

LUCERNE PARKE CONDOMINIUM #11

BUILDINGS # 25-25-27

PURCHASE & LEASING

DOCUMENTS

For

OWNERS - PURCHASERS - LESSEES

PREPARED: 25 January 2013

Revision: 05

Lucerne Park Condominium Association # 11. Inc.

Checklist for Sales and Rental

1. Instructions For Certificate of Approval (Purchase or Lease)
2. Notice to Board of Directors of Intention to Sell or Lease
3. Instructions for Certificate of Approval (Purchase or Lease).
4. Intention to Sell or Lease
5. Leasing of Unit
6. Application for Occupancy (Page -1)
7. Application for Occupancy (Page-2)
8. Screening Letter
9. Authorization to Release
10. Consumer Credit Report and Background Release
11. Reference Request
12. Affidavit
13. Declaration of Condominium
14. ACH Authorization Agreement
15. Park Pointe Certificate of Appointment of Voting Representative
16. Homeowner Insurance
17. Emergency Key Contact
18. Pet Authorization Form
19. Phone Directory Approval
20. Recap Agreement
21. Receipt of Condominium Documents
22. Approval
23. Clearance of Funds
24. Census Update
25. Rules and Regulations
26. Certificate of Amendment
27. Rental Application – City and County
28. Questions and Answers Pages 1 and 2.

Condominium President's

NOTE: A Copy of Warrantee Deed or Lease Agreement needs to be returned to the CMC Office along with all the completed forms

LUCERNE PARK CONDOMINIUM # 11. INC.
Building 25, 26, 27

Instructions for Certificate of Approval (Purchase or Lease)

1. Complete the applicable application forms and do not leave any blank spaces if necessary insert N/A where applicable. Incomplete applications will be returned unprocessed.
2. The purchaser or lessee shall attach a check payable to Lucerne Park Condominium #11, Inc. in the amount of \$100.00 for the Application Fee, AND a \$100.00 check payable to CMC Management for the Processing Fee. Fees are non-refundable.
3. Attach a copy of your purchase or lease agreement.
4. This application will be returned unprocessed to the owner if there are any existing outstanding assessments or unpaid maintenance fees.
5. New purchasers or lessees shall be interviewed by the screening committee prior to taking occupancy.
6. It will take approximately three (3) weeks after receipt \$100.00 check and properly completed documents to process this application.
7. Moving in any furnishings and/or occupying the intended unit or any common area prior to being "screened" and granted the necessary certificate of approval is prohibited by Condominium Documents.
8. Purchaser to obtain and provide to the Board two (2) financial statements or credit bureau report.
9. Purchaser to obtain and provide to the Board two (2) personal references utilizing the reference form included in this package.

LUCERNE PARK CONDOMINIUM #11. INC.
BUILDING 25-26-27

Notice to Board of Directors of intention to sell or lease

Unit Address: _____

In accordance with the provisions of the Declaration of Condominium and related documents, this shall constitute notice of our intention to SELL____, LEASE____-condominium Unit No. _____ in Lucerne Park Condominium #11, Inc. Maximum lease shall be for one (1) year and minimum lease shall be for three (3) months each year. There will be no screening for lease renewals to same lessee.

Occupancy of the condominium unit described above is subject to age restrictions as covered by Article 11 of the Declaration as amended and recorded in the public records of West Palm Beach County on December 30, 2009. If this unit is to be occupied solely by a person or persons under the age of fifty-five (55), then additional approval is required by the Board. The Board may reject the occupancy based on age alone if it violates the guidelines established by the Department of Housing and Development for occupancy by persons under the age of fifty-five (55) years of age.

The Board maintains records of occupancy and determines whether the proposed occupancy can be permitted under Article 24.013.

Unit Owners Signature _____

Unit Owner Signature _____

Date _____

LUCERNE PARK CONDOMINIUM #11. INC.
BUILDING 25-26-27

Leasing of Unit

Unit Owners intending to lease their unit are advised that the City of Greenacres Code of Ordinance Section 5-8 and 8-72 (b) (9) requires a safety inspection and valid local Tax Business Receipt (formerly known as Occupational License) for all dwellings rental units within the city limits. A safety inspection must be scheduled within thirty (30) days of application to avoid any penalties and/or code enforcement action. It is the responsibility of the property owner to schedule such inspection.

Attached is a copy of the Rental Property Application for your use. The signature block below confirms the Board's notice and Unit Owner's acknowledgement of the requirement>

Unit Owner Signature: _____

Unit Owner Signature: _____

Date: _____

Board Member Signature: _____

Date: _____

Condominium President's

PLEASE RETURN A COPY OF COMPLETED FORM
TO CMC MANAGEMENT

LUCERNE PARK CONDOMINIUM #11. INC.
BUILDING 25-26-27

Application for Screening (Page-1)

Mortgage Company: _____

Address: _____

City, State & zip: _____

Mortgage ID/Loan Number: _____

You're Address: _____

City, State & Zip _____

Employed By: _____

Employer Telephone No. _____

How Long? _____ Department or Position _____

Bank Reference-Name of Bank _____

Address: _____

Telephone No. _____

How Long? _____ Type of account Checking Saving _____

Number of cars to be parked on property:

Make _____ Model _____

Year _____ License Plate _____ State _____

Make _____ Model _____

Year _____ License Plate _____ State _____

Applicant Signature _____

Applicant Signature _____

LUCERNE PARK CONDOMINIUM #11. INC.
BUILDING 25-26-27

Application for Screening (Page-2)

Address; _____

Date: ____/____/____ Purchase____ Lease____

Condo _____ Unit # _____

Located at: _____

Telephone No. _____

New Resident's Name: _____

New Resident's Name. _____

Date of Birth ____/____/____ SSN # ____/____/____ Status _____

Date of Birth ____/____/____ SSN # _____? ____/____ Status _____ \

Military Status: Active? yes no Spouse: Military Status: Active? yes no

Age Status (A) - Any resident 55 years of age or older

Age Status (B) - Any resident under 55 years of age but over 18 years of age

Age Status (C) - Date of birth above is correct

If you indicated "A" please provide copy of documentation to prove your age as fifty-five (55) Or older. This can be a copy of a driver's license, birth certificate, or any other document to prove that the resident is 55 or older. This type of documentation is recommended by our legal counsel to satisfy the Department of Housing and Urban Development and will be treated as confidential.

If you are going to be seasonal residents, please provide your normal seasonal dates. This will assist in preparing mailings at seasonal transition times.

Winter Season Start: ____/____/____ End: ____/____/____

If permanent resident, please check here: _____

If part-time resident, please list your away telephone No. _____

Desired date of Occupancy: ____/____/____

Emergency Contact or Next of Kin:

Name: _____ Telephone No. _____

Address: _____

City, State & Zip: _____

LUCERNE PARK CONDOMINIUM #11. INC.
BUILDING 25-26-27

Screening Application Cover Page

1. A copy of the Sales Agreement or a copy of the Lease Agreement must accompany this application.
2. It is understood that Lucerne Park Condominium Association #11, Inc., is attempting to create a community of financially responsible and congenial residents, and the applicant(s) shall be screened with such purpose in mind. The Board of Directors therefore shall have the right to reject the Applicant(s) within 30 days hereafter by written notice to the present owner. Applicant(s) represent(s) that the information submitted to the Board of Directors is true, and the present owner will rely on the recommendations and approval of the Board. The Association will make a reasonable investigation as may be deemed necessary. Applicant(s) agree(s) to hold the Owner and the Association harmless regarding the decision to approve or reject this application based on the results of the investigation.
3. Applicant(s) certify / certifies that the Declaration or Covenants and Restrictions of Lucerne Park Condominium #11, Inc., have been read, including the By-Laws, and he/she/they will abide by these documents. (Documents will be transferred to the new unit owner at the time of closing as well as all associated house and mailbox keys).
4. Applicant(s) also understands that no pets are allowed without written authorization by the association.
5. A fee of \$100.00 is required with this application. Please make Check payable to Lucerne Park Condominium Association #11, Inc.

Signature of Applicant: _____

Signature of Applicant : _____

Date: _____

Above Applicant(s) Interviewed by:

Signature: _____

Signature: _____

Date: _____

LUCERNE PARK CONDOMINIUM #11. INC.
BUILDING 25-26-27

Authorization to Release Credit Information

This form is to authorize release of banking, credit, residence and employment information and must be signed where indicated as Applicant Signature.

You are hereby authorized to release and give to the above mentioned party or their attorney or representative any and all they request concerning my banking, credit, residences and employment in reference to my/our application made for residence.

I hereby waive any privileges I may have to the said information in reference to the aforesaid party.

Applicant Signature: _____

Print Name: _____

Applicant Signature: _____

Print Name: _____

Date: _____

PARK CONDOMINIUM #11. INC.
BUILDING 25-26-27

Consumer Credit & Background Report Release

By my signature below, I authorize Lucerne Park Condominium #11, Inc. to obtain a Consumer credit report and/or Background Report on me.

This authorization is valid for the purpose of verifying information given pursuant to employment, leasing, rental, business negotiations, or any lawful purpose under the Fair Credit Act (FCRA).

The Background Report may contain information available in the Public Domain, but may not include interviews with persons other than previous employers or their agents.

By my signature below, I hereby authorize all corporations, former employer, credit agencies, educational institutions, law enforcement agencies, city, state and federal courts and agencies, military services and persons, to release all information that may have about me, including criminal and driving history. This authorization shall be valid in original or copy form.

Applicant Signature: _____

Print Name: _____

Social Security Number: _____

Date of Birth: _____

Current Address: _____

Driver's License No.: _____

Applicant Signature: _____

Print Name: _____

Social Security Number: _____

Date of Birth: _____

Current Address: _____

Driver's License No.: _____

PARK CONDOMINIUM #11. INC.
BUILDING 25-26-27

Personal Reference Form (1)

Date: _____

RE: _____

Dear _____

The person(s) named above has/have made application to purchase/lease a condominium unit in the Lucerne Park Condominium Association #11, Inc. located in the Park Pointe Community of Greenacres, Florida.

