

**OLD PORT COVE
ASSOCIATION FIVE, INC.
MARINA TOWERS**

NOTICE OF INTENT TO SELL

Date _____

The Board of Governors
Old Port Cove Condominium Association Five, Inc.

Dear Sir/Madam:

In compliance with Article XVII, Paragraph B-1 of the Declaration of Condominium of Old Port Cove Condominium Association Five, Inc. I hereby notify you of my intention to sell Apartment Number _____

to: _____

as purchaser(s), evidenced by the following attachments:

- ___ 1. Legible, executed and paginated copy of **Sales Agreement**.
- ___ 2. Confidential **Application for Membership**.
- ___ 3. **Three (3) Letters of reference** from parties named in Confidential Application for Membership.
- ___ 4. Completed and signed **Background Investigation Request Form. Requires \$75 fee for each occupant 18 years of age or older** paid to OPC Condominium Assoc. Five, Inc.
- ___ 5. **\$100 Transfer Fee**, paid to OPC Condominium Association Five, Inc.
- ___ 6. Signed form acknowledging that Purchaser(s) have received, read, understands and will abide by the Declaration of Condominium and the Rules and Regulations of the Condominium.
- ___ 7. Owner **Emergency Data Sheet**.
- ___ 8. Appointment of **Voting Representative Form**
- ___ 9. Pet Registration Form
- ___ 10. Completed and signed **Resident Information Sheet**
- ___ 11. Copy of Recorded Deed after Closing

Your action upon this application is requested within (30) days in accordance with the requirements of the Declaration of Condominium referred to above.

Seller's Signature

Seller's Signature

MMI of the Palm Beaches, Inc.

Date Received

Realtor

Interviewer(s)

Interview Date/Time

OLD PORT COVE CONDOMINIUM ASSOCIATION FIVE, INC.
MARINA TOWER

APPLICATION FOR SALE, LEASE OR OCCUPANT

Name _____ Citizen _____

Present Residence _____ Phone _____

_____ Soc. Sec. _____

_____ Date of Birth _____

Home/Apartment _____ Own/Lease _____ Number of Years _____

Previous Residence _____

Employment _____ Position _____

Business Address _____ Phone _____

Nature of Business _____

Florida Address _____ Phone _____

College(s) Attended/Degree-Year _____

Married _____ Widowed _____ Divorced _____ Separated _____ Single _____

SPOUSE

Name _____ Citizen _____ Date of Birth _____

Soc. Sec. No. _____

Employment _____ Position _____

Business Address _____ Phone _____

Nature of Business _____

College(s) Attended/Degree-Year _____

CHILDREN

NAME	AGE	MARRIED	NO. OF CHILDREN	GUEST/RESIDENT	% TIME
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

OCCUPANTS: Who will be in residence not listed above?

NAME	AGE	MARRIED	NO. OF CHILDREN	GUEST/RESIDENT	% TIME

Maximum Number of Simultaneous occupants: Adults _____ Children _____

REFERENCES

Bank (Checking) _____ Account No. _____
(Address) _____

Bank (Savings) _____ Account No. _____
(Address) _____

Country, Golf and Yacht Club Affiliations:

Name _____ Address _____
Name _____ Address _____
Name _____ Address _____

Acquainted with the following at Old Port Cove: _____

Three Additional Personal References:

Name _____ Address _____
Name _____ Address _____
Name _____ Address _____

Dated this _____ day of _____, 20_____

SIGNED: _____
Purchaser or Lessee Print Name
SIGNED: _____
Purchaser or Lessee Print Name

RELEASE OF INFORMATION

The undersigned hereby authorizes the release of the above requested information to the Old Port Cove Condominium Association Five, Inc. for the purpose of processing and considering this application.

Dated this _____ day of _____, 20_____

SIGNED: _____
SIGNED: _____

MMI Representative: Pamela Patterson Name of Property Old Port Cove Condo Five (Marina Towers 4464)



DISCLOSURE REGARDING BACKGROUND INVESTIGATION

Miami Management, Inc. (“the Company”) may obtain information about you from a consumer reporting agency for **tenant screening** purposes. Thus, you may be the subject of a “consumer report” and/or an “investigative consumer report” which may include information about your character, general reputation, personal characteristics, and/or mode of living, and which can involve personal interviews with sources such as your neighbors, friends or associates. These reports may contain information regarding your criminal history, credit history, motor vehicle records (“driving records”), verification of your education or employment history or other background checks. You have the right, upon written request made within a reasonable time after receipt of this notice, to request disclosure of the nature and scope of any investigative consumer report. Please be advised that the nature and scope of the most common form of investigative consumer report obtained with regard to applicants for residency is an investigation into your education and/or employment history conducted by **Scott-Roberts and Associates, LLC, 2290 10 Ave. N., Lake Worth, Florida 33461, (888) 605-4265, www.scottrobertsassociates.com** (“Agency”), or another outside organization. **One person per application.** You should carefully consider whether to exercise your right to request disclosure of the nature and scope of any investigative consumer report. By signing this document you agree you have read and understand this disclosure.

Consumer’s Signature

Print Consumer’s Name



ACKNOWLEDGMENT AND AUTHORIZATION

I acknowledge receipt of the DISCLOSURE REGARDING BACKGROUND INVESTIGATION and A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT and certify that I have read and understand both of those documents. I hereby authorize the obtaining of “consumer reports” and/or “investigative consumer reports” by the Company at any time after receipt of this authorization and throughout my tenancy, if applicable. To this end, I hereby authorize, without reservation, any law enforcement agency, administrator, state or federal agency, institution, school or university (public or private), information service bureau, employer, insurance company, or other party to furnish any and all background information requested by **Scott-Roberts and Associates, LLC, 2290 10 Ave. N., Lake Worth, Florida 33461, (888)605-4265, www.scottrobertsassociates.com**, another outside organization acting on behalf of **Miami Management, Inc.**, and/or **Miami Management, Inc.** itself. I agree that a facsimile (“fax”) or electronic or photographic copy of this Authorization shall be as valid as the original.

State of Washington applicants and/or residents only: You have the right to receive a complete and accurate disclosure of the nature and scope of any investigative consumer report as well as a written summary of your rights and remedies under Washington law.

New York applicants and/or residents only: You have the right to inspect and receive a copy of any investigative consumer report requested by the Company by contacting the consumer reporting agency identified above directly.

California applicants and/or residents only: By signing below, you also acknowledge receipt of the NOTICE REGARDING BACKGROUND INVESTIGATION PURSUANT TO CALIFORNIA LAW. Please check this box if you would like to receive a copy of an investigative consumer report at no charge if one is obtained by the Company whenever you have a right to receive such a copy under California law.



Signature: _____

Date: _____

Print Name: _____

MMI Representative: Pamela Patterson Name of Property Old Port Cove Condo Five (Marina Towers 4464)



Other Names Used (alias, maiden, nickname): _____

Maiden Name (if applicable): _____

Current Address: _____
Street/P.O. Box City State Zip Code County Dates

Former Address: _____
Street/P.O. Box City State Zip Code County Dates

Former Address: _____
Street/P.O. Box City State Zip Code County Dates

Current Employer: _____
Company Name Salary Position Hire/End Dates Supervisor Name/phone #

Former Employer: _____
Company Name Salary Position Hire/End Dates Supervisor Name/phone #

Driver's License #: _____ State: _____ Gender _____ Daytime Phone _____

Social Security Number: _____ * Date of Birth: _____ *

*This information will be used for background screening purposes only.

OFFICE USE ONLY!

PLEASE SELECT SEARCH(ES) BELOW:

Tenant A-La-Carte (Credit/National Criminal)

Tenant Screening Package 1 (Includes: Credit/National Criminal/National Eviction)

Tenant Screening Package 2 (Includes: Credit/National Criminal/National Eviction/Employment Verification)

Canadian Criminal & Credit Package (Canadian Criminal History & Canadian Credit)

Please indicate appropriate searches requested.

PLEASE NOTE: THIS IS A SAMPLE TEMPLATE DISCLOSURE/AUTHORIZATION PROCESS ONLY, AND IT SHOULD NOT BE CONSTRUED AS LEGAL ADVICE. ALL CLIENTS SHOULD CONSULT WITH COUNSEL TO CONFIRM THAT THEIR DISCLOSURE AND AUTHORIZATION PROCESS COMPLIES WITH APPLICABLE FEDERAL, STATE, AND LOCAL LAWS.

**NOTICE REGARDING BACKGROUND INVESTIGATION
PURSUANT TO CALIFORNIA LAW**

Miami Management, Inc. ("the Company") intends to obtain information about you from an investigative consumer reporting agency and/or a consumer credit reporting agency for tenant screening purposes. Thus, you can expect to be the subject of "investigative consumer reports" and "consumer credit reports" obtained for tenant screening purposes. Such reports may include information about your character, general reputation, personal characteristics, and mode of living. With respect to any investigative consumer report from an investigative consumer reporting agency ("ICRA"), the Company may investigate the information contained in your tenant application and other background information about you, including but not limited to, obtaining a criminal record report, verifying references, work history, your educational achievements, licensure, and certifications, obtaining your driving record and other information about you, and interviewing people who are knowledgeable about you. The results of this report may be used as a factor in making tenant application decisions. The source of any investigative consumer report (as that term is defined under California law) will be Scott-Roberts and Associates, LLC, 2290 10 Ave. N., Lake Worth, Florida 33461, (888)605-4265, www.scottrobertsassociates.com. The source of any credit report will be Scott-Roberts and Associates, LLC, 2290 10 Ave. N., Lake Worth, Florida 33461, (888)605-4265, www.scottrobertsassociates.com. Information regarding Scott-Roberts and Associates, LLC's privacy practices (including information about whether any consumer personal information will be sent outside the U.S. or its territories) may be found at <http://scottrobertsassociates.com>.

The Company agrees to provide you with a copy of an investigative consumer report when required to do so under California law.

Under California Civil Code section 1786.22, you are entitled to find out from an ICRA what is in the ICRA's file on you with proper identification, as follows:

- In person, by visual inspection of your file during normal business hours and upon reasonable notice. You also may request a copy of the information in person. The ICRA may not charge you more than the actual copying costs for providing you with a copy of your file.
- A summary of all information contained in the ICRA's file on you which is required to be provided by the California Civil Code will be provided to you via telephone, if you have made a written request with proper identification for telephone disclosure and the toll charge, if any, for the telephone call is prepaid by or charged directly to you.
- By requesting a copy be sent to a specified addressee by certified mail. ICRA's complying with requests for certified mailings shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the ICRA's.

"Proper Identification" includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. Only if you cannot identify yourself with such information may the ICRA require additional information concerning your employment and personal or family history in order to verify your identity.

The ICRA will provide trained personnel to explain any information furnished to you and will provide a written explanation of any coded information contained in files maintained on you. This written explanation will be provided whenever a file is provided to you for visual inspection.

You may be accompanied by one other person of your choosing, who must furnish reasonable identification. An ICRA may require you to furnish a written statement granting permission to the ICRA to discuss your file in such person's presence.



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Date: _____

Print Name: _____

MMI Representative: Pamela Patterson Name of Property Old Port Cove Condo Five (Marina Towers 4464)



Other Names Used (alias, maiden, nickname): _____

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Current Address: _____
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Former Address: _____
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Current Employer: _____
Company Name Salary Position Hire/End Dates Supervisor Name/phone #

Former Employer: _____
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Driver's License #: _____ State: _____ Gender _____ Daytime Phone _____

Social Security Number: _____ * Date of Birth: _____ *

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**OLD PORT COVE
CONDO ASSOCIATION FIVE**

Dear Admissions Committee:

I have been given a copy of OLD PORT COVE CONDO ASSOCIATION FIVE, INC. Rules and Regulations due to my application as a Buyer for Unit Number _____. I have received, read and understand and will abide by the Condo Rules and Regulations.

Buyer's Signature

Print Name

Buyer's Signature

Print Name

Date _____

THIS FORM IS TO BE EXECUTED AND RETURNED PRIOR TO SCHEDULED INTERVIEW.

**OLD PORT COVE CONDOMINIUM FIVE, INC.
108 LAKESHORE DRIVE
NORTH PALM BEACH, FLORIDA 33408**

RULES AND REGULATIONS

As of 3/22/12

The most recent recorded Declaration of Condominium and by-laws for Old Port Cove Condominium Five, Inc. shall take precedence to any inconsistencies in these rules and regulations

1. FIRE REGULATIONS. The fire regulations of North Palm Beach Village prohibit items from blocking sidewalks, entrances, passageways, elevators, vestibules, stairways, corridors, hallway doors, and hallways. According to Building Codes, the rooms housing the air conditioning heat pumps, electric meters, telephone equipment, etc., may not be used for storage of any items.

No fire exit shall be obstructed in any manner, at any time. If an emergency exists, use the stairwell that says, "IN CASE OF FIRE USE THIS STAIRWELL ONLY". Stairwell door must be securely closed after you exit.

The Air Conditioning closet immediately outside each unit shall not be used for storage of any type.

2. SMOKING. Smoking is prohibited in all indoor common areas in accordance with Florida State Law.
3. SMOKE ALARMS. A smoke alarm must be installed outside each bedroom or sleeping area.
4. HOUSEHOLD APPLIANCES. Only household rated appliances and tools shall be operated in an apartment by its resident. No dangerous flammable substances shall be stored in an apartment or in any storage area.

Laundry room doors should be left open while washing and/or drying clothes to prevent fire.

Washing machine and air conditioner hoses must be steel braided.

Appliances (washer, dishwasher, dryer, TV etc.) must be turned off before leaving your unit.

5. **BALCONIES.** These are limited common elements belonging to the Condominium Association. Nothing may be hung or attached to the railings or walls without the written consent of the Board of Governors. Neither shall any rugs, mops, etc., be shaken from balconies, or into the hallways. Nor shall any items be hung out to dry on balconies. Nor shall any ornaments, crockery, etc., be placed on top of the walls or railings. For the safety of others, plants must be secured and moved into the unit when the winds are in excess of twenty (20) mph.

Every item on the balcony must be tied down and secured at all times.

All balcony floor coverings must be approved by the Board of Governors prior to installation.

Balconies and railings may be washed down only on days approved by the Board of Governors. No cleaning agents are to be used.

Nothing shall be thrown or swept from the balcony.

No barbeque grills are allowed on balcony.

No pets shall be left unattended on balconies as it is a potential health and safety hazard for the pet and for others.

6. **HURRICANE SHUTTERS.** Hurricane shutters are mandatory for all units and must be installed and maintained in accordance with the most recent Declaration of Condominium.

Hurricane shutters must be inspected annually. Proof of inspection and any necessary repairs must be provided to the building manger. The Association reserves the right to inspect and maintain hurricane shutters at the Owner's expense when such proof is not provided. Failure to pay for inspection or required maintenance shall result in a lien against said property.

Shutters are to be closed, and all items removed from the balcony, whenever the owner or resident is absent from their unit for any period in excess of three (3) consecutive days.

Assistance in opening or closing shutters is available per Schedule B.

In the event of an emergency, any open shutters in an unoccupied unit will be closed at the unit owner's expense per Schedule B.

7. WASHING OF GLASS WINDOWS AND DOORS. Washing of all apartment windows and screens, including frames, inside and outside, shall be the responsibility of the occupant of that unit.
8. EXTERIOR GLASS DOOR AND WINDOW TREATMENT. No awning or other projections shall be attached to the outside walls of the building, or on the roof, without the written consent of the Board of Governors. No blinds or shades shall be attached to the exterior of the sliding glass doors. Interior sliding door treatments shall be white on the surface facing the glass in order to maintain a uniform exterior appearance. The application of sun films must be approved by the Board of Governors.
9. FLOOR COVERING. Any floor covering, other than carpeting (which shall have padding) shall be installed over ¼ inch cork or approved comparable material (approved by Building Manager) to minimize noise. Electrical floor outlets must be accessible at all times.
10. WATER. Residents shall not allow any waste, misuse, or neglect of any water in the apartments, and shall pay for all damages to other portions of the building or to other apartment owners caused by misuse or neglect of water.

The main water valve must be turned off in the event of any absence of the resident in excess of three (3) consecutive days. The water shut off valve is located in the air conditioning closet outside each unit.
11. PLUMBING. The water closets and all other water apparatus shall not be used for any purpose other than that, for which they were constructed, and no sweepings, rubbish, rags, papers, building materials, ashes, or other substances shall be thrown therein. Any damage resulting to them, or to pipes elsewhere in the building, from misuse of any nature shall be paid for by the resident who is responsible for such damages whether caused by them or their contractor.
12. SIGNS. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted, or affixed on any part of the outside or inside of the building without the prior written consent of the Board of Governors.
13. INFORMATION CENTER. The glass-enclosed board in the common area of the mailroom and the glass enclosures in the elevators have been designated as the buildings information center where building notices are placed.

Unit Owners may place notices on the cork board using 3X5 cards. These cards will be removed after ten (10) days.

14. DISPOSING OF REFUSE. Each unit is equipped with a garbage disposal for wet garbage. Newspaper and glass containers are to be placed in the bins located in the trash room on each floor. All other trash is to be securely contained in plastic trash bags and put down the trash chute on each floor. Ground floor residents are to take trash to enclosed trash containers located in the compactor room on the West side of the building. Oversize items and boxes are to be left in the trash room and not be put down the trash chute. Pet litter and pet waste are to be double bagged prior to disposing down the trash chute.

15. DOMESTIC HELP. Service and domestic help may not gather or lounge in the public areas of the building or grounds except while serving as companion, nurse, or nanny to a unit owner. Manager should be advised in writing of this individual.

All service and domestic help are to park and enter the building using the entrance on the West side of the building.

16. CHILDREN. Children shall not play in the public passageways, stairways, elevators or parking lot. Children under twelve (12) years of age shall not be allowed in the pool, Jacuzzi or patio areas without supervision nor be left unattended in any of the common areas.

17. WHEELED VEHICLES. Grocery carts, baggage carts, baby carriages, tricycles, bicycles, wheelchairs, etc. shall not be allowed to stand in the halls, passageways, or other public areas of the building without the prior approval of the Board of Governors and Manager. Owners of such vehicles shall be responsible for any damage to elevators and/or common areas caused by these vehicles.

18. DELIVERIES. Notify property manager of large deliveries at least One (1) business day in advance so that the elevator pads can be installed. Deliveries must come through the West entrance of the building.

All furniture, bicycles and like items shall be taken through the West entrance. Damage to the automatic doors or walls caused by moving such articles shall be paid for by the owner of said articles.

Deliveries such as UPS, Fed Ex and Airborne may be delivered thru the front entrance. Boxes or other items awaiting pick-up should not be left in mailroom. In the event that you will not be home for pick up, advise the pick up company that package will be left in front of your unit.

All service calls, deliveries, movers, etc, are restricted to the hours between 8:30 a.m. and 4:30 p.m. Monday through Friday. All repair people, technicians, etc. must leave the property by 4:30 p.m. No access to the premises shall be permitted on Saturday, Sunday or holidays. The foregoing shall not apply in the case of an emergency.

19. MOVE-IN AND MOVE-OUT. Manager must be advised of moving, by written notice, at least two (2) business days in advance of the move. Failure of an owner to give advance written notice shall result in the refusal of said request.

Move-in/move-out Monday-Friday (excluding holidays) from 8:30 am – 4:30 pm only.

20. KEYS AND LOCKS. Each resident must provide to the Association a key to the unit, unit's air conditioning closet, and unit's storage room for use in case of emergency.

There is to be no modification to the outside of unit doors, including any alteration and/or replacement of lock set without the approval of the property manager.

No keys to the building or codes for automatic doors shall be given to domestic help, tradesman or others. The Manager, assistant or housekeeper will admit such service people into the building.

The association has the right to restrict the number of security keys per unit. If needed, additional security keys may be requested from the Building Manager. A fee will be charged for additional keys.

21. ASSOCIATION EMPLOYEES. No Association employee shall be given instructions by any owner or resident not specifically given supervisory responsibility for those employees by the Board of Governors.

Building personnel are not permitted to work for an individual unit owner unless they are stabilizing an actual or potential emergency situation. The only exception will be to provide services that are offered to all owners such as balcony wash down assistance.

22. DRESS. The dictates of good taste and propriety in the manner of dress shall be observed in public areas of Marina Tower. Bare feet are not permitted in the public areas of the building. Shirt tops are required.

23. GUESTS. The Board of Governors must be advised, in advance, in writing, before guests will be permitted to occupy an apartment in an owner's absence. Forms for this purpose are available from the Manager.

It is the owner's responsibility to ensure that all guests, regardless of the duration of their stay, have been fully apprised of and abide by the Rules and Regulations requirements of this condominium.

24. LEASING. Leasing of a unit by an owner will be in accordance with the most recently recorded Declaration of Condominium. In general, leasing of the unit is restricted for the first 2 years of ownership. No lease shall be for a period of less than three (3) months nor more than one year. No more than one lease per calendar year will be permitted. Approval and an interview with lessee by the Board of Governors are required prior to leasing any apartment.

An application fee of One Hundred Dollars will be paid by the prospective lessee.

25. NUISANCES. No resident shall make or permit any disturbing noises in the building by himself, his family, domestic employees, agents, visitors, pets, etc. nor permit anything by such persons that would interfere with the rights, comforts, or convenience of other residents. No resident shall conduct nor permit to be conducted vocal or instrumental practice at any time.

All parts of the condominium shall be kept in a clean and sanitary condition, and rubbish, refuse, or garbage shall not be allowed to accumulate nor any fire hazard allowed to exist.

No use of any apartment or common elements that will increase the cost of insurance upon the condominium property shall be permitted.

26. STORAGE. The Association shall not be liable for any loss or damage to any property placed in any storeroom, parking area, or other space in the common elements.

27. COMPLAINTS. All communication with the Board of Governors must be submitted to them in writing and sent to: Board of Governors, 108 Lakeshore Dr. North Palm Beach, Fl 33408 or via email.

28. ENTRANCE REGISTER. Only owners and lessees names are to be listed on the intercom directory. Any variation from this rule must be approved by the Board of Governors. Lessees will be required to pay a \$75 fee to have their name listed on the intercom directory, should they wish to have it listed, to

recover the cost of changing the directory and changing it back when the lease expires.

29. EMERGENCIES. In case of a medical emergency or fire, dial 911 then call Old Port Cove Security at (561) 626-2900.

If the emergency is not life threatening, call (561) 626-5050 during normal working hours to reach the manager.

After normal working hours, weekends or holidays call the number indicated on Schedule A (attached).

30. ALTERATIONS AND IMPROVEMENTS. All alterations and improvements to units shall be in accordance with the provisions of the most recently recorded Declaration of Condominium.

All alterations and improvements must be completed between April 1 and November 30.

Building dumpsters are for residential use only and are not to be used by construction crews for debris or construction materials. A charge of \$50 will be assessed to owners whose contractors violate this rule.

All contractor vehicles shall park on the West side of the building and contractors must enter thru West entrance after signing "IN and OUT" sheet.

Contractors shall never be given keys or codes for the exterior door.

31. PETS. Pets are allowed under the terms and conditions of the latest recorded Declaration of Condominium.

Pets shall not be left unattended on balconies as indicated in Paragraph 5. Balconies, above

32. LAWFUL USE. No immoral, improper, offensive, or unlawful use shall be made of any apartment or of the condominium property. All municipal ordinances and other zoning ordinances, and the laws, rules and regulations of all government regulatory agencies and underwriter associations having jurisdiction shall be strictly observed.

33. BARBECUE GRILL. Barbecuing on balconies is prohibited.

All barbecuing is to be done on communal grill located on the pool deck. The main gas valve on the barbeque is to be turned off when cooking is finished. Grill plates are to be brushed clean and countertops wiped clean. All trash is

to be deposited in the trash container inside the compactor room. No glass or breakable ware is to be used in this area. Any lights turned on, must be turned off prior to leaving the area.

34. SWIMMING POOL. Pool may be used from dawn to dusk and Jacuzzi may be used from dawn until 10PM daily in accordance with the posted rules and regulations.

By order of the Department of Health, all swimmers are required to rinse off before entering the pool. The use of soap is prohibited.

Children under 12 must be accompanied by an adult. Only toilet-trained children are allowed in the pool or the Jacuzzi.

Use of the Jacuzzi in accordance with the posted signs is required. The recommendation by The Palm Beach County Health Department is that pregnant women, children under 12, and people who are infirmed, should not use a Jacuzzi without first consulting their physician.

The telephone located in the pool area is for Emergency use only.

Food and beverages are not permitted within three (3) feet of the pool area.

No glass containers of any type are permitted in the pool area.

No pets are permitted in the pool area or on the deck.

Modified 2/28/08

35. SOCIAL ROOM –MARINA LOUNGE. The Lounge may be rented by a Marina Tower resident for a private party where the resident wishes to include non-residents. The room is not available for renting directly to any outside individual or organization. Always check with Manager before setting your date, to make sure the room will be available.

The resident shall personally contract for, sponsor, and attend the function. The maximum number of people permitted in the lounge is limited to fifty (50) persons at any time. The contract is to be signed by the resident at the time the reservation is made. All fees and deposits are to be paid at that time. Two (2) weeks notice is required. Final approval rests with the Board of Governors.

Check with Manager for the prevailing fee schedule for reservation. There is a refundable deposit to cover any damage and a charge for clean up. If the party is advertised as one exclusively for Marina Tower residents, the fee and the deposit are waived.

The lounge is opened during daytime hours. Residents may use this room anytime, provided it is not leased. The doors are locked after 5 p.m. for security reasons. When used for a private party or function, all activities are to be terminated by midnight.

36. PARKING REGULATIONS. Parking and vehicles allowed on condominium property is governed by the most recently recorded Declaration of Condominium and the following:

A. RESIDENTS

1. Old Port Cove issues entrance stickers to those vehicles owned by and registered to unit owners or lessees. Owner of such vehicles must reside in unit.
2. Family members may be placed on the "hot list". See manager for form.
3. Written permission must be given by the owner in order for another owner to use their assigned covered parking space. Permission forms are available through Building Manager.
4. Unnumbered, uncovered spaces may be used for "second" vehicle.
5. Second cars are to be parked in the unassigned places at back of East parking lot when not in residence for extended periods of time. Owners who have rented a second covered parking space from the Association, and have an additional car, must park that vehicle at back of East parking lot when not in residence for extended periods of time.

B. EMPLOYEE PARKING

1. Employees/Building Staff of the Association shall park at the far end of East side uncovered parking area or on the street.
2. Employees of unit owners, service personnel, contractors, delivery trucks, etc. shall park in the West side parking area, in the back of the East parking area, or on the street.

C. Guest Parking

1. Eight (8) signed and designated of the ten (10) uncovered parking spaces adjacent to the East side of the building between the building and the covered parking are reserved exclusively for guest parking (this specifically excludes Owners & Residents). Any violation of this by Owners or Residents will be subject to towing at the expense of the Owner/Resident. The remaining two (2) spaces, one on each side of the entranceway, are reserved exclusively for loading and unloading and also for Medical or Emergency needs. There is a thirty (30) minute load and unload limit.
2. Guests, including Owners and Residents, may use any parking spaces that are unnumbered and uncovered with the exception of the signed Guest parking area on the East side of the building and the signed Service/Vendor parking spaces on the West side of the building as specified 36.E. below.
3. Only passenger vehicles may park on the East side of the building.

Modified 3/22/12

D. HANDICAPPED PARKING

1. Marina Tower provides three handicapped parking spaces on the West side of the building which shall not be used for continuous parking for extended periods of time.

E. Service Vehicles

Only Service/Vendor vehicles parking will be permitted in the marked Service/Vendor Parking Spots in the West Parking lot between the hours of 8AM-5PM, Monday through Friday. Any non-Service/Vendor (i.e. Owner, Resident or, Guest) vehicles parked in these designated spots, during the times and days specified above, will be subject to towing at the vehicle owner's expense.

Adopted 3/22/12

37. COMPENSATION FOR PROFIT FOR GOODS & SERVICES. No full-time resident, Owner, nor spouse or significant other of an Owner, shall be compensated for profit for providing goods or services to the Association. Added October 11, 2007

38. HOLIDAY DECORATIONS EXEMPTION. From December 1st through January 15th of each year, holiday decorations will be permitted to be displayed as indicated below. Permitted will be small decorative lights on the balcony railings and/or the balcony glass doors, unit door ornaments and small ornaments on the small tables on each floor. All decorations should be appropriately approved by certifying bodies (i.e. UL Approved) for the intended use the items (indoor, outdoor, etc.) to eliminate any safety or fire hazards. All decorations shall be "safe, appropriate and tasteful", the determination of which shall be at the sole discretion of the Board of Governors.

Added December 13, 2007

GENERAL CONSIDERATION

All vehicles parked on the property contrary to the provisions contained herein shall be subject to being towed in accordance with section 715.07, Florida Statutes, as amended from time to time, at the expense of the owner of the vehicle. Towing shall not be the exclusive remedy of the Association.

Any questions or complaints relevant to these Rules and Regulations shall be adjudicated by the Board of Governors.

Schedule A

After Normal Working Hours, Weekends, and Holidays

Emergency Contact Number

October 11, 2007

MMI of the Palm Beaches Emergency Phone Number

(561) 686-7818

Schedule B

Shutter Opening or Closing Charge – Per Event

June 7, 2007

Building staff will provide assistance in closing or opening shutters.

Fee per event - \$50

**OLD PORT COVE
CONDOMINIUM ASSOCIATION FIVE, INC
MARINA TOWERS**

PET REGISTRATION

OWNER'S NAME _____ **UNIT #** _____

PET BREED: _____

WEIGHT: _____ **HEIGHT:** _____ **CURRENT AGE:** _____

COLORING: _____

PET'S NAME: _____

VETERINARIAN: _____

PHONE _____

SUPPLY RECENT PHOTOGRAPH (Please Attach to Form)

One (1) cat or dog, not weighing in excess of 20 lbs at maturity will be allowed per unit and must be approved by the Board of Directors.

It is understood and agreed the keeping of a pet on the premises is a privilege, but not a right, and may be revoked by the Board of Governors upon 30 days written notice. Notice will be made if and when the following rules are not met. Pet must be carried in the interior common areas and shall be under leash when walked on the condominium grounds. As an owner you shall be responsible to remove any waste made by pet. If pet emits excessive noise, such as in the case of barking or howling or becomes a nuisance pet shall be removed.

With the signing of this contract you hereby agree to the provisions as shown above.

Print Name

Signature

For the Board of Directors

Date

RESIDENT INFORMATION SHEET

OWNER

TENANT

LEASE TERM: _____ - _____

RESIDENT INFORMATION (Name(s) as they appear on Warranty deed or Lease)

Owner Name:		Tenant Name:	
Community Name:			
Property Address:			
Mailing Address (same as above): <input type="checkbox"/> yes <input type="checkbox"/> no		If no, Mailing Address :	
City:	State:	Zip Code:	Country:
Owner Home Tel:	Owner Cell:	Owner Work/Other:	
Tenant Home Tel:	Tenant Cell:	Tenant Work/Other:	
Owner E-mail:		Tenant E-mail:	

OCCUPANT INFORMATION

Name (List everyone residing in unit)	Relationship to Owner/ Primary Tenant	Adult	Minor	D.O.B.
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	

EMERGENCY CONTACT

Name:		Relationship to Owner / Primary Tenant:	
Address:			
City:	State:	Zip Code:	
Home Phone:	Cell:	Work/Other:	Email:

VEHICLE INFORMATION (PLEASE PROVIDE INFO. FOR ALL VEHICLES)

Owner of Vehicle	Year	Make	Model	Color	Tag Number	State	Decal #

PET REGISTRATION

Name	Type of Pet/Breed	Color	Adult Weight	Pet Tag Number

SIGNATURES

I/We certify that I/we are the owner(s)/Tenant(s) on record for the above listed residence and the information given is true and correct.

Signature:		Signature:	
Name:		Name:	
Date:		Date:	

*PLEASE BE ADVISED THAT SUBMITTAL OF THIS FORM DOES NOT CONSTITUTE AN APPROVAL OR AUTHORIZATION OF WHAT HAS BEEN REGISTERED.

THANK YOU FROM YOUR MIAMI MANAGEMENT TEAM! ©

**OLD PORT COVE CONDOMINIUM FIVE ASSOCIATION, INC.
A/K/A MARINA TOWER
OPT IN FOR ELECTRONIC COMMUNICATION**

As witnessed by my signature below, I hereby grant the Association permission to send me Association communication via Electronic Mail. I further understand and acknowledge that I am solely responsible to provide the Association with any change in email address and should I not receive the Associations communication, I will not hold the Association, the Board of Governors and Management responsible for my failure to provide current/accurate information.

THIS INFORMATION WILL BE KEPT CONFIDENTIAL AND NOT PROVIDED TO ANY PARTY OTHER THAN THE ASSOCIATIONS MANAGEMENT AGENT.

Print Name

Property Address

Signature

Date