

Village at Swinton Square SALE AND LEASE APPLICATION APPROVAL

The Association shall review the proposed Sale or Lease Application within ten (10) business days of receipt of required information, documents and fees. A Certificate will be issued indicating the Association's approval of the transaction. In the event of a sale it shall then be the responsibility of the purchaser to furnish the Association with a recorded copy of the deed of conveyance indicating the owner's mailing address for all future assessments and other correspondence from the Association. Please ensure all required items are submitted – doing so will ensure the application is processed in a timely manner.

APPLICANT must submit:

- Completed Purchase and Lease Information Application
- Prospective Owner / Lessee Acknowledgement
- Signed copy of Sale or Lease Contract
- Applicant Authorization form for the credit and background check for each applicant over age 18 for both a Purchase & Lease
- \$100 Application Fee (non-refundable) made payable to GRS Management Associates, Inc. (certified bank check or money order only)
- \$1000 Common Area Security Deposit made payable to Village at Swinton Square (certified bank check or money order only)
- Copy of Drivers License & Vehicle Registration
- Current tag / veterinarian certificate for pets.
- Relationship Affidavit
- Work Force Housing Permit (For Applicable Units Only)
- Landlord Permit (For Leasing Only)

Items must be submitted to:

GRS Management Associates, Inc.
3900 Woodlake Blvd., Suite 309
Lake Worth, Florida 33463

Other Information:

- Pet restriction: Up to 2 pets, 40LB maximum weight per pet
- Owners are to ensure that their tenants/buyers are provided the governing documents
- Owners are responsible for providing tenants/buyers with common area keys
- Owners must have any open violation(s) closed out and account paid current by time of closing
- No commercial vehicles

Thank you in advance for your cooperation in following this process. If you have any questions please contact GRS Management Associates, Inc. 561-641-8554 or email hpeaty@grsmgt.com

Village at Swinton Square Condominium Association, Inc
PURCHASE AND LEASE INFORMATION APPLICATION

PURCHASE / LEASE INFORMATION

Address: _____ Closing/Move in Date: _____

Agent's Name: _____ Email: _____ Phone: _____

CURRENT HOMEOWNER INFORMATION

Name(s): _____ E-Mail Address: _____

Phone: _____ Alternate Phone: _____

PURCHASER/LESSEE INFORMATION (List Occupants over 18 use additional forms if necessary)

Name: _____ Phone: _____ Email: _____

Name: _____ Phone: _____ Email: _____

Name: _____ Phone: _____ Email: _____

Current Address: _____

Check which address to use for mailings: Association Address Alternate Address

Alternate Mailing Address: _____

PETS

Dog † Cat Breed: _____ Weight: _____

Dog † Cat Breed: _____ Weight: _____

*Attach current tag/veterinarian certificate. No animal may be kept in the unit, which in the judgment of the Board, results in a nuisance or is obnoxious to the residents in the vicinity. No owner shall be permitted to maintain in his or her unit a bull terrier (pit bull) or any dog or dogs of mean or of violent temperament or otherwise evidencing such temperament.

VEHICLES (List all vehicles, use additional forms if necessary)

Make: _____ Model: _____ Tag Number: _____

Make: _____ Model: _____ Tag Number: _____

PLEASE SIGN BELOW

Homeowner: _____ Date: _____

Purchaser/Lessee: _____ Date: _____

Purchaser/Lessee: _____ Date: _____

Purchaser/Lessee: _____ Date: _____

Complete this form and submit to GRS Management Associates, Inc.
3900 Woodlake Blvd., Suite 309, Lake Worth, Florida 33463 - An interview may be required.

