any kind is prohibited.
- 5.6 There is to be no use of common area electric or water at any time.

- 5.7 The common areas may be rented for a fee of \$150.00 with proof of insurance. Rules and regulations apply. Obtain a Common Area Facility Use Agreement from the Association office. Reservations are on a first come first serve basis.
- 5.8 Bare feet or wet swimsuits are not allowed in community room.
- 5.9 Grills are available on a first come first serve basis.
- 5.10 The grill must be attended while food is cooking.
- 5.11 Tables, counters and grills must be cleaned after use.
- 5.12 Trash must be placed in trash receptacles.
- 5.13 Fitness Center Equipment must be wiped down after use.
- 5.14 Children ages twelve (12) and younger not permitted in fitness center without adult supervision.

## **6. Pets**

- 6.1 Two (2) pets per residence are permitted with a maximum weight limit of forty (40) pounds at full growth. For the purpose of this regulation a pet shall be defined as a cat, a dog, aquarium fish, and other common pet animals. No other pets are permitted.
- 6.2 Pets must be leashed at all times when out of the unit.
- 6.3 Bags must be carried to clean up after your pet.
- 6.4 Pets must be registered in the Association office on the Pet Registration Form.
- 6.5 Excessive barking or aggressive behavior from the pet will not be tolerated.
- 6.6 Pets must have proper licensing and current shot records on file in the office.
- 6.7 Pets are prohibited in the pool area and community room.
- 6.8 The Association may require the pet be removed from the premises for failing to adhere to the above rules.

## **7. Trash Removal**

- 7.1 Place all debris and trash in dumpsters provided.
- 7.2 Trash is never permitted in the walkways or porches.

- 7.3 Household items, furniture, appliances, building and renovation materials must be removed by the vendor or contractor on the day of delivery or renovation and may not be stockpiled for pick up on another day.
- 7.4 Cardboard cartons must be broken down and placed next to the trash can.
- 7.5 Please recycle. Recyclables may be placed in recycle containers provided.
- 7.6 If you have a problem, the office will help you to resolve it, please contact them.

## **8. Exterior Appearance of Unit**

- 8.1 Exterior porches, garages and walkway area are to be maintained in a safe clean neat and attractive condition. No clothesline, towels, clothing, rugs, shoes or other equipment will be permitted at any time.
- 8.2 The Installation of satellite dishes shall be restricted in accordance with the following: (i) installation shall be limited solely to the Unit or any Limited Common Elements appurtenant thereto, and may not be on the Common Elements; (ii) the dish may be no greater than one meter in diameter, and (iii) to the extent that same may be accomplished without (a) impairing reception of an acceptable quality signal, (b) unreasonably preventing or delaying installation, maintenance or use of an antenna, or (c) unreasonably increasing the cost of installing, maintaining or using an antenna, the dish shall be placed in a location which minimizes its visibility from the Common Elements.
- 8.3 Only patio furniture is permitted on porches. No storage or household appliances are permitted on patios.
- 8.4 No additions or alterations to exterior. Enclosure of porches or carports are subject to Association approval.
- 8.5 Unit owners must make arrangements for porch items to be removed from their porches during a hurricane threat.
- 8.6 Visible seasonal decorations must be removed within two weeks of the holiday.
- 8.7 Window treatments other than curtains, draperies, shades or blinds are not permitted.
- 8.8 The backing of window treatments must be white or off-white and shall be subject to disapproval by the Board.
- 8.9 The association office shall retain a key to each unit at all times.

- 8.10 All components of the unit must be kept in proper working condition so a problem will not create damage or become an annoyance others. Repairs must be made within twenty-four (24) hours of notice from management, or the management has the right to either make or contract the repair and charge the owner.
- 8.11 Flammable or combustible liquids are not permitted in the unit at any time.
- 8.12 Florida Statutes mandate that grills may not be used on porches.
- 8.13 Grills may be used on common areas in the back of units of units located on the ground floor of all 2-story buildings and must be attended while food is cooking.
- 8.14 Grills must have a portable fire extinguisher within 5 feet of the grill at all times.
- 8.15 Charcoal grills are prohibited.
- 8.16 Grills must have a cover when stored on the porch.
- 8.17 All hurricane shutters to be installed on the Condominium Property shall comply with the applicable building code. The hurricane shutters shall be translucent corrugated plastic and shall be manufactured by a manufacturer approved by the Association. Prior to installation, the unit owner must submit the colors available from the manufacturer as well as the available style of shutters to the Board of Directors for approval. All shutters must be removed within 10 days after the storm has passed.
- 8.18 All exterior site fixtures, ornaments and accessories are subject to prior Board approval.
- 8.19 No sign of any kind shall be permitted on the Common Properties or any lot, or unit nor shall any sign be permitted on or visible from any unit, including without limitation, any signs indicating a unit is for sale or lease.
- 8.20 Patio screening and blinds are subject to Board approval.
- 8.21 Paint selections for the building exterior was chosen as part of a master streetscape and may not be changed at any time.

