

BARRWOOD HOMEOWNER'S ASSOCIATION, INC.

APPLICATION FOR LEASE / PURCHASE APPROVAL

1. THIS APPLICATION MUST BE COMPLETED IN DETAIL BY THE PROPOSED LESSEE AND RETURNED **ONLY** by MAIL (NO EXCEPTIONS) to mailing address:

Florida Community Management Services, Inc.
P.O. Box 9139
Coral Springs, Florida 33075

Office: (954) 346-6262
2. PLEASE ATTACH A COPY OF THE LEASE / PURCHASE AGREEMENT.
and
PLEASE ATTACH **TWO** CHECKS: [**Cashier's Check or Money Orders only!** A **non-refundable** PROCESSING & BACKGROUND INQUIRY FEE of \$150.00 PAYABLE TO **FLORIDA COMMUNITY MANAGEMENT SERVICES, INC.** and a **non-refundable** TRANSFER FEE of \$50.00 PAYABLE TO **BARRWOOD HOMEOWNER'S ASSOCIATION, INC.** . . . IF ANY OTHER PAYMENT IS PRESENTED, OR YOUR PAPERWORK IS INCOMPLETE OR MISSING DOCUMENTS YOUR INTERVIEW WILL BE RESCHEDULED AT THE CONVENIENCE OF THE BOARD THE FOLLOWING MONTH. **ALL RENTERS MUST ALSO INCLUDE AN \$800.00 DEPOSIT.**
3. Please be advised that BARRWOOD HOA, Inc. will contact you as to the availability of the Board of Directors who will conduct the screening through the Management Company, Florida Community Management Services, Inc. The screening will take approximately one to two hours. **Everyone above the age of four MUST attend the screening. There will be no exceptions, no Power of Attorney, & no Skype.**
4. PETS: NO MORE THAN 2 PER UNIT, WEIGHING NO MORE THAN 40 LBS. EACH AT FULL GROWTH
5. WARRANTY DEED: AT CLOSING YOU NEED TO MAKE SURE A COPY OF THE UNRECORDED DEED IS FAXED TO THE MANAGEMENT COMPANY SO THAT OWNER RECORDS CAN BE CHANGED AND COUPONS WILL BE SENT OUT FROM ACCOUNTING.
6. NO TRUCKS (OVER 1 TON & MORE THAN 4 WHEELS), COMMERCIAL VEHICLES, CAMPERS, MOBILE HOMES, MOTORHOMES, BOATS, TRAILERS MAY BE PARKED OVERNIGHT.
7. LEASING OR RENTING OF A UNIT MUST FOLLOW COMMUNITY GUIDELINES.
8. AN INTERVIEW BY THE PROPERTY MANAGER OF THE ASSOCIATION IS REQUIRED.
9. THIS COMPLETED APPLICATION MUST BE SUBMITTED TO THE ASSOCIATION OFFICE NO LATER THAN 30 DAYS PRIOR TO THE DESIRED DATE OF OCCUPANCY.
10. PURCHASE: ALL POTENTIAL OWNERS AND THEIR CHILDREN FOUR YEARS OF AGE AND OLDER MUST BE PRESENT AT THE SCREENING. IF ALL ARE NOT PRESENT ANOTHER DATE WILL BE SET FOR THE SCREENING AND THE FEES MUST BE PAID FOR THE RE-SCREENING.
11. RENTERS: THE OWNER AND ALL RENTERS AND THEIR CHILDREN FOUR YEARS OF AGE AND OLDER **MUST BE PRESENT AT THE SCREENING.** IF ALL ARE NOT PRESENT THE SCREENING DATE WILL BE RESET AND THE FEES MUST BE PAID FOR THE RE-SCREENING.

YOU MUST SUBMIT A COMPLETE APPLICATION (AND FEES)
FOR ALL ADULTS OVER 18 YRS. OF AGE WHO WILL EITHER
BE LIVING IN THE UNIT, OR HAVE THEIR NAME ON THE
DEED, UNLESS A MARRIED COUPLE IS PURCHASING THE
UNIT. IF A MARRIED COUPLE USES DIFFERENT NAMES,
THEY MUST INCLUDE A COPY OF THEIR MARRIAGE-
CERTIFICATE. IF A COUPLE IS JUST LIVING TOGETHER,
THEY NEED TWO SEPARATE APPLICATIONS AND
BACKGROUND CHECK.

CHECKLIST

1. If any question is left blank, this application may not be approved. This application is subject to approval.
2. Attached are two money orders for non-refundable fees of \$150.00 payable to **FLORIDA COMMUNITY MANAGEMENT SERVICES, INC.** and \$50.00 non-refundable transfer fee payable to **BARRWOOD HOA, INC. per person not related or Adult over 18 years of age.**
3. Please / enclose a copy of the Lease / Purchase Agreement with this application.
4. Two pets, 40 lb. limit per unit. Include letter from your veterinarian confirming all the pets' weight at full growth.
5. No commercial vehicles, boats trailers, RV's, vans etc. permitted on the premises overnight.
6. Please enclose your vehicle's current registration & insurance.
7. No leases/ rentals without prior authorization from Board of Directors.
8. Owner's Signed and **NOTIRIZED** the **Indemnification and Hold Harmless Agreement.**

I/We declare the above information to be true and correct. I/We authorize the landlord, or agent(s) to verify and obtain a consumer credit report.

I/We understand an investigation of my background will be conducted to determine by character, general reputation, personal characteristics, mode of living and specifically authorize FLORIDA COMMUNITY MANAGEMENT SERVICES, INC.

To make such an investigation.

I/We agree to abide by the Rules and Regulations of the Association.

SIGNED _____ DATE _____
Applicant

SIGNED _____ DATE _____
Co-Applicant

AFFIDAVIT

COMMUNITY: Barrwood Homeowner's Association, Inc.