Association Approval: _____ Date: _____

**Village at Swinton Square Condominium Association, Inc
PROSPECTIVE OWNER/LESSEE ACKNOWLEDGEMENT**

The undersigned being a prospective Owner or Lessee applicant of address:

In Village at Swinton Square acknowledges that (she, he, or they) have read, understand, and agree to follow and abide by all the terms and conditions of the following:

- (a) Declaration of Covenants, Restrictions and Easements
- (b) Bylaws
- (c) Current Rules & Regulations
- (d) Certificate of all Amendments to the Declaration of Covenants and Restrictions for

Dated: _____

Purchaser/Lessee Signature: _____

Dated: _____

Purchaser/Lessee Signature: _____

Dated: _____

Purchaser/Lessee Signature: _____

The documents listed above may be obtained from the GRS Management Associates, Inc. website: www.grsmgt.com

Acknowledgement (Page 1 of 2)

- I understand that I am moving into a deed restricted community. I (we) will hereby agree to abide by the Rules & Regulations for this community. Under Florida Law, I understand it is the landlord's responsibility to provide me with these items.
- I understand that the Rules & Regulations can be amended or changed for the association by the Board of Directors from time to time.
- I understand that two pets are allowed with a maximum mature weight of 40lbs (no aggressive breeds)
- I understand the application process can take up to 30 days, and agree I will NOT occupy the premises prior to my orientation and certificate of approval being issued.
- I understand that commercial vehicles are not allowed to be parked on this property overnight.
- I understand that this community may have parking restrictions that include, but are not limited to parking decals, guest parking passes and gate access devices. It is my responsibility to verify these restrictions before I or my guests enter the property with a vehicle.
- I understand that the hours for moving of furniture either in or out are 8:00AM through 11:00PM.
- I understand that if the owner of the unit falls behind, or otherwise becomes delinquent on any payment obligation to the Association, upon notification by the Association, I will tender my rental payments to the association and will receive a receipt to provide my landlord so that the amount can be credited against my rental payment obligation to the landlord.
- I understand that should I fail to tender my rent to the Association upon demand I can be evicted by the Association.
- I understand the unit owner must have approval from the City of Delray Beach to rent out unit

Acknowledgement (Page 2 of 2)

IF YOU ANSWER YES TO ANY OF THE FOLLOWING QUESTIONS, PLEASE EXPLAIN THE CIRCUMSTANCES REGARDING THE SITUATION ON A SEPARATE SHEET OF PAPER ATTACHED TO THE APPLICATION.

Have you ever had an eviction filed against you?

Applicant: YES _____ NO _____ Spouse: YES _____ NO _____

Have you ever left owing money to any owner or landlord?

Applicant: YES _____ NO _____ Spouse: YES _____ NO _____

Have you ever had adjudication withheld or been convicted of a crime?

Applicant: YES _____ NO _____ Spouse: YES _____ NO _____

Applicant acknowledges that false or omitted information herein may constitute grounds for rejection of this application, determination of occupancy approval, and / or forfeiture of fees or deposits. I / we certify under penalty of perjury that I/we agree to and understand all items on these pages and in this application for occupancy.

(Applicant's Signature)

(Applicant's Name Printed)

(Spouse's/Co-Applicant's Signature)

(Spouse's/Co-Applicant's Name Printed)

(Date Signed)

(Date Printed)

PET ACKNOWLEDGMENT FORM

Complete and sign section A if you “DO NOT” own a pet

SECTION A:

Name: _____

Address: _____

Telephone number: _____

I DO NOT OWN A PET: _____

Signature required

Complete and sign section B if you “DO” own a pet(s)

SECTION B:

Name: _____

Address: _____

Telephone Number: _____

Type of pet: _____ Type of pet: _____

Weight of pet: _____ Weight of pet: _____

Pet's name: _____ Pet's name: _____

Pet's color: _____ Pet's color: _____

****YOU MUST INCLUDE PICTURE OF PET FOR IDENTIFICATION PURPOSES****

Please remember all dogs are to be walked on a leash, the dog's owner is responsible for the removal of their dogs excretion. **ALL Rabies and Pet Vaccination verification documentation must be provided with this form. [Contact 855-223-1678 for records if you need assistance with your pet]**

By signing below I verify I have read and understand the above and will abide by the rules and regulations of the community.