## **9. Storage**

- 9.1 No appliances, furniture, boxes, tool benches, tool chests, coolers, ladders, sporting equipment or any other items other than bicycles may be openly stored in the porch area.

## **10. Wildlife**

- 10.1 We value our wildlife and request that you do not feed the birds or other wildlife that comes on or near our community. They may become dependent on you for their food.
- 10.2 The office has information on Wildlife Rescue Operations should you see an animal in distress.

## **11. Rental Guidelines & Guest Registration**

- 11.1 It is recommended that overnight guests register with the management.
- 11.2 All rentals must be registered with the management office on the form provided by the Association prior to arrival.
- 11.3 If a rental arrives late at night they should unload only necessities.
- 11.4 All renters and guests of renters are subject to all of the rules and regulation of the community.
- 11.5 By submission of the rental registration form the owner or his agent acknowledges that a copy of the community rules and regulations has been given to the renter.
- 11.6 Subleasing of units is not permitted.
- 11.7 All rental units must have posted in the unit an Operations Notice that will include the phone number of the owner or his agent and the Association Management Office.
- 11.8. Any renter not adhering to the rules and regulations of the community are subject to an immediate eviction.
- 11.9 Every unit owner is ultimately responsible for the behavior of their unit residents and guests and may be charged for damages to the Association property. Rental registration forms and guidelines are available from the office or on the Association WEB Site.
- 11.10 Owners and the Rental Agencies actively leasing units within the association property must issue to the Association Certificates of Insurance for liability with a minimum of \$500,000 of coverage naming Palm Springs Condominium Association an additional insured and proof of Automobile and Workers Compensation Insurance for its employees, subcontractors or unit contractors.

## CONSTRUCTION AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ among \_\_\_\_\_ (“Owner or owners representative”), of a unit at Palm Springs Condominium and Palm Springs Condominium Association, Inc. (the “Association”).

### WITNESSETH:

WHEREAS, Owner is the Owner of \_\_\_\_\_ at Palm Springs Condominium Association and has submitted plans and or specifications to the Association for approval of construction of Improvements (the “Proposed Improvements”) in the unit in accordance with the Construction Guidelines; and

WHEREAS, Owner desires to commence construction of the Proposed Improvements and the Association desires to give such approval and to issue a letter of authorization to commence work.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Owner acknowledges receipt of a copy of the Construction Procedures and agrees to be bound by the conditions stated, copy attached and made part herein.
2. Owner acknowledges that it is Owner’s responsibility to supervise contractors, subcontractors, material men and all other parties involved in the construction of the Proposed Improvements. Owner acknowledges that any damage caused and the repair of same to the common areas or facilities of Palm Springs Condominium including the walkways, hallways, elevators, stairwells, roads, drainage ditches, trees, water, sewer and other utility pipes and facilities, is the responsibility of Owner, and Owner hereby indemnifies and holds harmless the Association against all loss, costs and expenses, including reasonable attorneys’ fees, in connection with repairing any damage caused by any construction improvements for Owner, regardless of whether or not such damage was caused by the negligence of any such party, it being the intent thereof that Owner shall be strictly liable to repair any such damage, without regard to fault.

