

Assn Unit # _____ Owner/Tenant: _____

*Note: The statements contained herein are only summary in nature. **Association rules, bylaws, policies, State Statutes and all other legal condominium documents supersede any statements, stipulations or provisions made in the Landlord/Tenant lease documents.** Prospective purchasers/tenants should refer to all applicable references, exhibits, the sales contract and the Condominium Documents which should be available from the current owner.*

Q. (Owners & Tenants) What are my voting rights in the Condominium Association?

A. Unit Owners are entitled to one (1) vote per unit. Tenants cannot vote.

Q. (Owners & Tenants) What restrictions exist in the condominium documents on my right to use my unit?

A. The following restrictions exist for both owners and tenants, per the declaration, bylaws and amendments:

1. A One (1) Bedroom unit is restricted to use as a family residence for no more than three (3) persons.
2. A two (2) Bedroom unit is restricted to use as a family residence for no more than four (4) persons.
3. No person under the age of 55 may permanently reside in the unit unless it is a verified hardship case in writing and approved by the Board of Administration.
4. Guests may reside in the residence for no more than 30 nonconsecutive days per calendar year. **Owner must reside (be present at the property) at all times during visit by any guests other than owner's adult children.**
5. Noise levels must be kept at a minimum at all times as to not interfere with residents living adjacent to you.
6. In accordance with the Fair Housing Act of 1988 and our designation as a senior community, at least one occupant living in the unit must be 55 years of age or older in at least 80% of the Units. Any exceptions due to hardship must be approved by the Board of Administration. We have no motivation to make exceptions because to do so places us in jeopardy of losing our Senior Community Status.
7. No pets are allowed.
8. The unit cannot be used for business purposes, nor can commercial vehicles be parked on the property.
9. An owner may lease the unit only once per year with exceptions of death of the tenant or hardship as approved in writing by the Board of Administration.
10. Owners and tenants must abide by all Association rules, bylaws, covenants and state statutes, including the requirements to ensure that both owners and their tenants have completed all documentation required for a new lease or annual renewal of their current lease. Failure to provide this annual documentation will result in non-renewal of any current lease and disapproval by the Association of any future leases.

Q. (Owners Only) What restrictions exist in the condominium documents on the leasing or selling my unit?

1. No unit owner may lease or sell the unit without the prior written approval of the condominium association Board. 1st Right of Refusal by the Association applies.
2. A \$150 fee is required (per couple or per unmarried individual) to complete an investigation along with a \$50 administrative processing fee prior to approval to own or lease the unit.

Q. (Owners & Tenants) Do I have to be a member of any associations?

A. No.

Q. **(Owners Only)** *How much are the monthly condominium maintenance payments and the monthly payments to the West Palm Beach Recreational (WPRF) Facilities, Inc.?*

A. The payments are based upon unit configuration and are payable by the owner only. *The amounts change yearly. Please setup an ACH Auto withdrawal with your financial institution within 30 days of move-in.*

Q. **(Owners & Tenants)** *Am I required to pay rent on land use fees for recreational or other common use facilities?*

A. This fee is paid to WPRF, Inc. by the owner on a monthly basis (see above question) for recreational facility use and community common areas maintenance (Master Management Agreement). This is typically included in tenant's monthly rent. Tenants should be made aware that if the owner defaults on this monthly WPRF payment, the tenant may be subject to loss of privileges to the recreational facilities. *We recommend adding a clause in the tenant's lease allowing them to break the lease and move should be owner default on their WPRF payments.*

Q. *Is the condominium association or other mandatory membership associations involved in any court cases in which it may face liability? If so, identify each case.*

A. No.

Q. **(Owners & Tenants)** *As a unit owner or tenant, will I receive a copy of the condominium documents, bylaws, current budget and the previous year's financial report?*

A. For **owners** -Yes. You should receive from the seller at closing. For **tenants** – the landlord is solely responsible to provide you with this documentation and to ensure that you understand and agree to abide by all of the rules, policies and documents of the association prior to moving in. You can ask the landlord for a copy of the By-laws in paper or electronic format. You can also download a copy of the By-Laws from the Palm Beach County Website. Let the board know if you fail to receive this documentation.

Q. *Is the condominium incorporated?*

A. Yes, all 309 associations in Century Village are incorporated and are not-for-profit corporations.

Q. **(Owners & Tenants)** *Is the Condominium covered by Insurance?*

A. Yes, however coverage **only** applies to the common element areas of the association. The **inside** of the unit (i.e. wall coverings such as paint & trim, floor coverings such as carpet, tile or vinyl, molding etc., any fixtures, cabinets and personal property of the owner), requires separate Homeowners' Insurance coverage paid for by the owner that covers the inside of the residence for a minimum of \$ 30,000.00. The purchase of this insurance by the owner is optional. However, upon the filing of any catastrophic claim by the Association, the owner is required to pay their portion of any claim filed by the Association, called Loss Assessment Coverage, which is due and payable immediately. This is normally included as part of the homeowner's insurance policy, which may or may not be purchased by the owner. Tenants may purchase separate Renter's Insurance to protect their contents. ***Tenants should ascertain whether or not the owner has Homeowner's Insurance prior to moving in, as this will affect the tenant's ability to remain in the unit should a claim be filed.*** By the same token, ***tenants are required to immediately notify the association president and landlord of any disruption in the form of leaky faucets, flooding, smoke, etc. (contact information is on the bulletin board). Failure to do so could result in refusal of the homeowner's insurance claim by the owner's insurance company. This would be considered negligence on the part of the tenant and will most likely result in immediate eviction action taken by the condo owner or Association against the tenant.***

Q. (Owners & Tenants) Are Pets allowed?

A. No.

Q. (Owners & Tenants) How many cars am I allowed to have?

A. Each owner has one parking space designated for their use. We also have three white guest parking spaces that are **for guest use only**. For those with a 2nd automobile, you will have to make arrangements for off-site parking.

Q. (Owners & Tenants) Where do I park my bicycles?

A. There is an area under the stairwells designated to store bicycles when not in use, 1st come, 1st serve. You may keep your bicycles in your front porch or inside your home. Be sure to lock your bicycle.

Q. (Owners & Tenants) What about motorcycles, RVs, trailers, etc.? Where do I park those?

A. At the present time there is no designated area in our association or in the Village for any of the above. *Security will ask you to remove these vehicles from Village property.*

Q. (Owners & Tenants) What kind of routine services should I expect to see?

A. You will see a crew here weekly to do lawn care and landscape maintenance. If you see an issue, contact the Board. Tenants, contact your landlord. The homes are treated annually, around March, for pest control maintenance inside the home and are treated outside every quarter. Any further pest problems can be treated with a call to the pest control company for free. The phone number is posted on the bulletin board.

Q. (Owners & Tenants) What if I pay my rent but the landlord doesn't pay their assessments or gets behind in their monthly payments?

A. ***Per Florida Statute 718.111*** – The owner will receive a letter from the Board of Administration notifying them that **until they become current in their payments, the tenant must pay their rent directly to the association.** The tenant will be notified that beginning the first day of the following month, the tenant will make their check payable directly to Association, i.e. "Sheffield D COA", and deliver the payment directly to the president or other board officer, who will provide them with a receipt for their rental payment that month. Once the landlord/owner becomes current, the tenant will be notified to once again make payments directly to the landlord. ***The owner may not request payments from the tenant for months paid to the Association!*** If the tenant fails or refuses to make payment to the association, ***they will be immediately served with eviction notice from the property***, per Florida Statutes. This does not apply to any WPRF payment. See question 6. above.

Q. (Owners & Tenants) Where do I do my laundry?

A. 1st floor residents use the laundry room on the 1st floor. Same applies to 2nd floor laundry room for 2nd floor residents. There are also laundry mats nearby within Century Village property.

Q. (Owners & Tenants) What if I have questions that have not been addressed on this form?

A. You may contact any board member listed on the bulletin board near the mailboxes.