Signature required

VSS Parking Policy

Owner's and Renter's automobiles shall be parked in the garage of a Unit and/or in the adjoining driveway which are solely for non-commercial vehicles with a current passenger registration. No vehicle which cannot operate on its own power shall be permitted to remain on the Condominium Property for more than 48 hours. No Unit Owner or Renter may park any vehicle in guest parking spaces. Units with 2 car garage (or Avalon) have 4 parking spaces (2 in the garage and 2 in the adjoining driveway). All other Units have 2 parking spaces (1 in the garage and 1 in the adjoining driveway). No garage shall be converted into a general living area unless specifically approved by the Board. Garage doors shall remain closed at all times, except when vehicular or pedestrian access is required. No vehicle shall be permitted to park on the sidewalk or grass or the owner WILL be fined a \$100 fine and will be responsible for collecting this from the tenant.

VSS Litter Policy

No article of personal property shall be hung or shaken from the doors or windows of any Unit. No Unit Owner or Renter shall sweep or throw from his or her Unit any dirt or any other materials. No garbage, trash, refuse or rubbish shall be deposited, dumped, or kept on any part of the Common Elements except closed containers placed for pick-up in accordance with the Rules promulgated by the Board.

VSS Occupancy Policy

The Village at Swinton Square Condominium Association is a Single-Family Community and does not permit occupancy of anyone other than a family. ROOMMATES ARE NOT PERMITTED. ADDITIONAL INFORMATION CAN BE FOUND IN SECTION 6.1.3 IN THE ASSOCIATION DECLARATIONS.

By signing below I verify I have read and understand the above and will abide by these and all other rules and regulations of the community.

Signature required Unit Number

LEASE ADDENDUM

VILLAGE AT SWINTON SQUARE

Proof of approval from City of Delray Beach required before this application is approved.

Unit Address: _____

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

The Lessor and Lessee specifically acknowledge and agree that the Association is hereby empowered to act as agent for the lessee with full power and authority to take such action as may be required to compel compliance of the Association, its supportive Exhibits in the Florida Statute FS 718 or FS 720 as it applies and the Rules and Regulations of the association. The approval of the proposed lease Agreement by the Association is expressly conditioned upon the observance of provisions contained in this addendum. Any breach of the terms hereof shall give the Association the authority to take immediate steps to terminate the Lease Agreement. The Lessor acknowledges that he remains responsible for the acts of Lessee and Lessees family and guests. Lessor agreed that he remains responsible for any costs incurred by the Association, including attorney's fees and costs pre-litigation, at trial and for any appeals, in remedying violations of the Addendum and/or violations of the Association documents.

I (We) have been provided a copy of the current Association rules and regulations, and I (we) agree to be bound by the terms thereof, as a condition for the approval of this application.

I (We) hereby make application for occupancy of the above described Association unit/home and understand that a credit check, criminal check, and eviction search; as well as verification of the information given will be obtained prior to acceptance of this application.

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

Date: _____

Owner: _____ Tenant: _____

Owner: _____ Tenant: _____



3900 Woodlake Blvd., Suite 309
Lake Worth, FL 33463
Phone (561) 641-8554 Fax (561) 641-9448

APPLICANT AUTHORIZATION

I, hereby, authorize and request any present or former landlord, employer, school, police department, financial institution, agency or other persons having personal knowledge about me, to furnish bearer with any and all information in their possession regarding me in connection with an application for residence.

I, hereby, authorize GRS Management Associates, Inc. to provide information to First Advantage Background Services, Corp. to obtain and verify such information including accessing consumer reporting agencies as well as performing a criminal and eviction record search.

I have been notified that a consumer report will be requested and understand that the information that First Advantage Background Services, Corp. obtains is to be used in the processing of my purchase or lease application.