3. In the event of any damage to any of the common areas or facilities of the Palm Springs Condominium Association, Inc., the Association shall notify Owner of the existence of such damage and of the need for repairs. If Owner does not commence repairs within ten (10) days and diligently prosecute such repairs to completion thereafter, the Association is authorized to make such repairs for the account of Owner. Furthermore, Owner shall be liable for all consequential damage proximately caused by such damage to the common areas and facilities.
4. All construction of the Proposed Improvements shall be done strictly in accordance with the plans and specifications previously submitted, and any change shall require advance approval by the Association before any work is commenced in accordance with the such changed plans and specifications. Furthermore, all construction must commence within sixty (60) days of the approvals from Association of final plans and the completion of said construction must be finalized by \_\_\_\_\_ .
4. Any violation by Owner of the provisions of this Agreement shall constitute a default under the Declaration of Association of Palm Springs Condominium Association and shall provide to the Association all of the enforcement remedies given to the Association upon the default of Owner set forth in said Declaration.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

\_\_\_\_\_  
Palm Springs Condominium Association

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

**DELIVERY AGREEMENT**

This Agreement is made between Palm Springs Condominium Association, Inc. hereinafter Association by and through its agent Keys Property Management Enterprise, Inc. and \_\_\_\_\_, \_\_\_\_\_ Residents, residing at Unit \_\_\_\_\_, Indian Harbor Beach, FL 32937, hereinafter Resident(s), on this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ subject to the following terms and conditions.

1. Association agrees to accept deliveries such as oversize mail, overnight mail, or packages on behalf of Resident(s) at \_\_\_\_\_ Lancha Circle, #\_\_\_\_\_, Indian Harbor Beach, FL 32937. Association has and retains the right to refuse any package or delivery for any reason at its option.
2. Resident(s) hereby assume ALL risk of loss of or damage to any delivery, which Association accepts. Association does not warrant or guarantee any safety or security for any deliveries accepted.
3. Resident(s) shall indemnify Association and their agents, Keys Property Management Enterprise, Inc., Palm Bay Developers and any person claiming by or through them, against all claims, actions, proceedings, costs, damages, legal fees and liabilities of any nature whatsoever, connected with, or resulting from the acceptance or handling of any delivery and/or the refusal to accept any delivery. Resident agrees to hold Association harmless for any damages resulting from the loss or damage to any delivery.
4. In the event any action is filed in relation to this agreement. Resident(s) shall pay, in addition to all other sums a reasonable attorneys fee to Association, regardless of which party institutes such action.
5. Resident(s) agree to pick up any delivery immediately upon verbal or written notification.
6. The terms hereof constitute the full agreement of the parties, and no oral statements shall have any force and effect or be binding.
7. Association may terminate this agreement at any time for any reason, and Association shall have the right to refuse any delivery for any reason.

BY: \_\_\_\_\_  
Association

\_\_\_\_\_  
Resident(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident



**AUTHORIZATION AGREEMENT FOR AUTOMATIC DEBITS**

I (we) hereby authorize Palm Springs Condominium Association, Inc., its agent Keys Property Management Enterprise, Inc. to initiate debit entries in an amount not to exceed the monthly maintenance fee as determined annually by Board of Directors from my

Checking Account

Savings Account

at the financial institution specified below. Debits shall be drafted on the 1<sup>st</sup> of each month or the 1<sup>st</sup> business day prior to the 1<sup>st</sup>.

FINANCIAL INSTITUTION: \_\_\_\_\_

BRANCH: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_

TRANSIT/ABA NUMBER: \_ \_ \_ \_ \_ (9 spaces)

ACCOUNT NUMBER: \_\_\_\_\_

This authority shall remain in full force and effect until Palm Springs Condominium Association, Inc. has received written notification from me (us) of its intent to terminate such authority and in such manner as to afford Palm Springs Condominium Association, Inc. and the financial institution named above a reasonable opportunity to act on the request.

NAME(S) ON ACCOUNT: \_\_\_\_\_

UNIT # PAYMENT IS TO BE APPLIED TO: \_\_\_\_\_

START DATE FOR TRANSACTIONS: \_\_\_\_\_

\_\_\_\_\_  
Owner/Account Holder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner/Account Holder

\_\_\_\_\_  
Date

**\*\*\*\*A VOIDED CHECK MUST BE ATTACHED TO THIS REQUEST\*\*\*\***

## COMMON AREA FACILITY USE AGREEMENT

This non-assignable Agreement is made between Palm Springs Condominium Association hereinafter Association, by and through its agent and \_\_\_\_\_, Resident(s), hereinafter Resident(s), on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ subject to the following terms and conditions.