ADDRESS: _____

BUYER: _____

AGENT: _____

SELLER: _____

AGENT : _____

NAME OF ADDITIONAL PERSON(S) TO BE INCLUDED ON DEED:

(1). _____ RELATIONSHIP _____

(2). _____ RELATIONSHIP _____

I, WE, THE UNDERSIGNED, HAVE RECEIVED AND REVIEWED IF PURCHASING, REVIEWED IF LEASING A COPY OF THE GOVERNING DOCUMENTS AND /OR THE RULES AND REGULATIONS.

I, WE, HAVE ALSO BEEN ADVISED OF ANY AND ALL NEW RULES AND REGULATIONS THAT HAVE BEEN PROMULAGATED FROM THE TIME OF THE RECORDING OF THESE DOCUMENTS AND HAVE MADE MYSELF FAMILIAR WITH THEM.

I, WE, WILL DO OUR UTMOST TO ABIDE BY THE RULES AND FULLY UNDERSTAND THAT IT WILL BE OUR RESPONSIBILITY TO HAVE OUR TITLE COMPANY OR OUR ATTORNEY ON THE DAY OF CLOSING, FAX A COPY OF THE UNRECORDED EXECUTED DEED TO FLORIDA COMMUNITY MANAGEMENT SERVICES, INC, AT FAX # (954) 346-6557, SO THAT I, WE, CAN BE INCLUDED IN THE CURRENT ROSTER OF OWNERS FOR THE ABOVE-REFERENCED PROPERTY AND RECEIVE ALL PERTINENT NOTICES, ETC. IN ORDER TO FULFILL MY RESPONSIBILITIES AS AN OWNER IN THIS COMMUNITY.

FURTHER, I, WE, HAVE BEEN MADE AWARE OF WHAT OUR MONETARY OBLIGATIONS ARE TO THE ASSOCIATION AND WILL MAKE EVERY EFFORT TO OBTAIN A COUPON BOOK TO MAKE OUR PAYMENT TO THE ASSOCIATION IN A TIMELY MANNER. TIMELY PAYMENTS – WITH THE COUPON - WILL BE MADE: PAYABLE TO THE ASSOCIATION AND MAILED TO THE PROPER LOCATION AS INSTRUCTED BY THE ASSOCIATION'S ACCOUNTING FIRM, CHARLES KIRBLICH, P.A., 1121 EAST BROWARD BLVD, FT. LAUDERDALE, FL 33301 954/579-5497 AND FAX 954 764-2336

I, WE, WILL BE RESPONSIBLE FOR ALL THE ABOVE AND IF A DEFAULT OCCURS, I, WE UNDERSTAND THAT I, WE, WILL BE LIABLE FOR ANY AND ALL ADDITIONAL FEES INCLUDING BUT NOT LIMITED TO FINES, LATE FEES, ATTORNEY FEES, AND INTEREST AS THEY RELATE.

SIGNATURE OF AFFIANT

ATLANTIC

Personnel and Tenant Screening APPLICATION FOR RESIDENCY

DATE: _____
 BUILDING #: _____ APARTMENT #: _____

APPLICANT NAME: _____ DOB: _____ SS #: _____
 ** SPOUSE/CO-APPL: _____ DOB: _____ SS#: _____
 (IN CASE OF EMERGENCY, NOTIFY: _____)
 (ADDRESS: _____ PHONE #: _____)
 ** IF APPLICANT AND CO-APPLICANT ARE NOT MARRIED, THEN 2 APPLICATIONS MUST BE COMPLETED.
 Number of people who will occupy: Adults (over age 18) _____ Children (over 13) _____ Children (under 13) _____
 Names & ages of children who will occupy: _____
 Description of Pets (Breed, Size, Color, Weight, Etc.) _____

RESIDENCY:
 PRESENT ADDRESS: FROM _____ TO _____ HOME PHONE# : _____
 STREET: _____ APT#: _____
 CITY: _____ STATE: _____ ZIP: _____
 LANDLORD/MORTGAGE CO: _____ PHONE #: _____
 CITY: _____ STATE: _____ ZIP: _____

PREVIOUS ADDRESS: FROM _____ TO _____
 STREET: _____ APT#: _____
 CITY: _____ STATE: _____ ZIP: _____
 LANDLORD/MORTGAGE CO: _____ PHONE #: _____
 CITY: _____ STATE: _____ ZIP: _____

EMPLOYMENT:
 PRESENT EMPLOYER (APPLICANT): _____
 STREET: _____ PHONE#: _____
 CITY: _____ STATE: _____ ZIP: _____
 LENGTH OF EMPLOYMENT: _____ POSITION: _____ SALARY: _____

PRESENT EMPLOYER (CO-APPLICANT): _____
 STREET: _____ PHONE#: _____
 CITY: _____ STATE: _____ ZIP: _____
 LENGTH OF EMPLOYMENT: _____ POSITION: _____ SALARY: _____

PREVIOUS EMPLOYER (APPLICANT): _____
 STREET: _____ PHONE#: _____
 CITY: _____ STATE: _____ ZIP: _____
 LENGTH OF EMPLOYMENT: _____ POSITION: _____ SALARY: _____

CHARACTER REFERENCES (NO RELATIVES):
 NAME: _____ HOME PHONE#: _____ WORK PHONE #: _____
 STREET: _____ CITY/STATE: _____ ZIP: _____
 NAME: _____ HOME PHONE#: _____ WORK PHONE #: _____
 STREET: _____ CITY/STATE: _____ ZIP: _____

AUTOMOTIVE INFORMATION:
 NUMBER OF CARS: _____ DRIVERS LICENSE #: _____ STATE/EXP. DATE: _____
 MAKE: _____ MODEL: _____ YEAR: _____ TAG #: _____ STATE: _____

Attached is my non-refundable application fee of: \$ _____
 I/WE HEREBY AUTHIORIZE THE LANDLORD OR ITS AGENT, ATLANTIC PERSONNEL AND TENANT SCREENING, TO OBTAIN AND VERIFY A CONSUMER CREDIT REPORT, ALONG WITH AN INVESTIGATION OF MY BACKGROUND WHICH MAY INCLUDE INFORMATION REGARDING BY CHARACTER, BANKING IISTORY, PRESENT AND PRIOR RESIDENTIAL HISTORY, PAST AND PRESENT EMPLOYMENT HISTORY AND CRIMINAL HISTORY.
 I/WE AGREE TO INDEMNIFY AND HOLD HARMLESS ATLANTIC PERSONNEL AND TENANT SCREENING, ITS EMPLOYEES, OFFICERS, DIRECTORS, AFFILIATES, SUB CONTRACTORS AND AGENTS FROM ANY LOSS, EXPENSE, OR DAMAGE WHICH MAY RESULT DIRECTLY OR INDIRECTLY FROM INFORMATION OR REPORTS FURNISHED BY ATLANTIC PERSONNEL AND TENANT SCREENING.