I, hereby, release and hold harmless GRS Management Associates, Inc. and First Advantage Background Services, Corp., its affiliates, employees and agents and any other organization that provides information from any and all liabilities arising out of the use of such information in connection with First Advantage Background Services, Corp.

Print Applicant's Name: _____

Applicant's Signature: _____

Date: _____

Social Security Number: _____

Date of Birth: _____

Driver's License Number: _____

State: _____

Print Applicant's Name: _____

Applicant's Signature: _____

Date: _____

Social Security Number: _____

Date of Birth: _____

Driver's License Number: _____

State: _____

**AFFIDAVIT OF RELATIONSHIP STATUS IN ACCORDANCE WITH SINGLE-FAMILY
COMMUNITY DECLARATION IN FLORIDA CONDOMINIUMS**

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, personally appeared _____ and _____, who after being duly sworn, deposes and states that these two individuals are related as defined by Florida Statute and are furthermore considered "Related" or "In a Relationship" within the guidelines of the law.

Please describe the relationship type: _____
(e.g., Domestic Partners, Cousins, Siblings, In-Relationship, etc.)

These individuals understand that the **Village at Swinton Square Condominium Association, Inc.** strictly prohibits non-related occupants from leasing which would be defined as roommates unless they are in a consensual relationship and identify themselves as a couple OR are related family members. Please be advised that these occupants are limited to the number of parking spaces assigned to the unit according to the Declaration of Condominium and this Affidavit does not waive any other Declarations, Rules, or Regulations.

Please be advised that fraudulent intent of obtaining occupancy, providing false information, and shall by such false statement, shall be guilty of a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083. and will be grounds for immediate cancellation of your lease and eviction.

BY: APPLICANT 1

Sign _____
Print _____

AND

APPLICANT 2

Sign _____
Print _____

Sworn to and subscribed before me this _____ day of _____, 20____.

NOTARY PUBLIC - STATE OF FLORIDA

Personally Known _____ OR
Produced Identification _____

Type of Identification

Sign _____
Print _____
My Commission expires:

RULES AND REGULATIONS FOR **VILLAGE AT SWINTON SQUARE CONDOMINIUM**

The following Rules and Regulations govern the Village at Swinton Square Condominium. All initially capitalized terms not defined herein shall have the meaning set forth in the Declaration of Condominium for Village at Swinton Square Condominium. These Rules and Regulations have been promulgated by the Board, and are subject to change from time to time.