1. Resident(s) shall use the Facility and the Inventory items in a careful, legal and proper manner. Resident(s) shall return the Facility premises and the Inventory items in as good a condition as they were prior to the use by the Resident(s). Resident(s) agree that the Facility will not be used for any illegal or immoral purpose and will not be used to conduct any business activity. Resident acknowledges that use is limited to the Facility area and does not include any facility not specifically named herein.
2. Resident(s) hereby assume ALL risk of loss of or damage to the Facility and the Inventory items from any cause. None of the Inventory items are to be taken from the Facility or any areas of the Community. Resident agrees to cause to have delivered to the Association a Certificate of Liability Insurance naming the Association as an additional insured in the amount of \$100,000. Any contractors or vendors servicing the event shall also cause to have delivered to the Association a Certificate of Liability, Workers Compensation and Vehicle Insurance prior to the event in amounts acceptable to the association given the service provided.
3. Resident(s) hereby agree that Resident(s) have fully inspected the Facility and the Inventory items and hereby acknowledge that same are in good condition and repair, and that Resident(s) are satisfied with and have accepted same in such good condition and repair, anything to the contrary being reduced to a written statement by the parties and signed by them.
4. Resident(s) herewith deposit the rental fee of \$150.00, as a non-refundable fee for the use of the Facility plus \$400.00 as a damage deposit for the performance of Residents obligations, hereunder without limiting the rights Association has to secure by other remedies available to it/them for the breach of such obligations by the Resident(s). Said deposit shall not be construed as liquidated damages. If Resident(s) do not breach the obligations hereunder, said deposit will be returned to Resident(s). Resident(s) acknowledge that parties exceeding fifty (50) persons are required to hire a security guard for the duration of the event. The association shall make the arrangements with their security company and Resident(s) will be required to prepay the security fee charged.
5. Resident(s) shall indemnify Association, and their agents, principals, employees, and any person claiming by or through them, against all claims, actions, proceedings, costs, damages, legal fees and liabilities or any nature whatsoever, connected with, or resulting from the use of the Facility and the Inventory items. Resident(s) agree that they shall indemnify Association for any and all injuries suffered to Resident(s) or Residents guests in the Facility or on the Association property.
6. The Facility and the Inventory items are to be used in connection with:

Common Area Facility: \_\_\_\_\_

Describe Function: \_\_\_\_\_ and  
not for any other purpose.

7. The time and date of such use shall be strictly from:

\_\_\_\_\_ AM/PM      TO      \_\_\_\_\_ AM/PM

**DATE:** \_\_\_\_\_

- 8. The number of occupants of the Facility or the surrounding areas shall not exceed more than \_\_\_\_\_ persons during such time.
- 9. Resident(s) agree to be present at all times during the time of such use and during clean-up, such clean-up to be immediately at the conclusion of such use, and not later.
- 10. In the event any action is filed in relation to this agreement, Resident(s) shall pay, in addition to all other sums Resident(s) may be called upon to pay, a reasonable attorney's fee to Association, regardless of which party institutes such action.
- 11. Resident(s) agree to be responsible for the proper and acceptable parking of vehicles of attendees to the above event and releases responsibility of Association should it be necessary to have vehicles towed. Resident(s) agree to indemnify Association for any claims by Resident(s) or guests for the towing of vehicles. **Arrangements for designated parking must be made prior to the event with the office or no site parking will be permitted.**
- 12. Resident(s) agree that in the event any damage occurs to the Facility the property contained therein or any property belonging to the Association, by Resident(s) or Resident(s) guests, Resident(s) shall pay for such damage within seven (7) days from the date of receipt of any bills or demands for payment. Failure to pay for this damage shall result in Association at its option terminating a rental tenancy or filing a lien upon the owners property in addition to all other remedies available by law and the agreement.
- 13. The Terms hereof constitute the full agreement of the parties, and no oral statements shall have any force and effect or be binding.
- 14. The use of the Facility may be terminated at any time by Association for any reason, and Association shall have the right to remove or cause to be removed any persons or property from the premises.
- 15. Resident(s) acknowledge that they have signed the attached Inventory and Inspection Report and same are made a part hereof to this agreement.

BY: \_\_\_\_\_  
Association

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

**PREFERRED METHOD OF COMMUNICATION FORM**

**To Palm Springs Condominium Association**

*(Please check appropriate option)*

\_\_\_\_\_ Please send all communications to me, official and informal, via email.

\_\_\_\_\_ Send only informal communications via email.

\_\_\_\_\_ I do not have email. Please fax official and informal communications to me at my fax number listed below.

\_\_\_\_\_ I do not have email. Please fax informal communications to me at my fax number listed below and mail formal communications.

\_\_\_\_\_ I do not have email or fax. Please mail all communications to me.

Date: \_\_\_\_\_

Signature(s) \_\_\_\_\_

PLEASE PRINT CLEARLY

Your Name \_\_\_\_\_

Your Unit Number \_\_\_\_\_

Email \_\_\_\_\_

Fax Number \_\_\_\_\_

Mailing Address \_\_\_\_\_

**RENTAL / GUEST REGISTRATION FORM  
PALM SPRINGS CONDOMINIUM ASSOCIATION, INC.**

Unit Owner: \_\_\_\_\_ Unit # \_\_\_\_\_ Phone: \_\_\_\_\_

Agency: \_\_\_\_\_ Emergency Phone: \_\_\_\_\_

Agent: \_\_\_\_\_

**Owner/ Agent will be charged a \$50.00 Lease Approval Fee**  
**Bill to \_\_\_ Owner \_\_\_ Agent**

Guest \_\_\_\_\_ Long Term Rental: \_\_\_\_\_ Short Term Rental: \_\_\_\_\_

Dates of Occupancy: Beginning: \_\_\_\_\_ Ending: \_\_\_\_\_

Names of Occupants: # of Bedrooms \_\_\_\_ **Occupancy Limits 2BR- 6, 3BR -8**

_____	_____
_____	_____
_____	_____
_____	_____

**Maximum Number of Vehicles allowed per Unit: 2**

Boats, Jet Skis, Commercial Vehicles, Trailers and RVs are some of the vehicles not permitted on association property; refer to complete set of rules and regulations.

Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ Color \_\_\_\_\_ Pass # \_\_\_\_\_

Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ Color \_\_\_\_\_ Pass # \_\_\_\_\_

The Owner or Owners Agent by submitting this form acknowledges that they have provided the occupant with a full set of the Associations Rules and Regulations. The Owner or Owners Agent acknowledges that any resident that does not abide by the rules and regulations of the association will be subject to eviction under F.S. 509.141

**Owner/Agent:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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**TO BE COMPLETED BY ASSOCIATION**

Registration Accepted: \_\_\_\_\_ Registration Rejected: \_\_\_\_\_  
Date Owner/Agent Notified of Rejection: \_\_\_\_\_ Reason: \_\_\_\_\_  
By: \_\_\_\_\_  
Association Representative

## PET REGISTRATION FORM

RESIDENTS NAME: \_\_\_\_\_

UNIT NUMBER: \_\_\_\_\_

PET: \_\_\_\_\_ PETS NAME: \_\_\_\_\_

BREED: \_\_\_\_\_ COLOR: \_\_\_\_\_

WEIGHT: \_\_\_\_\_

IMMUNIZATION RECORD:

DHLTP: Yes \_\_\_ No \_\_\_ CORONA: Yes \_\_\_ No \_\_\_

RABIES SHOT REQUIRED: DATE: \_\_\_\_\_ TAG # \_\_\_\_\_

Attach proof with this form.

### **Pet Rules & Regulations**

- 8.1 Two (2) pets per residence are permitted.
- 8.2 Pets must be leashed at all times when out of the unit.
- 8.3 Bags must be carried to clean up after your pet.
- 8.4 Pets must be registered in the Association office on the Pet Registration Form.
- 8.5 Excessive barking or aggressive behavior from the pet will not be tolerated.
- 8.6 Pets must have proper licensing and current shot records on file in the office.
- 8.7 Pets are prohibited in the interior courtyard.
- 8.8 The Association may require the pet be removed from the premises for failing to adhere to the above rules.

Management monitors the activity of pet owners and will issue violations for failure to have a means to pick up pet waste from the common grounds. A violation can result in the withdraw of the associations' approval of the pet. The resident will be notified that the pet must be immediately removed from the property, failing to comply with the request may be subject to all such remedies available to the association by law.

I (We) agree to the above rules and regulations:

\_\_\_\_\_  
Pet Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Pet Owner

\_\_\_\_\_  
Date