SIGNED: _____ DATE: _____
 Applicant

SIGNED: _____ DATE: _____
 Co-Applicant

**AUTHORIZATION AGREEMENT FOR ASSOCIATION TO COLLECT RENT
UPON DELINQUENCY IN MAINTENANCE PAYMENTS**

(This form must be returned signed by both parties before approval is given)

WHEREAS, _____ (herein "Owner"), is the record owner(s) of Unit _____ located at _____, Florida in (herein the "Association") as described in the Declaration of association as amended, recorded in the Public Records of Palm Beach County, at Official Records Book _____.

WHEREAS, the **Barrwood Homeowners Association, Inc.**, (herein "Association") is the entity charged with the operation and management of the Association; and WHEREAS, Owner desires to lease the unit to _____ herein "Lessee(s)" pursuant to the lease submitted herewith; and WHEREAS, the parties desire the approval of the Association for this lease.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which is expressly acknowledged, the parties hereto agree as follows:

Upon execution and delivery of this Authority Agreement, the Association shall provide the necessary approval for the lease.

If, at any time during the tenancy or term of the lease, Owner becomes delinquent in payment of assessments to the Association, Owner and Lessee(s) agree that Association shall have the power, right and authority to demand lease payments directly from the Lessee(s) and deduct such past-due assessments, interest, costs and attorney fees, if any, as may be delinquent. Further, Owner and Lessee(s) agree that Lessee(s) will pay the full rental payments due, to the Association, upon written demand. Owner expressly absolves Lessee(s) from any liability to Owner for unpaid rent under the Lease Agreement if such payment is made directly to Association upon demand from Association. If any funds are left over, the Association shall immediately remit the balance to Owner at the address listed in the Association's records.

Should Lessee(s) fail to comply with the demand of the Association within three (3) days of receipt of a demand for payment hereunder, the Association is hereby granted the authority to obtain a termination of the tenancy, in the name of Owner, through eviction proceedings, or to seek injunctive relief or specific performance under this contract. Owner and Lessee(s) further agree that if such legal action becomes necessary, the Association shall be entitled to recover reasonable attorney's fees and costs, including appeals, from Owner.

Agreed to this _____ day of _____, 20____.

Barrwood Homeowners Association, Inc.

For the Association

Owner

Owner

Lessee

Lessee

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Indemnification and Hold Harmless Agreement (this "Agreement") is entered into on _____, 20____ by _____ (hereafter referred to as the "Indemnitor"), in favor of _____ Homeowners Association or Condominium Association, Inc. (hereafter referred to as the "Association"). This Agreement may not be modified or altered without the written consent of the Indemnitor and the Association. This Agreement constitutes the entire agreement among the parties regarding the obligations specified hereunder.

WITNESSETH

WHEREAS, Indemnitor owns unit _____ (the "Unit") which is within and governed by the Association;

WHEREAS, Indemnitor desires to lease the Unit to _____ (individually and/or collectively, the "Tenant") pursuant to a written Lease Agreement submitted to the Association for review (The "Lease");

WHEREAS, the Association is willing to approve the Lease subject to the Indemnitor executing this Agreement in favor of the Association; and

WHEREAS, in exchange for the Association approving the Lease, the Indemnitor is willing to indemnify and hold the Association harmless from and against any claim or cause of action that might be brought in connection with the Lease, as more particularly set forth below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. The above recitals are true and correct, and are incorporated herein by reference as if fully restated herein.
2. The Association shall approve the Lease for the term stated in the Lease.
3. Indemnitor shall defend, indemnify and hold the Association, and its agents, employees, directors, officers and assigns, harmless from and against any and all claims, causes of action, bills, costs, expenses, liabilities, and debts, including without limitation attorneys' fees and costs, which the Association may incur in connection with or in any way related to the Lease, whether due to: (i) the least itself, (ii) the actions or behavior of the Tenant under the Lease, or of any guests, invitees, licensees, et cetera of the Tenant or any third party, (iii) the Association's enforcement of any covenant, restriction, rule, regulation or other provision of any governing document of the Association against the Tenant and/or the Indemnitor (at the Association's option) in connection with the Lease or the Tenant, and/or (iv) any claim or cause whatsoever related to the Lease.
4. This Agreement shall be interpreted, enforced and governed in all respects by and under the laws of the State of Florida, in Palm Beach County.
5. In the event of any litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to reimbursement of its reasonable costs and attorneys' fees, including any costs and attorneys' fees incurred through any appeal.

6. Indemnitor understands, represents and warrants that Indemnitor is entering into this Agreement of his/her own free will, Indemnitor has had the opportunity to secure the advice of any attorney of his/her own choosing, and Indemnitor has read, fully understands, and voluntarily accepts the terms of this Agreement and agrees to be bound thereby.

7. This Agreement and any uncertainty or ambiguity herein shall not be construed against any one party but shall be construed as if the parties to this Agreement jointly prepared this Agreement. If any portion of the Agreement should be held wholly or partially invalid, illegal or unenforceable for any reason, the remainder of the Agreement shall be effective and binding upon the parties.

Executed as of the date set forth above.

Signed, sealed and delivered
in the presence of:

INDEMNITOR: (Owner/Purchaser)

Witness:

Print Name: _____

Print Name: _____

Signature: _____

Signature: _____

Witness:

Print Name: _____

Signature: _____

STATE OF FLORIDA
COUNTY OF _____

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

Print or Stamp Name _____
Notary Public, State of Florida at Large
Commission No.: _____
My Commission Expires: _____

Barrwood Homeowners Association Inc.

PETS SHALL BE PERMITTED SUBJECT TO THE FOLLOWING RULES:

If you do not have a pet please review, sign and submit this form to management.

If you have a pet please review, sign and submit the information asked of you below.

In the event that you acquire a pet after moving in, you will contact management, and submit an updated form immediately, and will conform to the Associations restrictions below.

- a. Dog or cats will not exceed 2 at forty (40) pounds at full growth.
- b. All cats and dogs shall be held on a leash while outside of units.
- c. No animals shall be raised on the Association Property for commercial purposes.
- d. A Unit Owner shall be liable for any soiling or damage to the building, grounds, walls, stairs, etc., caused by the Unit Owner's
 - a. Children, pets and visitors, the Unit Owners agree to pay all costs involved in cleaning or in restoring any damage caused by their children or pets
- e. Unit Owner shall be financially responsible for any and all damage caused by their pet.
- f. The Unit Owner shall put the pet out to board at its own expense should it be necessary because of any noise, damage to pa
 - a. of the Association Property, or reasonable complaints from other Unit Owners.

DESCRIBE: _____ **WEIGHT:** _____

PLEASE ATTACH A PICTURE OF THE DOG TO THIS APPLICATION.

THE UNDERSIGNED AGREE TO ABIDE BY THE ABOVE RULES

HOMEOWNER

RENTER

WANT TO SAVE TIME AND POSTAGE COST?

Save time and postage next month and every month. Just complete this Direct Debit Authorization Form, sign it, include a VOIDED check from the account you wish the Bank to debit and mail it to us in the Cash Management Department at:

Florida Community Management Services, Inc.
c/o Charles A. Krblich, P.A.
P.O. Box 39552
Fort Lauderdale, FL 33339

Beginning with the date designated by you, your payment will be automatically deducted from you Checking or Savings account on your regular payment due date.

Name of your Bank: _____

Location: _____

Checking () Savings () Account #: _____

Bank Routing #: _____

Total Monthly Payment Amount: _____

Start Date: _____

Name: _____

Address: _____

Association Name: _____

Unit Number: _____

Signature: _____

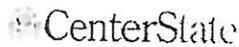
Signature: _____



Dear Homeowner,

Make online association payments with a Credit Card, Debit Card or by Electronic Check (e-Check) through CenterState Bank's ePayment site.

- Visit: <https://epay.centerstatebank.com/find>



Find Account

Please enter the following information to find your account:

Account Number

Account Type

Account Name

Account Address

Account City

Account State

Account Zip

Coupon Document Example

Account Number	Pay Date	Amount Due
1234	FEB 1, 2010	\$100.00

ABC MANAGEMENT COMPANY
C/O CENTERSTATE BANK
PO BOX 683333
MIAMI FL 33166-3333

⑆SCHE⑆ 00000001 00001234 00 02012010000100000000000000

- **Find Account:** Input your Mgmt. Co. ID, Association ID and Homeowner Account Number.
- **Make Payment:** Input your first name, last name, email address, phone number, note (optional) and payment amount.
- **Online Payment Methods:** Includes Credit Card, Debit Card and e-Check. You may pay By American Express, Discover, MasterCard or Visa.
- **Convenience Fees:** Credit Card convenience fee is 2.95% per transaction amount (fee is disclosed prior to submitting your payment). Debit Card convenience fee is \$4.95 per transaction. The e-Check has no convenience fee.
- **Payment Processing:** Please allow 2 – 3 business days for Credit Card, Debit Card and e-Check payments to process and post to your association account.

BARRWOOD HOMEOWNERS/RENTERS AND GUESTS

BARRWOOD HAS HIRED A COMPANY TO PATROL OUR COMMUNITY FOR SECURITY AND PARKING ENFORCEMENT. A VIOLATION WARNING WILL BE PLACED ON ANY VEHICLE WITHOUT A BHA REGISTERED PARKING DECAL WHICH MUST BE AFFIXED TO THE INSIDE LOWER LEFT CORNER OF THE WINDSHIELD AWAY FROM ANY TINTED AREA. ALL VEHICLES MUST BE REGISTERED.

EACH RESIDENT IS ENTITLED TO ONE GUEST PARKING PASS. OVERNIGHT GUESTS MUST HAVE A GUEST PARKING PASS VISIBLE ON THE DRIVER'S SIDE DASHBOARD. ANY GUEST STAYING LONGER THAN 14 DAYS MUST RECEIVE APPROVAL FROM THE HOA BOARD.

IF YOU ARE IN NEED OF A PARKING DECAL FOR YOUR VEHICLE OR A GUEST PASS, CONTACT TED BROWN OF FCMS, OUR MANAGEMENT COMPANY, AT THE INFORMATION BELOW. TED WILL ARRANGE FOR A BOARD MEMBER TO MEET YOU AT THE CLUBHOUSE TO COMPLETE A REGISTRATION FORM AND OBTAIN YOUR DECAL OR GUEST PASS. (HAVE YOUR LICENSE PLATE TAG NUMBER ALONG WITH THE MAKE, MODEL AND YEAR OF YOUR VEHICLE AVAILABLE).

VEHICLES NOT REGISTERED WITH THE ASSOCIATION ARE AT RISK TO BE TOWED AT YOUR EXPENSE AFTER ONE WARNING.

HOMEOWNERS:

BLUE STICKERS

RENTERS:

YELLOW STICKERS

LEASED PARKING:

RED STICKERS

Contact: Ted Brown, info@fcmsfl.com or call 954/346-6262

Barruwood

Homeowners Association



Rules & Regulations

Revised May 1, 2011

BARRWOOD HOMEOWNERS ASSOCIATION RULES & REGULATIONS

All of the Property shall be held, used and enjoyed subject to the following limitations and restrictions, and any and all additional rules and regulations which may, from time to time, be adopted by the Association;

ENFORCEMENT: Failure of an Owner to comply with such rules and regulations shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees or lessees to comply with any rule or regulation. A fourteen (14) day notice will be given to any violator to respond to the Board of Directors. A Hearing may be requested by any homeowner that has been notified of a violation of rules by the Board of Directors. Each violation shall be considered individually. All Hearing decisions by the Board shall be final.

FINES: A fine shall be treated as an Assessment subject to the provisions of the collection of Assessments, and shall constitute a lien upon the applicable unit. Any fine imposed by the Board of Directors shall not exceed \$50.00 per day for twenty (20) consecutive days. All monies received from fines shall be allocated as directed by the Board, subject always to the provisions of Barrwood documents. All fines shall be due no later than 30 days from the date of notification to the homeowner of the violation or the Hearing date. All Hearings shall be scheduled for the next available Board of Director's Meeting. Each unpaid fine shall be added to the unit's balance, on a monthly basis until all fines are completely paid. A late fee of \$10.00 shall also be added to the balance for any outstanding balance due to the Association.

RETURNED CHECKS: There will be a \$25.00 service charge for any returned check(s) to the Association plus any bank charges.

ACTION BY ASSOCIATION: In addition to imposing a fine and when it shall be deemed appropriate, the Association shall have the right to undertake the corrective action not performed by the non-complying Owner and to be reimbursed by the Owner for any and all costs associated there with.

GENERAL RULES:

1. Disturbances:

No owner or lessee shall create or permit any disturbance that will interfere with the rights, comforts or convenience of others. No obnoxious or offensive activity or noxious odor shall be permitted.

2. Pets:

A. All pets using common area must be registered with the Association. Offensive pets may be removed by the Association after notice to the owner with the prevailing party being entitled to recover the cost of proceedings and reasonable attorney fees. An Owner is responsible for the cost or repair or replacement of any Association property damaged by his/her pet.

B. Pets shall be restricted to no more than two (2) pets per dwelling. No livestock or poultry of any kind shall be kept, raised bred or maintained on any portion of the property.

C. Pets shall be defined as dogs, cats and blrds, which shall not exceed forty pounds (40lbs) in weight at maturity.

D. All pets shall be kept on a six (6) foot leash and hand held by an individual when not confined within the owner's courtyard.

E. All pets waste shall be picked up immediately after discharge and disposed of in the proper receptacles on the owner's own property. If a homeowner or renter is directly seen not picking up their pet's waste and a complaint is made in writing to the Board of Directors, it will result in a fine. A continuing violation of this rule (3 or more) may result in the removal of the pet.

F. On request of the Association, a Veterinarian's certificate must be presented to the Association stating a pet's current weight and approximate weight at maturity prior to Association's approval of the residents/homeowners. All pets shall be vaccinated and meet all County and State requirements annually.

3. Trash:

A. All trash shall be placed in containers approved by the Waste Removal Company. For sanitary purposes, all trash except newspapers, shall be placed in a plastic bag and tied securely before being placed in trash receptacles, and placed at curb no earlier than 6:00 P.M. on the evening before scheduled pick up. No trash filled plastic bags are allowed.

B. All newspapers shall be placed in the plastic container provided by the Recycling Company and placed at the curb on the proper day, no earlier than 6:00 P.M. on the evening before the scheduled pick up.

C. All glass bottles, jars, aluminum cans, etc. shall be placed in the plastic container provided by the Recycling Company and placed at the curb on the proper day or no earlier than 6:00 P.M. on the evening before the scheduled pick up.

D. All trash and recycling containers shall be taken in by 12:00 A.M. (Midnight) the evening of the day The trash or recyclable containers were picked up, and stored within the patio villa enclosure.

E. All unit owners foliage must be placed on the pavement on the proper day or no earlier then 6:00 P.M. on the evening before the scheduled pick up.

F. All trash and recycling containers shall be permanently marked with the appropriate unit number (8899-A).

G. All bulk items must be picked up promptly, the unit owner is responsible for calling the waste removal company. There shall not be any bulk item left at the curb for more than two (2) days.

H. Foliage and bulk items are picked up on Wednesday and recycling is picked up on Saturday.

4. Barbecue Cookers:

A. All Barbecue Cookers shall be used inside the owner's courtyard.

5. Clothes, Clotheslines:

A. No clothes, clotheslines or similar articles shall be hung outdoors for any purpose whatsoever.

6. Miscellaneous Articles:

A. Bicycles, toys, clutter or other articles shall not be left outside at any time. Bicycles, toys or clutter so left shall be impounded. Such articles must be stored within the owner's patio-villa out of sight. The fee to reclaim articles which have been impounded shall be \$25.00, payable to the Association. Impounded articles shall be disposed of if not claimed within thirty (30) days of impoundment. Neither the Board nor the Association shall be responsible for articles not claimed within thirty (30) days of impoundment.

B. No articles shall be left or placed on the lawn that can hinder the maintenance of the lawn.

C. All Holiday decorations should be removed no later than fourteen (14) days after any holiday.

7. Motor Vehicles:

A. There shall be no assembling or disassembling of motor vehicles except for emergency maintenance or the changing of a tire, battery etc. For safety reasons, all chemicals, gasoline, pesticides, paint thinners, etc, must be properly stored and must not pose a danger to the community.