You have been given as a reference. We would appreciate a few comments regarding their character and reliability. You may be assured that this information will be kept confidential.

You may use this form to write a few comments or you may write a letter of your own. We appreciate your cooperation and thank you in advance for your prompt reply.

Sincerely,

Chairman of the Screening Board

LUCERNE PARK CONDOMINIUM #11. INC.
BUILDING 25-26-27

Personal Reference Form (2)

Date: _____

RE: _____

Dear _____

The person(s) named above has/have made application to purchase/lease a condominium unit in the Lucerne Park Condominium Association #11, Inc. located in the Park Pointe Community of Greenacres, Florida.

You have been given as a reference. We would appreciate a few comments regarding their character and reliability. You may be assured that this information will be kept confidential.

You may use this form to write a few comments or you may write a letter of your own. We appreciate your cooperation and thank you in advance for your prompt reply.

Sincerely,

Chairman of the Screening Board

LUCERNE PARK CONDOMINIUM #11. INC.
BUILDING 25-26-27

AFFIDAVIT

STATE OF _____)
COUNTY OF _____) SS:

BEFORE ME, the undersigned authority, personally appeared _____
Who, first being only sworn, an oath, deposes and says:

1. Affiant is the Owner of a unit in Lucerne park Pointe Condominium Association #11, Inc. which at:

(Subject Property)

2. Affiant agrees and acknowledges that at least one (1) person fifty-five (55) years of age or older resides on a **permanent basis** in the subject property at all times pursuant to the Association's governing document restrictions to Florida and Federal Fair Housing Laws regarding housing for older persons. More specifically, the occupants of the subject property and their ages are as follows:

Occupant: _____ age _____

Occupant _____ age _____

Occupant _____ age _____

3. Affiant further states he/she is familiar with the nature of the oath, and the penalties as provided by the laws of the State of _____ for falsely swearing to statements in an instrument of this nature. Affiant further certifies that he/she read the full facts of this affidavit and understands its contents.

Signature _____

Signature _____

STATE OF _____) SS:
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____-who _____ is personally known to me, or _____ has produced _____ as identification

Signature of Notary Public _____

Printed Name of Notary _____

Seal Here: _____

Condominium Presidents

PLEASE RETURN A COPY OF COMPLETED FORM
TO CMC MANAGEMENT

LUCERNE PARK CONDOMINIUM #11. INC.
BUILDING 25-26-27

Declaration of Condominium

ANNEX 'A' Para. 12.01- No unit Owner shall make any alterations, decorations, repairs replacements, change parts, nor place any screens, jalousies, or other enclosures on patios or any other parts of the unit, Common Elements Limited Common Elements, or Condominium Building without the prior written approval of the Association. All such requests shall be compatible with existing structure.

: ANNEX "A" Para. 29.05- In order to maintain the high standards of the community with respect to residential appearance, no trucks, or commercial vehicles, boats, house trailers, or trailers of every other description, including campers or recreational vehicle(or its equivalent), shall be permitted to be park or stored on the Condominium Property or Community Property except during periods of approved construction, nor shall any motor vehicle be parked on such property for the purpose of repairing or maintaining the same. The Prohibitions herein shall not apply to the temporary parking of trucks and commercial vehicles for pick-up and delivery and other commercial services.

Prohibited vehicles or vehicles illegally parked may be towed at the owner's expense.

Annex "A" is self-explanatory.

Please sign and return with your screening kit.

Applicant Signature: _____

Print Name: _____

Applicant Signature: _____

Print Name: _____

Date: _____

LUCERNE PARK CONDOMINIUM #11 INC.
BUILDING 25-26-27

ACH Authorization Agreement

I hereby authorize Lucerne Park Condominium Association #11, Inc. to initiate debit entries or such ACH pre-authorized payments (debits), adjusting entries, either debit or credit, which are necessary for corrections to my checking_____ savings_____ account (check one) indicated below for the purpose of monthly maintenance fees. Please attach a voided check or deposit slip.

_____	_____	_____
Financial Institution Name	City	State
_____	_____	
Transit/Routing Number	Account Number	

I understand that this authorization will remain in effect until I notify my financial institution and the Board of Directors, in writing, that I no longer desire this service, allowing reasonable time to act on my notification. I also understand that if corrections in the debit amount are necessary, it may involve an adjustment (credit or debit) to my account.

I have the right to stop payment of a debit by notifying my financial institution and the Board of Directors before the account is charged, if an erroneous debit entry is charged against my account, I have to have the amount of the entry credited to my account by my financial Institution. I agree to give my financial institution written notice identifying the entry, stating that it is in error, and requesting credit back to my account. I will provide this written notice within fifteen (15) days following the date on which I was sent a statement of my account or a written notice of such entry, or forty-five (45) days after posting, whichever occurs first.

Signature: _____ Date: _____

Signature: _____ Date: _____

Association Name: _____

Building # _____ Unit # _____ Account # _____

Print Name: _____ Phone Number: _____

**PARK POINTE COMMUNITY ASSOCIATION, INC.
VOTING CERTIFICATE**

We, the undersigned, being all of the owners of unit _____, so hereby certify that the following named one of us is the authorized voter for the foregoing unit, and shall remain such designated voter until this certificate is revoked by subsequent certificate.