1. The sidewalks, entrances, and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property; nor shall any carts, bicycles, carriages, chairs, tables or any other similar objects be stored or left therein.
2. The personal property of Unit Owners must be stored in their respective Units. Any personal property left on the Common Elements for, in the Board's discretion, an unreasonable period of time may be treated as abandoned property.
3. No garbage cans, supplies, milk bottles or other articles shall be placed on the porches, patios, and terraces, if any, or on any Common Elements except for designated trash areas, if any. No linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, fences, porches, patios, terraces, if any, or other portions of the Condominium property.
4. No Unit Owner shall permit anything to fall from a window or door of the Condominium Property, nor sweep or throw from the Condominium Property any dirt or other substance, particularly any lighted nicotine product, into any of the patios, terraces or upon the Common Elements.
5. All refuse must be deposited in tied plastic bags and placed in trash cans supplied by the City of Delray Beach. All recyclable items must be placed in recycle bins supplied by the City of Delray Beach. Trash cans and recycle bins must be placed at the curb no earlier than 5:00 PM on the day before collection and then stored in the garage no later than 11:00 PM on day of collection. Bulk pickup can be placed by the curb no earlier than 48 hours prior to the designated bulk pickup day per the City of Delray Beach unless otherwise approved by the Board.
6. Parking areas are solely for non-commercial vehicles with current passenger vehicle registrations and for vehicles that can operate under their own power.
7. No Unit Owner shall make or permit any disturbing noises inside or outside his Unit by himself or his family, servants, employees, agents, visitors or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other Unit Owners. The foregoing includes conduct which could be classified as a domestic disturbance. No Unit Owner shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier in his Unit in such a manner as to disturb or annoy other residents. No Unit Owner shall conduct, nor permit to be conducted, vocal instrumental instruction at any time which disturbs other residents. Maintenance and repairs to the Unit that are disruptive to other Units can only be performed from 8:00 AM – 8:00 PM. Emergency maintenance and repairs during off hours are allowed with proper notification to the Board.
8. No radio or television installation may be permitted in any Unit which interferes with the television or radio reception of another Unit.
9. No sign, advertisement, notice, lettering or descriptive design shall be exhibited, posted, displayed, inscribed or affixed to the exterior of a Unit or in, on or upon any part of the Condominium Property including signs which may be posted inside or outside vehicles, except signs or decals used or approved by Association. No "FOR SALE" or "FOR RENT" or similar signs or notices of any kind shall be displayed or placed upon any part of a Unit by Owners other than Association or otherwise approved by the Board.
10. Association shall have the right to retain a pass key to all Units for the purpose of access to such Units during reasonable hours, when necessary for the maintenance, repair, or replacement of any Common Elements or for making emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit or Units. If a lock is altered or a new lock installed the Unit Owner shall provide Association with an additional key. An Owner's failure to provide a key shall subject him or her to potential rule enforcement action and may result in the Association having to gain access to the unit in a manner which results in damage to the unit's windows or doors for which the Owner shall bear repair responsibility.

11. No hibachi, grill, or other similar devices used for cooking, heating, or any other purpose shall be used or kindled under any overhanging portion, or within 10 feet (3m) of any structure. All grilling must be constantly attended by a competent person who must have a garden hose connected to the water supply or other fire extinguishing equipment readily available for use. Any grills found in violation of this rule are subject to removal and storage elsewhere at the Unit Owner's expense. Unit Owners violating this rule are also subject to fines and actions for injunctive relief. The Board may designate a portion of the common areas to accommodate grilling.

12. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or in any garage. All barbecue grills, propane, and natural gas must be covered and stored on your patio when not in use. No flammable, combustible or explosive fluids, chemicals or substances shall be kept on the Common Elements with the exception of an Association-owned generator and material needed to grill in the Common Area grilling location.

13. Employees of Association are not to be sent out by Unit Owners for personal errands. The Board shall be solely responsible for directing and supervising employees or Association.

14. A Unit Owner who plans to be absent during the hurricane season must prepare his Unit prior to his departure or designate a responsible firm or individual to prepare the Unit for the storm's approach including safeguarding personal property as well as to care for his Unit post storm should the Unit suffer hurricane damage, and furnish Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of Association.

15. The Board has the right to adopt hurricane shutter specifications from time to time.

16. Food and beverages may not be consumed outside of a Unit except on terraces, patios and entries which Limited Common Elements appurtenant to the Unit unless otherwise approved by the Board.

17. A Unit Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, porches, patios, terraces, if any, or windows of the building other than a religious object not to exceed 3 inches wide, 6 inches high and 1.5 inches deep and the following flags: an American flag and official flags that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard may be displayed as permitted by the Act. Curtains and drapes (or linings thereof) which face the exterior windows or glass doors of Units shall be subject to disapproval by the Board, in which case they shall be removed and replaced with acceptable items. No Unit Owner shall install a screen enclosure, glass enclosure, roll-up shutters or the like, to or upon the outside of the walls of the Building or on the Common Elements or Limited Common Elements without the prior written consent of the Board.

18. All of these Rules and Regulations shall apply to all Unit Owners and occupants even if not specifically so stated in portions hereof except where exceptions are required by law. The Board shall be permitted (but not required) to grant relief to one or more Unit Owner(s) from specific Rules and Regulations upon written request therefore and good cause shown in the sole opinion of the Board.

19. The Unit Owner(s) shall at all times obey said Rules and Regulations and shall duly inform their families, guests, invitees, lessees, contractors and other persons for whom they are responsible and persons over whom they exercise control and supervision of the existence of these rules and regulations and those parties' obligations to comply with same.

20. Residents must park their motor vehicles in their garages or in their driveways. If necessary, parking in common area parking spaces is permitted on a first come first serve basis only if your garage and driveway are fully occupied by vehicles. Parking on the street, grass, blocking driveways, and sidewalks is prohibited unless otherwise posted for special events and/or holidays in designated locations with Board approval.

21. No vehicle is permitted to park in a common area parking space for more than

24 hours without prior consent from the Board. Owners of vehicles in violation of this rule may receive a fine and/or be subject to further enforcement action.

22. Vehicles blocking driveways, sidewalks, and/or those that are not parked in a designated parking space will result in a fine and/or be subject to further enforcement action.

23. Residents are required to register all vehicles and provide updated information on their Unit in a timely manner if any changes occur. Decals may be provided to identify vehicles that have been registered. Fines will be levied against any Unit Owner who does not provide updated information within 15 days of any change.

24. Residents must display a guest parking permit for all overnight guest vehicles parked in common area parking spaces between 11:00PM and 8:00AM.
25. All front door handle sets and deadbolts must match the specifications (color and style) approved by the Board. Maintenance of these handle sets is the responsibility of the Unit Owner. Handlesets are covered by a limited lifetime warranty by Kwikset and can be replaced if a warranty request is made directly to the manufacturer.
26. Residents are responsible for keeping the areas surrounding their residence free of litter, regardless of the source of the litter.
27. Residents are responsible for properly picking up after their pets immediately and disposing of pet waste in a waste receptacle. Please be advised that the Association is not required to provide pet waste bags or receptacles but does so as a convenience for residents to aide in the process of maintaining a healthy environment. If there are no publicly available pet waste bags, resident is still responsible for picking up after their pet and properly disposing of waste.
28. All pets must be on a leash at all times and must not be left unattended.
29. Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Association and other Owner(s) pursuant to the terms of the Declaration of Condominium. Any fines levied against a Unit will be the sole responsibility of the Unit Owner(s).
30. The Board of Directors, in writing, will call violations to the attention of the violating Unit Owner(s) and Resident(s) and will also notify the appropriate Committee of the Association, if any.
31. Following written warnings, fine(s) up to the amount of \$100 per infraction or the highest amount permitted by law, whichever is greater, may be imposed for noncompliance by the Compliance & Grievance Committee and enacted by the Board of Directors according to Florida Statute 718.303 as same may be amended or renumbered.
32. Disagreements concerning violations will be presented to and be ruled on by the Compliance & Grievance Committee. Failure to cure an infraction that was ruled in favor of the Association will result in additional fines not to exceed \$1,000 in aggregate, or the highest amount permitted by law according to Florida Statute 718.303 as same may be amended or renumbered.
33. Violations may be remedied by the Association by fine, injunction or other legal means and the Association shall be entitled to recover in said actions any and all court costs incurred by it, together with reasonable attorney's fees against any person(s) violating the Rules and Regulations or the Declaration of Covenants, Restrictions and Easements, and any of the Exhibits attached thereto. Violations should be reported to the Board of Directors or to its designee (assigned Management Company or Property Manager).

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, personally appeared _____ and _____, who after being duly sworn, deposes and states that these individuals have read, understand and agree to abide by the above 23 stated Rules & Regulations for the Village at Swinton Square Condominium Association.

BY: APPLICANT 1

Sign _____
 Print _____

AND

APPLICANT 2

Sign _____
 Print _____

Sworn to and subscribed before me this ____ day of _____, 20____.

NOTARY PUBLIC - STATE OF FLORIDA

Personally Known _____ OR
 Produced Identification _____

 Type of Identification

Sign _____
 Print _____
 My Commission expires: