

UPDATED 2019

SAN DE VANCE

RULES & REGULATIONS

**RULES & REGULATIONS
FOR OWNERS, RENTERS & GUESTS OF SAN DE VANCE**

The attached Rules & Regulations have been prepared in an open and honest attempt to take into consideration that our 172-unit community is 'home' to persons of different age groups, diverse social, ethnic and economic backgrounds and from many geographical areas.

The one thing that all San De Vance unit owners have in common is that they have invested their time and money in a community and quite understandably want that community to mature, prosper, and maintain value.

In one sense, it is regrettable that it is necessary to publish Rules & Regulations. On the other hand, if we expect to avoid unpleasant incidents and to reduce costly and unnecessary expenditures, members of our community would be well advised to recognize clearly that the Rules & Regulations governing our community are not unique.

Chapter 718, the Florida Statute on Condominiums, governs all condominium associations in Florida. Each Condominium association has its own "Condo Docs" which include a Declaration of Condominium and By-Laws, which can augment, but not contravene Chapter 718. Condominium Association Boards may adopt local rules provided they do not violate either Florida Statutes or the "Condo Docs."¹¹

Thus, with the exception of laws contained in Chapter 718, there are mechanisms in place to amend regulations established in the "Condo Docs". Such important Amendments are enclosed with this booklet. Local rules can be changed simply by a majority vote of the Board of Directors.

It is the owner's responsibility to inform tenants and/or guests of these rules & regulations as well. None of us wants confrontations or the Association to levy fines. Let us apply common sense and work together towards a common goal.

Thank you for your co-operation

SDV Association

PURCHASE & OCCUPANCY MAIN RULES

(from SDV Declaration Art.12 & its amendments up to April 2019)

- Each proposed Purchaser must have a minimum FICO score of 700 (US & Canada citizen)
- Foreign Nationals without a US social security may be requested to place funds in escrow
- Minimum Household income of all proposed Purchasers must be \$60,000 GROSS annual
- Household income is determined by a combination of most recent tax return, paystubs, pension statements, 401K or annuity statements, investments statements.
- Minimum down payment required is 20% when financing
- All rules apply to cash purchases as well
- Criminal records: The Association has the right to deny Purchasers/Occupants with a felony conviction of less than 15yrs or a misdemeanor conviction of less than 8 years
- Purchasers with Bankruptcy records filed less than 7 years from date of application must provide the equivalent of 12 months of maintenance fee to be held in Escrow by Association
- A Unit Owner may not lease a unit during the first 24 months of ownership from deed's date or let any individuals not on deed reside in the unit without unit owner's presence, also for 24 months from deed's date.
- The Association must approve in advance, any individual who may wish to be transferred ownership of a unit by a unit owner (even without financial transactions) or in case of quit claim deed due to inheritance or other
- Occupancy of unit: Per Art.9 *"each unit is hereby restricted to residential use as a single family residence"* consequently no roommates, or individuals with no immediate family or spousal relationship are allowed to occupy unit;
- Pets: Only one dog under 25lbs at maturity is allowed and 1 indoor cat
- All occupants of the unit must be screened in advance of moving into unit
- Any change of occupancy must be immediately communicated to the Association

LEASE & OCCUPANCY MAIN RULES

(from SDV Declaration Art.12 & its amendments up to April 2019)

- A 15% rental cap is in force (26 units max. total), check with Unit Owner on the status of their unit as it might not be rentable until total number of leased unit is below 26
- A Unit Owner may not lease a unit during the first 24 months of ownership from deed's date
- After the first 24 months of ownership, unit may be leased only twice in a 12 months period
- No lease can be made for less than 6 consecutive months. No room rentals and/or vacation rentals either.
- Occupancy: Per Art.9 *"each unit is hereby restricted to residential use as a single family residence"* consequently no roommates, individuals with no immediate family or spousal relationship are allowed
- Each proposed Lessee must have a minimum FICO score of 650 (US & Canada citizen)
- Minimum Household income of all proposed lessees must be a minimum of \$45,000 GROSS annual
- Criminal records: The Association has the right to deny any Tenant with a felony conviction of less than 15yrs or a misdemeanor conviction of less than 8 years
- Pets: Tenants and/or Occupants are NOT allowed to have ANY pets in their SDV units
- Any change of occupancy must immediately communicated to the Association
- A current lease must be on file with the Association at all times. Failure to provide a lease renewal or extension and/or communicate change of occupancy or requested information to the Association may compromise a Unit Owner's eligibility to rent the unit and/or maintain a spot on the waiting list.

1.SALE, LEASE, TRANSFER OF A UNIT:

Unit Owners who wish to sell or lease their unit shall abide by the conditions noted in Articles 12.1-12.11 of the "Declaration of Condominium". In particular, owners should be aware of Article 12.7, which states that, *"any sale, mortgage, or lease not authorized pursuant to the provisions of this Declaration shall be void unless subsequently approved by the Association"*. Also all the 9 Amendments to the same Declaration's chapter (12) recorded April 11, 2019 are very relevant to these topics and must be considered before selling, buying, renting or transferring property of a unit (here enclosed).

It shall be the responsibility of the unit owner to have the prospective purchaser and/or renter to fill out the appropriate application (available online at www.sandevance.com) and submit a completed package to the management company office. Please carefully read all instructions in the purchase/lease application.

2.PETS:

See "Declaration" Article 9(1). Residents are required to show proof of appropriate vaccinations and Palm Beach County or city license for their pet and to update the records yearly. The maximum weight for a fully-grown pet is 25 lbs. There is a limit of one dog and/or one cat per unit. Pets shall be on a controlled leash at all times while outside a unit. They should not be walked on grounds adjacent to any building. When walking outside with a pet, one is expected to carry and utilize a waste bag when appropriate (Pooper-Scooper Law).

If repeated complaints are received by the Board about a pet, two warnings will be submitted in writing to the pet owner. If the complaints continue, the Board may then proceed to inform the owner, by written notice that the pet is to be removed from the Association's property and/or notify the Boca Raton Code Enforcement office. The Board of Directors approved the following on 10/30/03:

"Each pet owner pays a one-time nonrefundable registration fee of \$85 as well as a \$35 fee yearly to be used to both purchase and maintain the waste containers.:

TENANTS / RENTERS / GUESTS MAY NOT BRING/OWN (EVEN TEMPORARILY) ANY PETS OR ANIMAL INTO SAN DE VANCE PROPERTY AS OF APRIL 11 2019. (SEE AMENDMENT #9 TO DECLARATION – REC. APRIL 11 2019)

3. POOL USE

(from 8am to DUSK)

- a) Our pool is open from 8am to DUSK.
- b) NO SWIMMING AFTER DUSK. For security and liability reasons, the gate to the pool area is to be kept locked at all times:
- c) Owners and renters are expected to be at the pool with all guests, while they are visiting the pool area.
- d) Glass containers of any kind are prohibited in the pool area. Hot & cold foods are allowed in the designated area.
- e) **ALL POSTED POOL RULES MUST BE FOLLOWED AND OBEYED**

4. CLUBHOUSE:

Hours: 6 a.m. to 11:00 p.m.

No one under the age of 21 is allowed in the clubhouse without adult supervision. Clubhouse is for the use of owners or renters only and no business (even if non profit or educational) can be conducted other than Association's business by the Board. Furthermore, according to State law, no alcoholic beverages may be consumed by anyone due to the lack of a liquor license and liability reasons for the Association. The clubhouse is available to be rented by owners, authorized residents and renters in good standing exclusively for parties & family functions, provided the person making the reservation is in attendance at the event and either a unit owner or a tenant on the lease. The clubhouse may be reserved on a "first come, first serve" basis. No reservation shall be accepted until the following conditions are met:

- 1) Payment of a non-refundable \$150.00 rental fee for any event 4 hours or less or a non-refundable \$250.00 rental fee for any event exceeding 4 hours in duration.
- 2) Payment of a \$250.00 damage deposit which shall be completely refundable upon inspection should no additional cleaning or repairs are necessary.
- 3) Documentation that the person making the reservation has or has bought a personal liability insurance policy for his/her protection as well as the Association, in case of an accident to occur on the premises during the event. This information must be on file with the Condo office.
- 4) Agreement that attendance at the event will not exceed 45 persons.

The person making the reservation shall be responsible for setting up the room. Food and beverage spills are to be wiped up promptly. Professionals will be used should any major cleaning be required and the lessee will be charged. All food, garbage and other items shall be cleared immediately after the party. Association will perform inspection the morning after.

5. EXERCISE ROOM/GYM:

(6AM to 11PM)

If the alarms are set off by someone entering or exiting the gym outside of the allowed hours, causing the alarm to be sounded, the individual will have to pay the City or Fire rescue fine for the false alarm.

The exercise equipment is STRICTLY for the use of owners and/or renters due to its size. Absolutely, NO CHILDREN UNDER THE AGE OF 18 are allowed in the room. Proper gym attire and sneakers are strictly mandatory. No sandals, open toes and heels allowed. During Board Meetings or Association's official business the gym will remain closed.

PLEASE OBEY TO ALL POSTED RULES.

Persons using the equipment are expected to observe the posted health & safety rules (at your own risk), as well as rules safeguarding the property & equipment. Please limit your time on the treadmill to 20 minutes as a courtesy to those waiting.

NO BUSINESS, EDUCATIONAL ACTIVITY AND/OR BUSINESS AND/OR SPORT ACTIVITY can be conducted in the room. Please note that such room is under 24/7 remote surveillance like the whole clubhouse and pool area.

6. TENNIS COURTS

(follow all posted signs)

As with other facilities, an owner or renter is expected to be present if he/she invites an outside guest to use these facilities. Players are asked to use their good common sense should others wish to use the court. If necessary, a "sign up" system will be implemented. Persons utilizing the tennis courts will be expected to use appropriate footwear. No children are allowed to play, (or) ride bikes, or roller blade at the tennis court.

7. HOMEOWNERS INSURANCE:

It is incumbent upon each owner or renter to carry his/her own personal property and liability insurance. The Association is NOT liable for damage occurring inside the unit.

8. PARKING

Covered parking spaces are assigned for the use of specific owners, and their tenants. You are expected to park there, to keep the guest spaces available. Uncovered guest parking spaces, with the exception of those designated by blue lines and handicapped symbols, are available on a first-come, first-serve basis. Parking on the grass of Community property is prohibited. Please, **DO NOT PARK IN ANY RESERVED PLACE**, other than your own designated space, unless you have the owner's written permission, which is to be kept on file with the office. Any unregistered vehicle will be towed from the property. All fees incurred with the towing company shall become the responsibility of the vehicle owner. All overnight guests must clearly display the guest parking permit, to be hung on the rear-view mirror, facing out. Any vehicle left on the property without visible permits will be towed!

9. STORAGE UNITS:

Ground floor owners share the space with the upper unit. Keys are the responsibility of each party. Any disputes between neighbors are not to be brought to the Board of Directors nor the office.