NAME OF AUTHORIZED VOTER: _____
(Please Print Name)

ADDRESS:

DATE THE FORM COMPLETED _____

(Select the signature category below which describes your form of ownership and sign in the Appropriate places)

(a) We are all natural persons who are owners of the above described unit

_____ Owner _____ Owner _____ Owner

(b) We are the President or Vice President, and Secretary or Assistant Secretary (or equivalent of the Corporation of Limited Liability Corporation named _____, which owns the above described unit.

_____ President / V.P., _____ Secretary/ Asst. Sect.

(c) I am the General Partner of the general or Limited Partnership named _____ which owns the above described unit,

_____ General Partner

(d) I am the Trustee of the Trust named _____ which owns the above Described unit.

_____ Trustee

(e) I am the Administrator. Administrator / Personal Representative of the estate named _____ which represents the above described unit.

_____ Administrator/Administratrix
Personal Representative

(f) I hold Power of Attorney for _____ who is the sole owner of the Above described unit. By P.O.A. dated _____

Condominium President's

PLEASE RETURN A COPY OF COMPLETED FORM TO PARK POINTE CMC MANAGEMENT

LUCERNE PARK CONDOMINIUM #11. INC.
BUILDING 25-26-27

HOMEOWNERS INSURANCE

Date:

All Unit Owners

Our insurance policy has \$_____ deductible per occurrence in case of a building being damaged or destroyed by a hurricane, tornado, fire or any other catastrophe. If such an occurrence was to take place and one of our buildings is damaged or destroyed, the Condominium Association will be responsible for the first \$5,000.00. The Board of Directors would then have to assess the unit owners to recoup the deductible.

It is recommended that every unit owner obtain homeowners insurance including loss assessment coverage as part of the policy. Most home owners insurance companies automatically include a \$1,000.00 Loss Assessment clause in the policy. Some insurance companies will allow you to increase your loss assessment at a very low additional cost. This is advisable if your company allows it.

If the Board of Directors has to assess the unit owners, your loss assessment portion of your policy should cover your assessment. Therefore, it is very important that you obtain this coverage.

Respectfully,

For the Board

LUCERNE PARK CONDOMINIUM #11. INC.
BUILDING 25-26-27

Emergency Keys & Contact Information

TO: Unit Owners

FROM: Board of Directors

SUBJECT: Emergency Keys & Contact Information

In the interest of safety, the Board of Directors request and recommends that a key to your unit be assigned to a local relative, friend, or neighbor to gain access to your unit in your absence in case of emergency.

If you choose not to designate you keys to someone and it becomes necessary to gain forced entry to your unit, the cost will be borne by you.

Please provide the information below to the Board of Directors:

Name: _____

Address: _____ **Building Number:** _____

Phone (FL): _____ **Cell:** _____

Email: _____

EMERGENCY CARETAKER OR CONTACT IN FLORIDA:

Name: _____ **Has Key: Yes** _____ **No** _____

Phone: : _____ **Cell:** _____

EMERGENCY PERSON CONTACT:

NAME: _____

PHONE: _____ **CELL :** _____

Condominium Presidents:

PLEASE RETURN A COPY OF COMPLETED FORM
TO CMC MANAGEMENT

LUCERNE PARK CONDOMINIUM #11. INC.
BUILDING 18 – 21

Pet Authorization Form

Initial _____ Park Pointe Community Association permits unit owners one (1) dog, of which the adult weight shall be twenty-five (25) pounds or less or one (1) cat, Other small pets and small birds shall also be permitted in individual units. Only one (1) pet per unit.

Initial _____ Pets shall be leashed on the common elements. Unit owners are responsible for picking up their pet's waste immediately. Pets are not to be curbed near the buildings, walkways, shrubbery, gardens or any other public space including, without limitation, the Clubhouse and all other recreational spaces.

Initial _____ Pets shall not be kept on balconies where they may create a nuisance to neighbors by barking or otherwise. Unit owners assume full responsibility for any damage to persons or property caused by their pet.

Initial _____ Persons renting for less than six (6) months, as well as visitors and guests of owners, shall not be permitted to bring nor have any pets on the property.

Initial _____ If you will be bringing a pet to Park Pointe now or at any time in the future, this form must be completed. Additionally, a photograph of the pet for identification purposes, as well as veterinary records indicating the weight of your pet must be submitted with this form.

Type of Pet (Check one):

Dog: _____ **Cat** _____ **Other** _____

I (we) understand that if I/we will be obtaining a pet in the future, this information must be completed and provided to Lucerne Park Condominium Association #11, Inc. I/we further certify that the information and photograph provided is a true representation of the pet I/we will be bringing to Park Pointe.

Unit Owner Signature _____

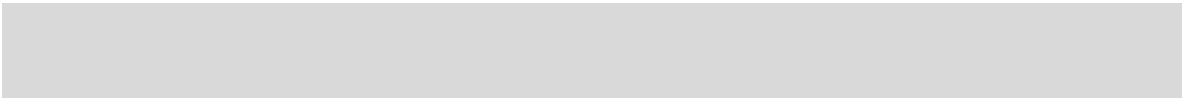
Print Name _____

Date _____

Unit Owner Signature _____

Print Name _____

Date _____



LUCERNE PARK CONDOMINIUM #11. INC.
BUILDING 25-26-27

Phone Directory Approval

By providing the information below and signing this document you authorize Park Pointe Community Association to publish your phone number in the Park Pointe phone directory. This is not mandatory and if you choose not to provide authorization, your phone number will not be published and the directory will be limited to your name and address provided to the association for notice purposes.

Name _____

Address _____

Building and Unit Number _____

Phone No. _____

If a temporary resident, please provide your permanent address for mailing purposes:

Address _____

Closing Date: _____

Unit Owner Signature: _____

Unit Owner Signature _____

Condo President's

PLEASE RETURN A COPY OF COMPLETED FORM
TO CMC MANAGEMENT

LUCERNE PARK CONDOMINIUM #11. INC.
BUILDING 25-26-27

Recap Agreement

I agree that _____

Was/ were the person(s) that were interviewed on _____ and that I/we are over 55 years of age. One person the age of 55 years must live in the unit at all times

No person (s) between the ages of eighteen and fifty-five (55) shall permanently reside in this unit unless a person over 55 years of age is permanently residing in the unit at the same time. No person under the age of 18 years may reside permanently in the unit.

One (1) dog or (1) cat with the adult weight of twenty-five (25) pounds is permitted in each unit.

No trucks or motorcycles can be parked overnight in Park Pointe.

A key to the unit for emergency purposes must be available with a local resident. Lucerne Park Condo #11 Inc. must have a local contact to get in touch with in case of a problem.

Applicants Signature _____

Print Name _____

Applicants Signature _____

Print Name _____

State of _____)

) ss:

County of _____)

Subscribed and sworn to before me this _____ days of _____, 20_____

By _____ who _____ is personally known to me, or _____

Has produced _____ as identification.

Signature of Notary Public _____

Printed Name of Notary _____

My Commission Expires _____

Seal here.

LUCERNE PARK CONDOMINIUM #11. INC.
BUILDING 25-26-27

Receipt of Condominium documents

Buyer _____

Seller _____

Condominium Unit _____ Building _____

On the date set below, Buyer received from Seller or seller's Agent. Representative the following documents:

1. Current Declaration of Condominium establishing the unit.
2. Current articles of Incorporation of the Association
3. Current By-Laws of the Association'
4. Current Rules and Regulations of the Community Association
5. Question and Answer Sheet by the Condominium Association

Buyer (s) acknowledge that on the date set forth below, Buyer has received the documents described above in accordance with Chapter 718 of the State of Florida Statutes and that all right to review such documents and to avoid any contract executed by Buyer(s) for the purchase of the unit run from date set forth below. A photocopy of this receipt for Condominium Documents and any signature hereon shall be considered for all purposes as an original.

Buyers Signature:: _____

Printed Name _____

Buyers Signature _____

Printed Name _____

Date _____

TO BE FILLED OUT BY APPLICANT(S)
(Please type information or print clearly)
FOR CMC OFFICE USE ONLY

This is a Purchase **or** **This is a Rental**

Association: _____

If Purchase, projected closing date: _____

If Rental, Lease Term from _____ **to** _____

Address of Unit: _____

Applicant Name: _____

Co-Applicant Name: _____

Billing Address if different from Unit Address: _____

Phone # _____ **Phone #** _____

Email: _____

Email: _____

This form is to be submitted to the Accounting Department by the Manager after approval of application.

LUCERNE PARK CONDOMINIUM #11. INC.
BUILDING 25-26-27

Certificate of Approval

This is to certify that _____
Has/have been approved by the Lucerne Park Condominium Association #11, Inc. as the purchaser(s) of the following described property in Palm Beach County.

Unit #: _____, Located at: _____
Lucerne Park Condominium Association #11 Inc. According to plot thereof, recorded in the Official record Book No. _____, Page #: _____ of the Public Records of Palm Beach County, Florida.

Such approval has been given pursuant to the provisions of Article 22 of The _____ Declarations of Covenants and restrictions of Lucerne Park Condominium Association #11, Inc...

Dated this _____ day of _____, 20 _____

Lucerne Park Condominium Assoc. #11, Inc.

By: _____ Director: _____

STATE OR FLORIDA)

(Ss:

COUNTY OF PALM BEACH

Before me, an officer duly qualified to take acknowledgements personally appeared _____ an officer of the above named association, to me known to be a person described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same as such officer thereunto duly authorized.

Witness by the hand and official seal in the county and state last aforesaid this _____ day of _____, 20 _____.

Seal: Notary Public Signature _____
Print Name Notary _____
State of Florida At Large

My Commission Expires: _____

LUCERNE PARK CONDOMINIUM #11, INC.
BUILDING 25-26-27

Clearance of Funds

This is to certify _____ have been approved by
LUCERNE PARK CONDOMINIUM ASSOCIATION #11 INC., as the Purchasers of the
following described property in Greenacres Florida: **“Contingent upon clearance of
funds for payment in full owned to the Association and any/ all violations being
corrected”.**

Lucerne Park Condo #11, Building # _____ Unit _____

Address: _____

Such approval has been given pursuant to the provisions of Article 22 of the Declaration of
Covenants and Restrictions of Park Pointe.

Dated this _____ day of _____ 20____.

LUCERNE PARK CONDOMINIUM ASSOCIATION #11 Inc.

By: _____

President

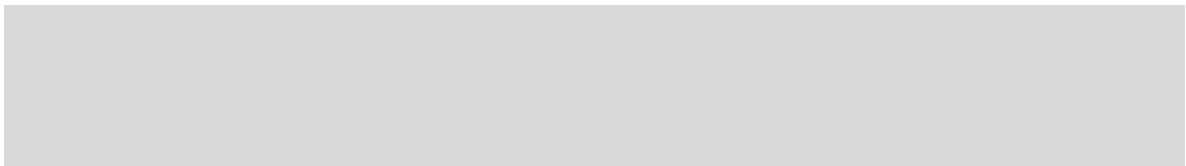
State of Florida
County of Palm Beach

Sworn to and subscribed before me this _____ Day of _____ 20____ _

Signature Notary Public: _____

Commission Expires: _____

Seal Here



LUCERNE PARK CONDOMINIUM #11. INC.
BUILDING 25-26-27

20 Census Report

Date: _____

Condo No. _____ Unit No. _____ Number of Residents _____

Permanent Residents: Yes _____ No _____ (Check One)

Name _____ Age _____

Name _____ Age _____

Condominium President's

PLEASE RETURN A COPY OF COMPLETED FORM
TO CMC MANAGEMENT
INCLUDE A COPY OF YOUR LICENSE.

PARK POINTE COMMUNITY ASSOCIATION RULES AND REGULATIONS FOR USE OF PROPERTY

The Rules and Regulations hereinafter delineated shall be deemed in effect, and shall apply to and be binding upon all UNIT Owners. The Unit Owner (s) shall, at all times, obey said Rules and Regulations and shall use their best efforts to ensure said Rules and Regulation are faithfully observed by their families, guest, invitees, servants, lessees, and persons over whom they exercise control and supervision.

- 1. Sidewalks: The sidewalks, entrances, passages, stairways and all of the common elements must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the unit. No carriages, bicycles, wagons, shopping carts, chairs, benches, tables or any other object may be stored thereon.
Initial _____

- 2. Obstructions: No garbage cans, supplies, or other articles shall be placed on balconies, or on the staircase landing. Neither shall any clothing, curtains, rugs, mops, or laundry of any kind or other articles be hung from any of the windows, doors, balconies, or exposed on any part of the common elements. Fire exits shall be kept free and clear of rubbish, debris, and other unsightly material. Flower pots, plants and bric-a-brac are not permitted on walks and landings.
Initial _____

- 3. Garbage: Refuse, bagged garbage and recyclable material shall be deposited only in dumpsters and recycle bins provided.
Initial _____

- 4. Window Coverage: No person shall install or permit to be installed any window mounted or through the wall air conditioning unit, or any paper, foil, or reflective covering in any building unless approved by the Architectural Committee
Initial _____

- 5. Terrace Limitation: No awning, shutter or other projection shall be attached to or placed upon the outside walls, doors or roof of the building without the consent of the Board of Directors and/or the Architectural Committee.
Initial _____

- 6. Hurricane Preparedness: Each Unit Owner who will be absent from their unit during hurricane season (1 June through 30 November) must prepare their unit prior to departure by:
 - a. Removing all furniture, plants and other material from the terrace.
 - b. Designate a responsible firm or individual to care for the unit should the unit suffer hurricane damage. Providing the Condominium Board of Directors with the name (s) of such firm or individual. Such firm or individual shall contact the Condominium Board of Directors for clearance to install, or remove shutters.
Initial _____

- 7. Exterior Buildings: All screen doors must be uniform and approved by the Architectural Control Committee. Painting of the concrete walls of the patios must be kept the same color of the exterior of the building.
Initial _____

- 8. Appurtenance to Buildings: No television, radio or other type of antenna or solar panels shall be erected on the exterior of any building without the consent of the Board of Directors. Clothes lines may not be erected on or over any portion of the property.
Initial _____

Rules and Regulations

9. Signs: No resident shall post any advertisement or poster of any kind in any unit, building, vehicle or elsewhere on the property including, without limitation "for Sale and / or rent signs, except as authorized by the Board of Directors.
10. Storage: The personal property of all unit owners shall be stored within the Condominium unit.
- ~~11. Vehicles: No unit owner shall store or leave boats, trailers, commercial vehicles, trucks,~~
motorcycles, or recreational vehicles on the condominium property except during periods of approved construction.
12. Parking: The parking facilities shall be used in accordance with the regulations adopted by the Board of Directors. No repair of vehicles shall be made on the common area except for emergency repairs. All vehicles shall be parked head-in. Parking is not permitted on any of the roadways, landscaping or grass areas of the property. A Park Pointe issued parking decal is required on all vehicles; temporary passes are available for visitors.
13. Commercial Activity: No commercial activity of any kind shall, take place on the property. This includes, but not limited to tags sales, yard sales, moving sales.
14. Noise: No person shall make or permit any disturbing noise in any building or permit anything to be done therein which will interfere with the rights, comfort or conveniences of any other person. No person shall play upon or suffer to be played upon any musical instrument or permit to be operated a stereo, CD player, radio or television between the hours of 12:00 midnight and 7:00 AM if same shall disturb or annoy other residents.
15. Assessments: All Association assessments shall be paid when due.
16. Pets: Each unit shall be permitted one (1) dog; the adult weight of which shall not exceed twenty-five (25) pounds or one (1) cat to be kept indoors. Pets shall be leashed on the common property areas. Unit owners are required to immediately clean up waste from their pet on the common areas. Only one (1) pet per unit. Persons renting units less than six (6) months, as well as visitors and quests, shall not be permitted to have pets on the property.
17. Age Restriction: In accordance with the Association policy to maintain the Community as an older persons (adult) community, it shall be required that at least eighty (80%) of the units shall be occupied by one person over the age of fifty-five (55) years. Persons under 55 years of age, but eighteen (18) years of age or older may permanently reside in the unit provided there is someone 55 years of age or older permanently residing in the unit. No person under the age of eighteen (18) years of age may reside permanently under any circumstances.

Nothing herein shall be construed to prohibit the occasional use by a person under the age of eighteen (18) years, providing it is a temporary basis not to exceed thirty (30) days per calendar year.
18. Rental Unit: No Unit Owner may lease or rent their unit without first having complied with the specific portion of the Declaration of Condominium relating to rentals. Screening Committee approval is required. The pet regulations shall also apply to yearly renters. (insert rental exclusions, if any e.g. ownership period before rental is allowed).

Rules and Regulations:

19. Pool Use: Use of the pool is for Unit Owners/ Lessees and their guests. Rules for the pool use are posted at the pool area. No person in any form of diapers is permitted in the pool. There is a children's pool available for children with diapers.

20. Sunbathing and Lounging: No sunbathing or lounging is permitted outside the front or rear of the buildings. The pool area provides lounge chairs for this purpose.

21. Undue Influence: No unit owner shall direct, supervise, or in any manner attempt to assert control over employees of the management company or the Association.

22. Complaints: Complaints regarding the services of the condominium shall be made in writing to the management company and thereafter the Board of Directors.

23. Landscaping: No individual landscaping or gardening is permitted without prior written approval of the Architectural Control Committee.

24. Large Gatherings: Unit owners having large gatherings or parties shall instruct their guest to use the Clubhouse parking lot areas.

25. Functions: No person shall be permitted to use the recreational facilities of the Association, except in accordance with the rules and regulations established by the community Board of Directors. An Application for private use of the facilities and the guidelines are available from the management company during normal business hours.

26. Rules & Regulation: Provisions in the nature of rules and regulations are specified in the Declaration of Condominium.

27. Additional Rules & Regulations: The Board of Directors of the Community and/or Condominium Association reserves the right to make additional rules and regulation as may be required from time to time without consent of the members. These additional rules and regulations shall be as binding as all others previously adopted. Additional Rules and Regulations regarding use of the property and clubhouse area are printed in the front pages of the telephone directory.

Buyer /Lessees Acknowledges receipt of the Rules and Regulations:

Buyer/Lessees Signature: _____

Printed Name: _____

Buyer/Lessees Signature: _____

Printed Name: _____

Date: _____

DATE:

TO: Unit Owner within Lucerne Park Condominium Association #11, Inc.

FROM: Board of Director's Lucerne Park Condominium Association #11, Inc.

SUBJECT: Unit Leasing

1. Unit owners intending to lease their unit are advised the City of Greenacres Code of Ordinance section 5-8 and 8-72 (b) (9) requires a safety inspection and valid Local Tax Business Receipt (formerly known as Occupational License) for all dwelling rental units located within the city limits. A safety inspection must be scheduled within thirty (30) days of application to avoid any penalties and/or code enforcement action. It is the responsibility of the property owner to schedule such inspection.
2. Attached is a copy of the Rental Property Application for your use. The below signature block confirms the Board's notice and unit owner's acknowledgement of this requirement.

Board Member Signature

Unit Owner's Signature

Date: _____

Date: _____

Lucerne Park Condominium Association #11, Inc.
Buildings # 25-26-27, Page 1

New Resident Frequently Asked Questions and Answers

- TO THE AMENDED AND RESTATED
 DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
 EASEMENTS, CHARGES AND LIENS OF PARK POINTE
- The original Declaration of Covenants, Conditions, Restrictions, Chapter 718 of the Florida Statutes of Park Pointe is recorded in Official Record Book 4173 at Page 744 in the Public Records of Palm Beach County, Florida. The Amended and Restated Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens of Park Pointe is recorded in Official Record Book 13034 at Page 0291, in the Public Records of Palm Beach County, Florida.
- As indicated herein, words underlined are added and words struck through are deleted.
- Q. What are the Condominium Documents and whom do they govern?
 A. The Condominium Documents are Documents under Florida Condominium Law, which govern the actions on the Condominium Property Directors to perform the acts and duties necessary and desirable for the management of the units and common elements in the Park Pointe Condominium Association under Chapter 718 of the Florida Statutes (see Declaration of Condominiums 2.01-2.05); such as operations, maintenance, repair, improvements and reconstruction.
- Q. How is Park Pointe Governed?
 A. The affairs and property of the Association are managed and governed by a Board of Administration composed of seven (7) persons/Directors (See Exhibit 2.601).
- Q. What are my voting rights in the Condominium Association?
 A. Owners have one (1) vote per condo. ~~These Directors shall be elected by the members in accordance with the by-laws at regular annual meetings of the Association (See Declaration of Condominium 2.601).~~ Restated Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens of Park Pointe ("Declaration") shall be amended as follows:
 11.01.21. No person shall be permitted to reside permanently, in the Development who has not attained the age of sixteen (16) eighteen (18) years. Nothing herein shall be construed so as to prohibit the occasional use of any unit by a person under the age of sixteen (16) eighteen (18) years of age, provided such use is on a temporary basis and pursuant to the rules and regulations of the Association.
- Q. What restrictions exist in the condominium documents on my right to use my unit?
 A. Sale or rental of a unit must go through a screening process. Buyer(s) must be 55 years of age or older. You cannot rent for less than (3) months and only once per year. Screening requires filling out information sheets, a \$100.00 fee, a copy of the sales agreement, two (2) letters of recommendation, as well as two (2) credit clearances from bank or credit bureau indicating that buyer has a satisfactory credit rating. Consult condo documents and/or telephone directory for restrictions regarding animals, architectural changes and special vehicles.
 Item 2: Article 11, Section 11.01.22 of the Declaration shall be amended as follows:
 11.01.22. In accordance with Association policy to maintain the Community as an elder persons (adult) community, it shall be required that at least eighty percent (80%) of the units shall be occupied (including renters) by one person per calendar year (Article 22.04), no more than two (2) persons per bedroom unit. \$100.00 screening fee required unless a renewal of lease in any unit, as long as at least eighty percent (80%) of the units are occupied by at least one occupant who is fifty-five (55) years of age or older. The Association shall have the authority, but not the obligation, to allow persons under the age of fifty-five (55) years to occupy up to twenty percent (20%) of the units. However, any person under the age of fifty-five (55) years who occupies any such unit shall be required to either be a spouse, child or other person who has inherited the unit from the previous Owner who was fifty-five (55) years of age or older.
- Q. What restrictions exist in the condominium documents on leasing of my unit?
 A. NO pets; no subleasing approval by condo association; three (3) months minimum; once per calendar year (Article 22.04); no more than two (2) persons per bedroom unit. \$100.00 screening fee required unless a renewal of lease in any unit, as long as at least eighty percent (80%) of the units are occupied by at least one occupant who is fifty-five (55) years of age or older. The Association shall have the authority, but not the obligation, to allow persons under the age of fifty-five (55) years to occupy up to twenty percent (20%) of the units. However, any person under the age of fifty-five (55) years who occupies any such unit shall be required to either be a spouse, child or other person who has inherited the unit from the previous Owner who was fifty-five (55) years of age or older.
- Q. Do I have to be a member in any other association? If so what is the name of the Association and what are my voting rights in this association? Also how much are my assessments?
 A. No.
- Q. Does Lucerne Park Association #11 have a Reserve Account for Capital Expenditures?
 A. Yes, we have a reserve account for roofs, painting, stairways and walkways for buildings. The Community Association has a reserve for clubhouse roofs, swimming pool, clubhouse painting, paving, resurface tennis courts, A/C replacement and landscaping.

**Lucerne Park Condominium Association #11, Inc.
Buildings # 25-26-27, Page 2**

Q. Am I required to pay rent or land use fees for recreational or other commonly used Facilities? If so, how much am I obligated to pay annually?

A. No. However, if renting the clubhouse for a private party, then a security deposit and stipend is required – the amount is predicated upon the number of persons attending to cover cost of cleaning and maintenance. Check with the office for current rates.

Q. Is the Condominium Association or other mandatory membership association involved in any court cases in which it may face liability in excess of \$100,000? If so, identify each case.

A. No.

Q. How many units are there in Park Pointe?

A. There are 488 units in the community including 32 in the Lucerne Park Condo Association #11.

Q. What recreational and other facilities are there?

A. Amenities include a clubhouse, pool, three tennis courts, walking paths, picnic area, sauna, gym, pool table, bocce court, library and shuffleboard.

Q. What parking facilities are there?

A. There is one assigned parking space for each unit and numerous guest spaces throughout the community.

Note: The statements contained herein are only summary in nature. A prospective purchaser should refer to all references, exhibits hereto, the sales contract and the condominium documents.

Buyer/Lessees Signature: _____

Printed Name: _____

Buyer/Lessees Signature: _____

Printed Name: _____

Date: _____