- B. There shall be no overnight parking of trucks or vans larger than one ton, or four wheels, buses, boats, boat trailers with or without boats attached, or motor homes and other such vehicles, shall not be parked overnight in Barrwood common areas. Parking for all of the vehicles mentioned shall only be parked in the homeowners designated parking spaces between the hours of 6:00a.m.-10:00p.m. There shall be no commercial logo or printing on vehicles parking within the community unless business is being done for a homeowner or the association by such a vendor or contractor. There shall be no heavy equipment parked anywhere in Barrwood. There shall be no protruding items from parked vehicles. Items that can be seen over the truck bed must be covered by a tarp.
- C. All motor vehicles must be maintained so as not to create an eyesore in the community.
- D. There shall be no motor vehicles parked anywhere in Barrwood, without a current, permanent, or temporary license plate.
- E. There shall be no motor vehicles parked anywhere in Barrwood without up-to-date registration and inspection according to the state law in which the car is registered.
- F. All homeowner vehicles must be registered with the Association and must have a parking sticker number. Each homeowner will be provided with two (2) mandatory parking stickers that must be placed on their vehicle driver's side windshield on the lower left corner and must be plainly visible. Replacement of the parking stickers other than the purchase of a new vehicle or damage to a windshield will result in a \$2.50 charge for each replacement given. Homeowners shall park in these two spaces assigned to their villa. Parking in unassigned spaces or on the grass surrounding villas, will result in a vehicle being towed without warning. Guest spaces are not for homeowners use.
- G. Each homeowner will be provided with one removable, laminated, overnight guest parking pass. The guest parking pass shall be placed on the front dashboard of the guest's vehicle. The guest pass can be used for a maximum of two (2) full weeks (14 total days). If the guest will be staying for a longer period of time, the Board of Directors must be notified of the extension, prior to the (2) week allowable time runs out. If the homeowner will have more than one overnight guest with a vehicle, a temporary pass must be obtained in the Association office. A charge of \$2.50 for a replacement will be charged to the homeowner.
- H. There shall be no parallel or double parking in parking areas, on the grass or sidewalk at any time. Parallel parking in specially designated areas may be allowed during special clubhouse functions with prior approval of the Board of Directors. Extra guest parking spaces are provided at the clubhouse.
- I. All unit owners and drivers shall obey all traffic rules as posted within the association property.

J. Legal law enforcement vehicles with decals on the side shall be allowed to park in the confines of Barrwood, if they are unit owners or lessees.

K. There shall be only one vehicle parked in each parking space.

L. The speed limit shall be no more than 15mph when traveling on Barrwood streets.

M. Homeowners with more than two vehicles shall not utilize guest parking spaces. They shall be responsible for making other arrangements. **THE GUEST PARKING PASS IS NOT TO BE USED FOR A PERMANENT THIRD VEHICLE OF THE HOMEOWNER.** If a homeowner only has one vehicle in their household and wishes to give another homeowner their extra parking space, **THE BOARD OF DIRECTORS MUST BE NOTIFIED.** All parking sticker numbers are documented in files and if a change is made it must be properly documented to eliminate confusion.

N. Any vehicles found to be in violation of these rules shall be towed at the owner's expense and risk.

O. All unlicensed motorized, gas or electric vehicles are not permitted to be operated on any road, sidewalk or common area within Barrwood.

8. Pool and Spa Rules:

A. At no time shall a child under the age of sixteen (16) be unaccompanied in the pool area (fenced in area) without a parent or guardian over the age of eighteen (18). No child under sixteen (16) shall have a key to the clubhouse at any time.

B. All children shall be potty trained or wearing swim diapers before entering the pool.

C. At no time shall anyone horseplay or run in the pool area.

D. Owners, lessees and parents or guardians of all children under eighteen (18) years of age shall be responsible for their actions and any damages done to property or personal belongings.

E. Pool and spa hours are posted. All persons must abide by pool hours.

F. Pool capacity is nineteen (19) persons maximum.

G. All persons using the pool area must abide by the State pool rules, and exhibit only respectful behavior.

I. All persons using the pool facilities must shower before entering the pool.

J. All residents are responsible for their own guests.

K. Pool furniture must be covered with a towel by persons using suntan lotion and/or oil.

- L. There shall be absolutely no diving.
- M. No animals shall be permitted in the pool area.
- N. No food, drink or metal objects shall be permitted within four (4) feet of the pool or spa.
- O. All food, drink and trash must be removed or thrown into a trash can before leaving pool/spa area.
- P. NO GLASS SHALL BE PERMITTED IN THE POOL AREA.**
- Q. No loud music shall be permitted in the pool area.
- R. No large floats shall be permitted in pool area when five (5) or more people are using the pool.
- S. No toys shall be permitted in the spa.
- T. All spa rules shall be observed. Children under sixteen (16) years of age shall be accompanied by an adult age eighteen (18) or older while anywhere in the fenced-in pool/spa area. No children under fourteen (14) years of age shall be allowed in the spa, regardless of who they are accompanied by.
- U. All barbecue cookers, gas or charcoal, are prohibited from the pool area, clubhouse and common areas.
- V. No bicycles, skateboards or similar items shall be allowed anywhere within the fenced-in pool and Jacuzzi area. Equipment of this type brought to the pool area must be parked off walkways on the outside of the fence.

9. MULTI USE TENNIS COURT:

- A. Preference shall be given to tennis; however, other uses are permitted, provided that no one group will have the privilege of use for more than two (2) hours at a one time.
- B. The tennis court must be left in good condition. All trash shall be picked up and removed when finished using the court.
- C. There shall be adult supervision of all children under ten (10) years of age.

10. Sale or Lease of Patio-Villa:

- A. There shall be no "For Sale" or "For Rent/Lease" sign or real estate sign, or any other type of sign anywhere within Barrwood.
- B. No sale, conveyance or lease of any unit located within Barrwood shall be valid unless prior approval is obtained from the Association in writing.

B. No sale, conveyance or lease of any unit located within Barrwood shall be valid unless prior approval is obtained from the Association in writing.

C. All new buyers/renters must complete an application form and pay a processing fee for each applicant. Husband/wife or parent/dependent child are considered one applicant. The association requires a thirty (30) day notice for the processing of the application and the screening of all applicants on all sales or rentals. Background checks are required for all new buyers and lessees eighteen (18) years of age and older.

D. Homeowners and tenants/lessees shall comply with the rental and lease agreement. The Association shall have the right to terminate the lease upon default by the tenant in observing any of the governing documents of Barrwood Association. The Association requires a security deposit from the homeowner, on all rental units to protect the interests of the Association against possible damage to the common elements. The owner of a leased unit shall be jointly liable with his tenant for compliance with the documents and to the Association to pay any claim for injury or damage to property caused by the negligence of the tenant.

E. **Rentals:** A copy of all leases and lease renewals on a unit must be given to the Association thirty (30) days prior to the renewal.

F. **Buyers:** A copy of the Contract to Purchase and a copy of the Deed must be given to the Association.

1. If a copy of a deed is not given to the Association, the Association will send a notice to the homeowner. If a copy is not received from that homeowner within 30 days after the notice was sent. The Association will obtain the deed themselves and will bill that homeowner for all expenses.

G. All rental/lease renewals must have the approval of the Board of Directors.

H. A homeowner must reside in his/her unit for one year before he/she is permitted to rent out their unit. No unit owner shall rent or lease his/her unit for a period of less than four months or greater than one year, and then only with the express approval of the Barrwood Board of Directors. Yearly leases shall be subject to approval by the Board of Directors before each renewal.

I. No unit owner shall rent or lease his/her unit more than once in any given year.

J. There shall be no subletting of any Patio-villa.

K. There shall be no more than six (6) persons permanently occupying any Patio-villa. No Patio-villa owner may convert the garage or living room to a bedroom.

11. GARAGE SALES:

A. No garage or rummage sales shall be permitted in Barrwood Homeowners Association.

12. Clubhouse:

A. All clubhouse rules shall be adhered to. No child under sixteen (16) years of age shall have a key to the clubhouse at any time.

B. Clubhouse Reservations:

1. An applicant must be completed and a security deposit in the form of **A MONEY ORDER OR CASHIER'S CHECK ONLY**. The deposit will be fully refunded provided that all clubhouse reservation rules on the application are complied with.

2. All clubhouse functions must end no later than 10pm on Sunday through Thursday nights and 12:00a.m. (Midnight) on Friday and Saturday nights.

3. All trash shall be bagged and removed from the clubhouse and held by the owner until the next trash pickup day.

13. Hurricane Shutters:

A. All hurricane shutters must be approved by the Board of Directors.

B. Hurricane shutters shall only be in place 72 hours before and 72 hours after a named hurricane is projected to affect this area. The official hurricane season is June 1st thru November 30th.

ARCHITECTURAL RULES

1. Alterations:

A. Any alterations to a Patio-villa shall require a drafted architectural drawing, or like matter and be submitted to the Board of Directors and the Architectural/Landscape Committee for review prior to the commencement of work. The submittal should be signed in writing and placed on file at the board office. In the event the request is denied a reason will be given.

B. Operable skylights are permitted, provided that they meet the following criteria;

1. All skylights must be permitted through the Palm Beach County Building Department, and installed by a P.B.C. licensed contractor.
2. A Board of Director's vote and approval is obtained.
3. A maximum of three (3) 24"x48" skylights located in the living room area.

2. Screen Enclosures:

A. All screen enclosures must be maintained in quality condition at all times.

3. Fences:

A. All cedar shadowbox patio fences must be painted and maintained in quality condition at all times.

B. With prior approval from the Association, cedar shadowbox fences are permitted to be cut in half (height) in designated areas only.

C. PVC fences are permitted as a replacement for the cedar shadowbox fence provided that an application has been filed with the Board and the color is consistent with the approved color.

4. Final Decision:

A. Each decision by the Board of Directors and of the Architectural/Landscape Committee shall be judged for that single villa-owner only.

5. Satellite Dish Installations:

A. Satellite dishes may not exceed 18" in diameter

B. All wiring at ground level must be encased in PVC or other wire protection and buried at least 8" below ground.

C. All above ground wiring must be protected with PVC or other wire protection of the same color as fence or building at which it is located, and hidden where possible.

LANDSCAPE RULES

Any exterior landscaping to patio-villa shall require a drafted architectural drawing or the like matter be submitted to the Board of Directors for review prior to the commencement of work. The submittal shall be signed in writing and placed on file at the board office. In the event the request is denied a reason will be given.

1. Exterior Landscaping

A. All exterior landscaping is restricted to ground cover and annuals.

1. Ground Cover:

Ground cover shall be defined as a living plant not exceeding eighteen (18) inches in height.

2. Annuals:

Annuals shall be replaced seasonally, as that particular species requires.

B. Planting Area:

The planting area shall be restricted to a 36" strip around the courtyard fence "ONLY" and provided that such plantings do not hinder the maintenance of shrub plantings at the corners. Tree beds, (36" to 48" diameter) may also be planted in either ground cover or annuals.

C. Any landscaping/planting undertaken by a homeowner as permitted above will be the responsibility of the homeowner to properly maintain. Any neglect of planted area will result in the Association arranging for removal of the plantings and a charge to the homeowner for the expense of removal and possible replacement planting.

D. Any additional landscaping planted by a villa-owner shall be subject to assessments for the maintenance of such landscaping if it is not maintained properly at the discretion of the Board of Directors.

E. The Association has the authority to restrict plants that are installed as the homeowner does not "own" the 36" outside of the fence.

2. Interior Courtyard Landscaping:

There shall be no restriction of landscaping within the interior of any courtyard other than permanent planting (in the ground) of the following noxious, damaging and nuisances species:

- | | |
|------------------------|---------------------|
| 1. Ficus | 5. Brazilian Pepper |
| 2. Norfolk Island Pine | 6. Australian Pine |
| 3. Poison Wood | 7. Shefflera |
| 4. Bischofia | 8. Acacia |

3. Mulch:

All additional planting beds (ground cover only) shall be thoroughly mulched with shredded or chipped cypress, eucalyptus or melaleuca mulch to a depth of no less than 3".

4. Tree or Shrub Abuse:

No villa-owner, lessee or other person shall prune, trim, cut sheer or shape any tree or shrub on common Barrwood property. The only exception will be under the direction of the Board of Directors or qualified person on the Landscape Committee.

5. Tree Removal Requests:

Any villa-owner may request the removal of a tree in the immediate vicinity of their unit, provided that the villa-owner meets the following conditions:

1. Provide a written request to the Board of Directors.
2. Provide sufficient funding for the tree removal.
3. Provide funding for the equivalent value of the tree to be replaced.
4. The equivalent value shall be determined by multiplying the diameter at breast height, (d.b.h. = 4'6" above grade) times \$20.00 (i.e. 3' X \$20.00 = \$60.00).

5. All funds generated shall be used by the Board of Directors for tree replacement, maintenance or landscaping within the Barrwood Community.

6. Fruit Trees:

A. The planting of fruit trees shall be restricted to containerized trees and confined to the villa-owners courtyard.

B. There shall be no planting of fruit trees within the common area of the Barrwood development.

7. Common Area Abuse:

No villa-owner shall have the right to remove or destroy any landscaping within the confinements of the Barrwood development without the written approval of the Board of Directors.

OFFICIAL RECORDS OF THE ASSOCIATION:

1. The official records of the Association shall be maintained within the State of Florida and open to inspection and available for photocopying by Association members or their authorized agents at reasonable times and places within ten business days after receipt of a written request for access. Unless necessity otherwise dictates, these records will be maintained at the offices of Barrwood Homeowners Association, Inc. or as mandated by the Board of Directors.

2. The records may be inspected and copied by any member or his agent during normal business hours, but subject to the limitations set forth in this rule. The Association member shall pay a reasonable fee for the copying of such records, which reasonable fee shall not exceed \$.25 per page per copy. No Association member shall be permitted access to the records absent a written request by the member or his agent accurately describing the records or the nature of the material sought. No homeowner shall be entitled to request inspection or copying of the records more than once in any 30 day period.

3. The records which shall be available for inspection and copying by the homeowners will include:

A. Copies of any plans, specifications, permits and warranties related to improvements constructed on the common areas or other property that the Association is obligated to maintain, repair or replace.

- B. A copy of the By-laws of the Association and of each amendment to the By-laws.
- C. A copy of the Articles of Incorporation of the Association and of each amendment thereto.
- D. A copy of the Declaration of Covenants and a copy of each amendment thereto.
- E. A copy of the current Rules and Regulations of the Homeowners Association.
- F. The Board of Directors meeting minutes shall be maintained for seven (7) years.
- G. A current roster of all members and their mailing addresses and parcel identifications.
- H. All of the Association's insurance policies or a copy thereof which policies will be retained for seven (7) years.
- I. A current copy of all contracts to which the Association is a party including, without limitation, any management agreements, lease or other contracts under which the Association for work to be performed will also be maintained for a period of one year.
- J. The financial and accounting records of the Association, which shall be maintained for seven (7) years.
 - 1. Accurate, itemized and detailed records of all receipts and expenditures.
 - 2. A current account and statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account and the balance due.
 - 3. All tax returns, financial statements and financial reports of the association.
 - 4. Any records that identify, measure, record or communicate financial information.
- K. In no event shall the Board of Directors, any of its members, employees or agents be required to identify and produce documents for a homeowner. It shall be at all times the obligation of the homeowner to search those records made available and identify those records which the homeowner desires to have copy.

Ted Brown

From: BRANHAND@aol.com
Sent: Thursday, August 06, 2015 10:51 AM
To: Ted Brown
Subject: (no subject)

Hello Ted,

Here Are the colors and store where paint was purchased for Barnwood. Sorry it took so long, however it took a while to figure out what paint store was used because at the request of the board we had to use a particular store and it was not a store I normally use and have not used since.

Boca Raton paint and decorating center 2363 North Federal highway Boca Raton Fl. 561-395-0939

Walls: 1065 wood ash

Trim: AC-10 San Clemente Rose.

Paint was made in Benjamin Moore Super spec Satin which is no longer produced.

Paint should now be made in Benjamin Moore Ultra Spec Satin.

Do to time since painted and no batches are the same, paint will likely not match if touched up in center of wall.

Paint can be purchased at any Benjamin Moore Paint store and will not make a difference.

Please let me know if I can be of further assistance.

You can also call Ace Hardware in Margate at 954-972-1711 which will deliver with prepayment.

Boca Decorating may also deliver.

Thank You,

Don Hando

Complete Painting & Waterproofing, Inc.

BARRWOOD HOMEOWNERS ASSN INC.
NOTICE OF SPECIAL BOARD OF DIRECTORS MEETING
TO ADOPT 2017 BUDGET AND
SPECIAL ASSESSMENT

Following the adjournment of the Annual Membership Meeting and Election on November 17, 2016, a Special Board of Directors Meeting will be called to order (at approximately 7:30pm) in the Barrwood Clubhouse for the purpose of adopting the 2017 budget; a copy of the proposed budget is enclosed for your review. As you will note, the proposed 2017 monthly maintenance fee will remain at \$235.00 contingent upon the obtaining a majority approval of the owners to partially fund our Reserves at 25%. If the Association is not able to obtain the majority owners' approval on the partial reserve funding, the Board of Directors will have no other alternative but to adopt the 2017 budget with fully funded reserves at a monthly maintenance fee of \$325.00.

Please be sure to either vote in person at the meeting or drop off your Proxy vote to the Clubhouse Office (drop in the Office door mail slot) on or before the November 17th meeting.

The other agenda item the Board of Directors will consider at this meeting is to levy a **Special Assessment in the amount of \$36,432.00 which is \$276.00 per unit**. The purpose of the Special Assessment would be to pay off the Association's outstanding roof loan by 12/31/2017 plus administrative costs for mailing, accounting fees and bad debt. The Board will consider extending a 12 month payment option on the Special Assessment of \$23.00/mo beginning January 1, 2017.

As you may be aware, the Association (by approval of the owners) has opted to fund our Reserve accounts for several years at 25% of the amount needed. While only partially funding our Reserve accounts has had the benefit of keeping our monthly maintenance low, it hasn't allowed the Association to set aside the necessary funds to handle upcoming projects such as painting of the buildings and repaving the roadways.

The Association will need to paint the exterior of all the buildings in 2018 at an estimated cost of \$135,960 and if the 2017 budget is approved at 25% Reserve funding, the total amount available in the Painting Reserve account at the end of 2017 is estimated at \$31,562. The shortfall is \$104,398 (\$791 per unit).

After much discussion, the Board has decided that a pre-emptive planning step would be to satisfy our outstanding Roof Loan in 2017. By satisfying the debt, there will be \$48,600 additional available in our annual budget – an amount that is sorely needed in the 2018 year to reduce the painting expense shortfall.

Please attend this very important meeting to address any questions or concerns you may have regarding the budget or the special assessment.

Sincerely,

Board of Directors
Barrwood HOA