10. MAILBOXES

All residents are responsible for their keys, locks, etc. Please be courteous to your neighbors by not parking in front of the mailboxes nor read your mail while others are waiting, causing a traffic problem.

11. BULK RULES:

NO BULK AT SAN DE VANCE

PLEASE DO NOT leave furniture, mattresses, car batteries, paint cans, any electrical appliances, cabinets, mirrors, vacuum cleaners, carpet, etc., large or small. Please refer to the signs posted. Please read the large blue signs on the dumpster gate (fence) doors. These items cannot be placed in the dumpsters. All violators will be notified and will be charged from \$100 up to \$1000 and also with any cost incurred in the removal of the bulk, if not removed within 24 hrs. The area is under 24/7 surveillance.

12. TRAFFIC

(Speed limits) The Speed Limit is 20 MPH, speed bumps, stop signs, and entrance/exit markers have been posted for the safety of members in the Community and their guests. We ask you to observe these signs in the best interest of all concerned. Do not drive onto any grass area to avoid the speed bumps.

13. ALTERATIONS AND ADDITIONS TO UNITS

In accordance with Article 8.8 (e) of the Declaration of Condominium, no unit owner shall make or permit to be made any material alteration, addition or change to the interior or exterior of his/her unit without prior written approval of the Association. All remodeling/alterations producing noise such as hammering, installation of new flooring or cabinets is limited to between 8:30 AM and 5 PM Monday thru Friday.

Entry doors as well as condominium windows are not common area; therefore owners are responsible for the maintenance and/or replacement of their windows, painting of doors and frames and caulking all windows.

14. HURRICANE SHUTTERS

Hurricane shutters shall be ivory/white and pleated accordion to open horizontally. Roll down shutters may be used on the patios. Silver panels, plywood, or duct taping of windows is not permitted. Shutters MUST remain open, except when hurricanes are called and reopened no later than one week after hurricane as passed. Plans for newly installed shutters must be submitted and approved by the Association as well as submitted for permit to the City of Boca Raton.

15. HURRICANE PREPAREDNESS:

Please remove all porch furniture, pots, plants, security signs, mats, garden decorations, hoses, etc. immediately after storm warning. All unit owners leaving for the summer months must remove the above mentioned prior to their departure. Any damage incurred as a result from not removing these items, shall be the responsibility of such unit owner. You must ask a reliable person, neighbor, or friend to be responsible for your unit while away. The Board/Management is NOT responsible to take on this task.

16. DECORATING / PLANTINGS BY OWNER IN COMMON AREAS

Please note that any area outside of your main entrance door in the front and/or outside the patio in the back is common area and owners/renters are not allowed to plant anything or do any kind of landscaping. In regards to decorations the Association allows 2 objects (i.e. 2 pots up to 18" diameter or 2 small objects (no birdbath/fountains/objects hung from trees or buildings, flags, signs, except for the allowed size of US flag) Holiday decorations (battery only) are allowed from December 15 to January 7.

17. BARBECUES - OUTSIDE COOKING:

Propane, gas, charcoal, Barbecues or Smokers are absolutely not allowed! No cooking is permitted outside a unit nor may any foods or beverages be consumed outside a unit, except in areas designated for this purpose by the Association (see Bylaws, Article 1.3(k)). Although cooking is not permitted (except for the use of electric barbecues) on a unit's patio or balcony, food or beverages may be consumed in those areas.

***NOTE: The City of Boca Raton Fire Department regulations state that "the typical 20 lb. LP gas container found with LP barbeque grills shall not be stored within apartment buildings nor on any balcony." ***

18. ASSOCIATION'S EMPLOYEES and VENDORS:

To avoid confusion and misunderstandings, employees and vendors are ONLY responsible to the Property Manager and a designated Board member. Owners and resident are requested to refrain from "giving orders" or making requests directly to any of the Association's employees or vendors. Please make any requests you may have directly to the office by e-mail or drop a note in the office mail slot.

19. COMPLAINTS/GRIEVANCES TO ASSOCIATION

General complaints/grievances shall be made in writing to the Association and mailed or e-mailed to the Management company. The submission should contain specific details concerning the nature of the complaint. However, should the initiator of the complaint feel that the matter is of a serious or grievous nature and might involve litigation He/she should conform to the process clearly noted in the Bylaws, Article 4.17.

20. TRANSFER OF "CONDO" DOCUMENTS

Please note that in accordance with Article 12.6 of the declaration of Condominium, it is the responsibility of the unit owner to transfer to a new owner, all the "Condo Docs" originally provided.

Notwithstanding the above paragraph, a new OWNER, RENTER OR AUTHORIZED OCCUPANT, shall be bound by the terms of the "Condominium Documents (Docs)" all its Amendments and RULES AND REGULATIONS even though they may not have been transferred to them yet.

21. ASSOCIATION'S WEB SITE (WWW.SANDEVANCE.COM)

The Association, thru the Property Management company, diligently updates the web site of the Association where all fiscal, operational, official, informative documents and forms can be found. Before contacting the management company or Association office consult web site.

NOTE: Please be aware that these Rules & Regulations may be modified periodically. One would be well advised to become familiar with the "Condo Docs" (Declaration of Condominium & Bylaws and all its Amendments) as well as Chapter 718, 617 of Florida Statutes. No one shall use written statements or make any publication representing San De Vance or its Executive Board, jointly or individually, without the express written approval of the Board.

**AMENDMENT TO THE RULES AND REGULATIONS OF SAN DE VANCE GOLF
AND TENNIS CLUB CONDOMINIUM ASSOCIATION NO.1, INC.**

In the event that anything in the Rules and Regulations conflicts with this Rule, this Rule controls.

GUEST OCCUPANCY:

A "Guest" is defined as a person who enters upon the Condominium property at the invitation of a Unit Owner or a Tenant of a Unit Owner (or their respective families) for the purpose of visiting the Unit Owner or Tenant (or their respective families). Use or visitation without consideration (payment) distinguishes a Guest from a Tenant. There are various types of Guest uses that are regulated as follows:

1) Non-overnight Guests When Unit Owner or Tenant is Absent:

Unit Owners and Tenants are prohibited from having non-overnight Guests when the Unit Owner or Tenant is absent from the Unit, unless the non-overnight Guest is registered with the Association by the Unit Owner or Tenant prior to the non-overnight Guest entering the unit. In the absence of the Unit Owner or Tenant, non-overnight Guests are prohibited from using the Clubhouse or any of the recreational facilities of the Association. The Association can restrict or prohibit Guest visitation by persons convicted of, but not limited to, sexual offenses, thefts, assaults and drug offenses.

2) Overnight Guests When Unit Owner or Tenant is in Residence:

Unit Owners and Tenants can have overnight Guests, so long as the Unit Owner or Tenant is in simultaneous residence. Any Guest visiting the Unit Owner or Tenant for a period of more than thirty (30) calendar days in any sixty (60) calendar day period must file an Application with the Management of the Association on a form provided by the Association, consent to a full background investigation and allow a report to be generated in connection therewith, and be interviewed by an authorized representative of the Board of Directors. The Association can restrict or prohibit Guest visitation by persons convicted of, but not limited to, sexual offenses, thefts, assaults and drug offenses.

3) Overnight Guests in the Absence of the Unit Owner or Tenant:

a) Unit Owners can have overnight Guests in the absence of the Unit Owner, subject to the following conditions and such other Rules and Regulations as deemed necessary by the Board to effectuate the residential, non-transient nature of this Condominium Association. The Association can restrict or prohibit Guest visitation by persons convicted of, but not limited to, sexual offenses, thefts, assaults and drug offenses.

1) A Unit Owner who will have overnight Guests in the absence of the Unit Owner must notify the Management of the Association in writing prior to the arrival of the overnight Guest(s), stating the full legal name of each Guest and the dates of their stay. The number of

Guests occupying the unit is restricted to two (2) persons per bedroom. The Unit Owner is responsible for the actions and conduct of the Guests and must provide all overnight Guests with a copy of the governing documents of the Condominium Association, including the Rules and Regulations. Should any Guest violate any provision in the governing documents, including, but not limited to, the Rules and Regulations, the Association can hold the Unit Owner responsible for the actions of the Guest and enforce the governing documents against the owner of the unit that the Guest is occupying. Any Guest(s) occupying a unit for a period of more than thirty (30) calendar days in any sixty (60) calendar day period, must file an Application with the Management of the Association on a form provided by the Association, consent to a full background investigation and allow a report to be generated in connection therewith, and be interviewed by an authorized representative of the Board of Directors. It is the intent of this provision that once any Guest or series or combination of Guests occupies a Unit in the absence of the Unit Owner for a combined total of sixty (60) days in a calendar year, the Unit Owner cannot have any Guest occupy the Unit overnight in the absence of the Unit Owner until the commencement of a new calendar year.

- 2) A Guest's vehicle parked on Association property must comply with all parking regulations in the governing documents of the Association, including, but not limited to, the Rules and Regulations, and must properly display a Guest Parking Permit issued to the owner of the Unit the Guest is occupying.

- b) Tenants are prohibited from having overnight Guests in the absence of the Tenants' simultaneous residence.

4. Guests deemed Illegal Occupants:

Any Guest occupying or visiting a Unit contrary to the terms and conditions of this Rule is deemed an Illegal Occupant, whether or not any consideration is being received for the use of the Unit. Any Guest deemed an Illegal Occupant is also deemed disapproved, pursuant to the provisions of the Declaration of Condominium of San de Vance Golf and Tennis Club Condominium Association, No.1, Inc. The Association can evict such Illegal Occupant(s), or bring any other legal or equitable action to have such Illegal Occupant(s) removed from the Condominium Property, in its own name or as the agent of the Unit Owner, and to recover from the Unit Owner and/or the Illegal Occupant(s), jointly and severally, the Association's costs and reasonable attorney's fees, through all appellate levels, incurred in connection with such eviction or other legal or equitable action, whether suit be brought or not, and to prohibit such Illegal Occupant(s) from accessing the Condominium Property; accessing, utilizing, or occupying the Unit; or accessing or utilizing any of the Common Elements or recreational facilities. The remedies provided for herein are cumulative and in addition to any other remedy the Association has against the Unit Owner, Guest/Tenant, or Illegal Occupant.

SAN DE VANCE GOLF & TENNIS CLUB CONDOMINIUM ASSOCIATION No.1, INC.
RULES AND REGULATIONS REGARDING INSPECTION/COPYING OF RECORDS AND CERTIFIED INQUIRIES

I. RECORDS DEFINED

The official records available for inspection and copying are those designated by the Florida Condominium Act, as amended from time to time.

II. PERSONS ENTITLED TO INSPECT OR COPY

Every unit owner or the unit owner's authorized representative, as designated in writing, shall have the right to inspect or copy the official records pursuant to the following rules.

III. INSPECTION AND COPYING

- A. A unit owner, or a unit owner's authorized representative, desiring to inspect the Association's records shall submit a written request to the Association or its manager. The request must specify the particular record subject to inspection.
- B. Inspection or copying of records shall be limited to those records specifically requested.
- C. No unit owner or authorized representative shall submit more than three (3) written requests for inspection or copying in a thirty (30) day period.
- D. All inspection of records shall be conducted at the Association's office or at such other location designated by the Association. No unit owner or authorized representative shall remove original records from the location of inspection. No alteration of the original records shall be allowed.
- E. No inspection of the record or groups of records, at any given inspection, shall take longer than four (4) hours. If the inspection cannot be completed within such time frame, owner shall submit a request in writing for a subsequent continuation inspection which shall be accommodated within the next ten (10) days.
- F. Records shall be made available by the Association for inspection on or before the fifth (5th) working day subsequent to actual receipt by the Association of the written request for inspection. This time frame may be extended by written request of the unit owner. Same notwithstanding, this time frame may be extended in the event records are so voluminous or otherwise in such condition as to render this time frame unreasonable. Financial records currently undergoing preparation for a financial examination will not be available at the Association's office and may require examination at the offices of a financial examiner. The Association shall notify the unit owner or authorized representative, by telephone or in writing, that the records are available and the time, date and place for such inspection. Inspection shall be made only during normal business hours of the Association or normal business hours of the location of inspection if other than the Association office. (For the purposes herein, the terms "working day" shall mean Monday through Friday, exclusive of federal, state and local holidays in which the office of the Association is closed. For purposes herein "normal business hours" shall be the hours at the location where the records are inspected is customarily opened, or if there are no customary hours, then 9:00 a.m. to 12:00 p.m. and 1:00 p.m. to 4 p.m., Monday - Friday.
- G. If a unit owner or authorized representative desires to obtain a copy of any record, the unit owner or authorized representative shall designate in writing which record is desired or in the alternative shall designate such record by use of a tab or clip upon the pages desired. Any written request shall designate the specific record or portion thereof. If the location of inspection has a copy machine, then copies of the record shall be available within a reasonable period following the request. The Association will determine, in its sole discretion, if the Association's copy machine or a copy service will be used. In the event the above referenced time frame is impracticable due to the voluminous nature or condition of the records, then copies will be made available as soon as is practical.
- H. A unit owner or authorized representative shall pay the reasonable expense of copying in the amount of \$0.25 per page. Payment in advance of copying shall be required by check, or owner may furnish his/her own copy machine and make their own copies at no cost to San De Vance Golf & Tennis Club Condominium Association No.1, Inc. If an outside copying service is required, the cost of same will be the Owner's responsibility.

Adopted unanimously by the Board of Directors, Thursday, March 15, 2007

SAN DE VANCE GOLF & TENNIS CLUB CONDOMINIUM ASSOCIATION No.1, INC.
RULES AND REGULATIONS REGARDING INSPECTION/COPYING OF RECORDS AND CERTIFIED INQUIRIES

III. INSPECTION AND COPYING. (cont'd).

- I. Only the unit owner or the authorized representative shall be given access to the Association's records. No more than two (2) individuals at any scheduled appointment shall be permitted access to review the Association's records.

IV. MANNER OF INSPECTION

- A. No written request for inspection or copying shall be made in order to harass any unit owner, resident or Association agent, officer, director or employee.
- B. All persons inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the Association office or office where the records are otherwise inspected or copied. The Association office, or office of inspection, shall assign staff persons or Association representatives to assist in the inspection and monitoring of the inspection. All requests for further assistance and copying during inspection shall be directed to the Association's designated representative.
- C. The Association may, at its discretion, videotape the inspection sessions.
- D. The Association may maintain a log detailing:
 1. The date of written request for inspection.
 2. The name of the requesting party.
 3. The records which are requested.
 4. The date of availability of records for inspection or copying.
 5. The date and time of actual inspection or copying.
 6. The signature of the person inspecting or copying acknowledging receipt of the records. Every person inspecting or receiving copies of the record shall sign said receipt prior to inspection or receipt of copies.
 7. An agreement executed by the Unit Owner that the records so copied will not be used for personal or financial gains.

V. ENFORCEMENT OF INSPECTION AND COPYING RULES

- A. Any violation of these rules shall cause the immediate suspension of the inspection or copying until such time as the violator agrees in writing to comply herewith.
- B. Any requests for inspection and copying not complying with these rules shall not be honored. However, the Association shall indicate in writing the nature of the non-compliance and transmit same to the requesting party.
- C. The Board of Directors may take any available legal action to enforce these rules, including injunctive relief and/or the levy of a fine in the event fining is authorized by the condominium documents.

VI. CERTIFIED INQUIRIES

- A. Every unit owner shall have the right to file a written inquiry seeking a substantive response from the Board of Directors, if such inquiry is sent via certified mail.
- B. Within thirty (30) days, the Board of Directors shall either: (1) issue a substantive written response, (2) notify the unit owner that a legal opinion has been requested, (3) or notify the unit owner that advice has been requested from the division.

Adopted unanimously by the Board of Directors, Thursday, March 15, 2007

SAN DE VANCE GOLF & TENNIS CLUB CONDOMINIUM ASSOCIATION No.1. INC.
RULES AND REGULATIONS REGARDING INSPECTION/COPYING OF RECORDS AND CERTIFIED INQUIRIES

VI. CERTIFIED INQUIRIES. (cont'd).

- C. If the Board of Directors requests advice from the division, the Board of Directors shall, within ten (10) days of its receipt of the advice, provide in writing a substantive response to the unit owner. If a legal opinion is requested, the Board of Directors shall, within sixty (60) days after the receipt of the inquiry, provide in writing a substantive response to the inquiry.
- D. The Board of Directors is only obligated to respond to one (1) written inquiry per unit in any given thirty (30) day period. Any additional inquiry or inquiries will be responded to in the next subsequent thirty (30) day period, or periods, as applicable.
- E. No certified written inquiry shall be made in order to harass any Association agent, officer, director, employee or unit owner.
- F. All unit owners filing certified written inquiries with the Association shall conduct themselves in a respectful businesslike manner and shall not interfere with the operation of the Association.
- G. Any requests for a written substantive response from the Board of Directors not complying with these rules shall not be honored and the Association shall have no obligation to indicate the nature of the non-compliance.
- H. The Board of Directors may take any available legal action to enforce these rules, including injunctive relief and/or the levy of a fine in the event fining is authorized by the condominium documents.

NOTICE TO SAN DE VANCE UNIT **OWNERS and RESIDENTS**

NEW RULES

- 1) Any person using the Pool and the Pool Deck area who is incontinent or not fully potty trained must wear a swim diaper at all times both in and out of the water. If a swim diaper is not worn and/or accidents persist, such acts will be presumed to be negligent or intentional. Such an act may result in a suspension of the Right of Use of the Common Elements.
- 2) No person, whether Owner, tenant, resident, invitee or guest, may damage the Common Elements or Association property in any manner, or act in any way that increases the cost of maintaining the Common Elements or Association Property in any manner. Such acts will include acts that require additional cleaning or sanitation, such as urination or defecation on the Common Elements or Association property. Any such act will be presumed to be a negligent or intentional act. In the event of any of the above acts, the costs of remediating same, including the costs of cleaning and sanitation, will be the responsibility of the Owner (whether that act was committed by the Owner, or his or her tenant, resident, invitee or guest), and may be charged to the Owner's account and collected in the manner of an assessment.

The above two Rules have been adopted unanimously by the SDV Board of Directors, are effective immediately and have the dignity of Bylaws. Please add them to your official Documents for the San de Vance Community.

The SDV Board of Directors

***Rules & Regulations for Owners, Renters & Guests of
San de Vance, January 2006***

***Rewording for clarification purposes of "Parking" paragraph, page 6.
Adopted by the San de Vance (SDV) Board of Directors, July 2015.***

PARKING

*Covered parking spaces are assigned for the sole use of specific owners. Uncovered parking spaces, with the exception of those designated by blue lines and handicapped symbols or signs, are available on a "first-come, first-served" basis. Parking on the grass of Community property is prohibited. Please, **DO NOT PARK IN ANY RESERVED PARKING PLACE** other than your own designated space, unless you have the owner's written permission, which is to be kept on file in the SDV Office. A required SDV parking decal will be issued to every resident for legally registered cars in their possession at their time of occupancy. Any vehicle without a properly displayed SDV parking decal will be subject to towing from the property. As per the SDV Bylaws, Section 11.3 (g), no inoperable car may remain on SDV property for more than 12 hours. Likewise, no commercial vehicles, trucks, campers, recreational vehicles, boats, boat trailers or trailers of any kind may be parked on SDV property. Any vehicle in violation of any provision of this rule or in violation of Section 11.3(g) of the SDV Bylaws will be subject to being towed.*

In accordance with Florida law, you will be notified of impending towing by warning stickers placed on a side window of your vehicle. All fees incurred with the towing company, along with any storage fees for a towed vehicle, are the responsibility of the owner of the vehicle. All overnight guests must clearly display a SDV guest-parking permit. Any vehicle left on the property without a visible SDV-issued permit for parking will be subject to towing.

The SDV Board of Directors

ALL AMENDMENTS

&

ADDITIONS

TO

SAN DE VANCE

GOVERNING

DOCUMENTS

CFN 20190128639
OR BK 30537 PG 544
RECORDED 04/11/2019 15:28:08
Palm Beach County, Florida
AMT
Sharon R. Book
CLERK & COMPTROLLER
Pgs 0544-0548; (5Pgs)

This Instrument Prepared by and Return to:
Rachel E. Frydman, Esq.
The Frydman Law Group, PLLC
3111 N. University Drive, Suite 403
Coral Springs, FL 33065
954-227-3916
Declaration Recorded in Official Records
OR Book 7657 Page 1347 of the Public
Records of Palm Beach County, Florida.

**CERTIFICATE OF AMENDMENT
TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF SAN DE VANCE GOLF & TENNIS CONDOMINIUM NO. 1, INC.**

THIS AMENDMENT is made this 10th day of April 2019, by SAN DE VANCE GOLF & TENNIS CONDOMINIUM NO. 1, INC., (hereinafter "ASSOCIATION") pursuant to its AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR SAN DE VANCE GOLF & TENNIS CONDOMINIUM NO. 1, INC. (hereinafter "DECLARATION"), which have been duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 7657 at Page 1347.

WHEREAS, at a duly called and noticed meeting of the membership of ASSOCIATION, held on April 9, 2019, the DECLARATION was amended;

WHEREAS, the Amendments set forth herein are for the purpose of amending the DECLARATION;

WHEREAS, the Amendments set forth herein do not materially or adversely alter the proportionate voting interest appurtenant to any parcel, do not increase the proportion or percentage by which a parcel shares in the common expenses of the ASSOCIATION, nor impair the rights and priorities of any lienors or mortgagees;

NOW, THEREFORE, the undersigned hereby certify that the Amendments to the DECLARATION set forth herein are a true and correct copy of the Amendments as amended by the membership.

~~~~~  
1. Amendment to Article 12.1 (b) of the Declaration as follows, new language as underlined while noting the changed and removed language by ~~strikeout~~:

"b. LEASE. A unit owner may not lease a unit without the Association granting approval of the lessee. A unit owner may not lease a unit during the first ~~twelve (12)~~ twenty four (24) months of ownership. No lease shall be made for less than ~~three (3)~~ six (6) consecutive months. An owner may lease the same unit only twice during a twelve (12) month period. Leases signed or effective after June 1, 2008 shall be subject to the aforementioned rental policy as stated in this Amendment. ~~Leases signed or effective before June 1, 1998 shall be subject to the Declaration in effect prior to this Amendment.~~"

Except as proposed above, all other terms and conditions of in Article 12.1 of the Declaration of Condominium for SAN DE VANCE GOLF & TENNIS CONDOMINIUM NO. 1, INC., shall remain unchanged and in full force and effect according to their terms.  
~~~~~

2. Amendment to Article 12.1 (b) of the Declaration, by adding subparagraph 1 as follows, new language as underlined while noting the changed and removed language by ~~strikeout~~:

- "1. Rental Cap. Effective upon the recording of this Amendment, no more than 15% of the Units in the Association (26) will be approved for rent or lease. Units currently under an approved rental agreement may keep the lease with those tenants until the lease is terminated. No further renting shall be approved until the number of units under lease agreement falls below 26. A waiting list shall be created for any owner desiring to lease his or her unit while at the cap. Once there is availability to rent, the first owner on the wait list shall be notified of the availability to rent, and they shall have 60 days from the notice date to secure a tenant. Any owner desiring to rent his or her unit must be current with maintenance payments to the Association, must submit an application and obtain Association's approval prior to any tenant occupying a Unit. Once approved, and at all times during the tenancy, a copy of the valid and current lease must be provided to the Association with any changes notifying the Association in advance. Failure to comply with these requirements may prohibit an owner from being permitted to rent the Unit or maintain a spot on the waiting list."

Except as proposed above, all other terms and conditions of in Article 12.1 of the Declaration of Condominium for SAN DE VANCE GOLF & TENNIS CONDOMINIUM NO. 1, INC., shall remain unchanged and in full force and effect according to their terms.

3. Amendment to Article 12.2(a)(1) of the Declaration, as follows, new language as underlined while noting the changed and removed language by ~~strikeout~~:

"a. NOTICE TO ASSOCIATION.

- (1) SALE. A Unit Owner intending to make a bonafide sale of his Unit shall give to the Association notice of such intention, together with such information concerning the intended Purchaser as the Association may require. Each proposed Purchaser must have a minimum FICO score of 700 and for the Unit, there must be a minimum gross income of \$60,000 regardless of number of buyers. The Association may require proof of income to include, but is not limited to, pay stubs, 2 years of tax returns, pension or annuity statements, etc. Assets and bank account information does not count towards income. Additionally, no proposed Purchaser may mortgage more than 80% of the purchase price of the Unit. Such notice, at the Unit Owner's option, may include a demand by the Unit Owner that the Association furnish a Purchaser for the Unit if the proposed Purchaser is not approved. If such demand is made, the notice shall be accompanied by a executed copy of the proposed contract of sale and purchase.

Except as proposed above, all other terms and conditions of in Article 12.2 of the Declaration of Condominium for SAN DE VANCE GOLF & TENNIS CONDOMINIUM NO. 1, INC., shall remain unchanged and in full force and effect according to their terms.

4. Amendment to Article 12.2(a)(2) of the Declaration, as follows, new language as underlined while noting the changed and removed language by ~~strikeout~~:

- "(2) LEASE. A Unit Owner intending to make a bona fide lease of his entire Unit shall give to the Association notice of such intention, together with the name, address, and such other information concerning the intended lessee as the Association may require, and a copy of the proposed lease. A demand for a substitute lessee may be made as heretofore provided. Each proposed Tenant must have a minimum FICO score of 650 and for the Unit there must be a minimum gross income of \$45,000 regardless of the number of applicants for tenancy. The Association may require proof of income to include, but

is not limited to, pay stubs, 2 years of tax returns, pension or annuity statements, etc. Assets and bank account information does not count towards income."

Except as proposed above, all other terms and conditions of in Article 12.2 of the Declaration of Condominium for SAN DE VANCE GOLF & TENNIS CONDOMINIUM NO. 1, INC., shall remain unchanged and in full force and effect according to their terms.

5. Amendment to Article 12.3 of the Declaration, by removing it and replace it in its entirety, new language as underlined while noting the changed and removed language by ~~strikeout~~:

"12.3 DISAPPROVAL BY ASSOCIATION. If the Association shall disapprove a transfer of ownership, including transfer by quit claim deed, or the leasing of a Unit, the Association shall deliver a certificate of disapproval of the Association and the disapproved transaction shall not be made. The Association shall have the right to deny an applicant for purchase or lease if he or she does not meet the financial requirements of the Association as further detailed in this Declaration. Additionally, if the applicant has a felony conviction of less than 15 years from the date of the application or if the applicant has a misdemeanor conviction for a crime related to property theft, drugs or weapons, of less than 8 years from the date of the application, the Association has the right to deny the applicant."

Except as proposed above, all other terms and conditions of in Article 12.3 of the Declaration of Condominium for SAN DE VANCE GOLF & TENNIS CONDOMINIUM NO. 1, INC., shall remain unchanged and in full force and effect according to their terms.

6. Amendment to Article 12.2(a) of the Declaration by adding subparagraph (6) as follows, new language as underlined while noting the changed and removed language by ~~strikeout~~:

"(6) ESCROW DEPOSIT REQUIREMENT In the event a prospective Purchaser has filed bankruptcy less than 7 years from the date of the application, along with the other required documentation to be provided to the Association, the prospective Purchaser must provide a Cashier's Check in the amount equivalent to 12 months worth of maintenance to be held by the Association and deposited in a non-interest bearing account, after closing on the purchase, for 12 months. Should a 12 month on time payment be established by the new Owner, the funds provided will be returned within 30 days following a written request received from the new Owner. Should the new Owner fail to make a payment, the Association shall apply the funds held in Escrow to the missed payment and the 12 month on time period shall start over from the next on time payment received by the Association."

Except as proposed above, all other terms and conditions of in Article 12.2 of the Declaration of Condominium for SAN DE VANCE GOLF & TENNIS CONDOMINIUM NO. 1, INC., shall remain unchanged and in full force and effect according to their terms.

7. Amendment to Article 12 of the Declaration as follows, new language as underlined while noting the changed and removed language by ~~strikeout~~:

"12. MAINTENANCE OF COMMUNITY INTERESTS. In order to maintain a community of congenital residents who are financially and socially responsible and thus protect the value of the Condominium Property, the transfer and mortgaging of Units shall be subject to the following provisions and the additional requirements that any and all purchasers, tenants, residents or occupants of a Unit, regardless of whether a lease is in effect or length of occupancy in the Condominium, must be screened and approved by the Association prior to occupancy, and any person not listed on the deed shall only reside in the Unit with the Unit Owner during the first 24 months of ownership, and are

subject to all restrictions within the Declaration, as amended from time to time, as long as the Condominium Property exists: ..."

Except as proposed above, all other terms and conditions of in Article 12 of the Declaration of Condominium for SAN DE VANCE GOLF & TENNIS CONDOMINIUM NO. 1, INC., shall remain unchanged and in full force and effect according to their terms.

8. Amendment to Article 14.7 of the Declaration as follows, new language as underlined while noting the changed and removed language by ~~strikeout~~:

"14.7 DEFAULT. The payment of any assessment or installment thereof due to the Association shall be in default if such payment is not paid to the Association when due. If in default for in excess of ten (10) days, the delinquent assessment, or delinquent installments thereof and all advances permitted by Paragraph 14.9 hereof, shall bear interest at the rate equal to the maximum rate then allowed to be charges to individuals in the State of Florida. Additionally, the Association may charge a late fee of \$25 or the maximum amount allowed by law, for any regular assessment and/ or special assessment received after the 10th day of the month. In the event that any Unit Owner is in default in payment of any assessments or installments thereof, owed to the Association, said Unit Owner shall be liable for all costs of collecting the same, including reasonable attorney's fees and costs."

Except as proposed above, all other terms and conditions of in Article 14.7 of the Declaration of Condominium for SAN DE VANCE GOLF & TENNIS CONDOMINIUM NO. 1, INC., shall remain unchanged and in full force and effect according to their terms.

9. Amendment to Article 9(f) of the Declaration as follows, new language as underlined while noting the changed and removed language by ~~strikeout~~:

"(f) PETS. Domestic pets or animals (provided, however, only one (1) dog and/ or one (1) cat) may be kept or harbored, by Unit Owners only, on the Condominium Property or Unit so long as such pets or animals do not exceed twenty-five (25) pounds when fully grown and do not constitute a nuisance. Tenants or other occupants are not permitted to have a pet or animal on the Condominium Property or Unit. As of recording date of this amendment, current tenants or other occupants may keep their current pet or animal until the tenant or other occupant vacates the premises. No pet or animal shall be replaced by a tenant or other occupant if the current pet or animal dies or is lost. A determination by the Board of the Association that an animal or pet kept or harbored in a Unit is a nuisance shall be conclusive and binding on all parties. When notice of removal of any pet is given, said pet shall be removed within forty-eight (48) hours of the giving of notice. All pets shall defecate only in the "pet walking" areas on the Condominium Property designated for such purpose, if any."

Except as proposed above, all other terms and conditions of in Article 9 of the Declaration of Condominium for SAN DE VANCE GOLF & TENNIS CONDOMINIUM NO. 1, INC., shall remain unchanged and in full force and effect according to their terms.

~~~~~

IN WITNESS WHEREOF, the Association has caused these Amendments to the Amended and Restated Declaration of Condominium for SAN DE VANCE GOLF & TENNIS CONDOMINIUM NO. 1, INC., to be executed by the duly authorized officer on this 9th day of April, 2019.

SAN DE VANCE GOLF & TENNIS CONDOMINIUM NO. 1, INC.

By: Karen M. Preznick  
President of Association

Witness Printed Name

Rachel Frydman

Witness Signature

[Signature]

Witness Printed Name

Eileen Nejib

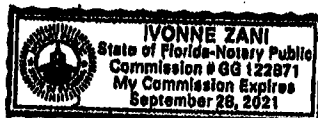
Witness Signature

[Signature]

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

THE FOREGOING instrument was executed before me this 9th day of April, 2019, by KAREN PREZNICK, President of SAN DE VANCE GOLF & TENNIS CONDOMINIUM NO. 1, INC., and the two witnesses, Rachel Frydman and Eileen Nejib who upon being duly sworn acknowledged to me that they signed the foregoing document and produced a driver's license as proof of identity.

WITNESS my hand and official seal at the County and State aforesaid this 9th day of April, 2019.



[Signature]  
Notary Public  
My commission expires: