

**OBLIGATIONS OF D.B.H.A.  
UNIT OWNERS AND RESIDENTS**

Approved by Board of Directors  
August, 2007

**DAYTONA BEACH HARBOUR APARTMENTS,  
A CONDOMINIUM, INC.  
APPLICATION CHECKLIST  
(Buyer)**

The undersigned parties \_\_\_\_\_

(Individually or collectively, "Unit Owner") and \_\_\_\_\_

(Individually or collectively, "Buyer") hereby acknowledges that approval is required from DAYTONA BEACH HARBOUR APARTMENTS (the "Association") in order for the Unit Owner to sell to the Buyer the condominium unit no \_\_\_\_\_. Located at \_\_\_\_\_

In connection with Buyer's application for approval to purchase, the parties hereby submit the following to the Association:

As to each Buyer referenced above:

\_\_\_\_\_ Purchase and sales contract (posted 10 days on site)

\_\_\_\_\_ Completed and signed Application of Occupancy

\_\_\_\_\_ Non refundable screening fee, paid as follows:

Bank check in the sum of \$60.00, first applicant, and \$50.00, second applicant, payable to Clifton Management, Inc.; and one check for \$100.00 made payable to Daytona Beach Harbour

\_\_\_\_\_ Two (2) letters of reference (must be from individuals unrelated to the Buyers)

\_\_\_\_\_ Clear, legible copy of photo identification, which includes the applicants date of birth, demonstrating that he and/or she is age 55 or over (as this is an age-restricted community)

\_\_\_\_\_ Signed and notarized Acknowledgement of Guest Policy

\_\_\_\_\_ Age verification survey (55+)

\_\_\_\_\_ Application for release(s) of background checks

\_\_\_\_\_ Frequently asked Q & A

\_\_\_\_\_ Receipt of Governing Docs (to be provided by seller)

As to Buyer and Unit Owner:

\_\_\_\_\_ Acknowledgment of Guest Policy

\_\_\_\_\_ Obligations of DBH Unit Owners and Residents

\_\_\_\_\_ Original signed Application Checklist

\_\_\_\_\_ Meeting between Buyer, Unit Owners and Board of Directors

(To be scheduled by the Association once all documents have been submitted)

Incomplete applications, or those with missing documents, will not be processed or considered.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Both the Unit Owner and the Buyer shall have an ongoing obligation to comply with further requests of the Association in connection with the screening process, including (but not limited to) proving additional information or documentation as may be reasonably requested by the Association. Providing false information or documents to the Association in connection with this Application constitutes for disapproval of the application or subsequent revocation of the Association's approval.

In addition, the parties acknowledge that any delinquent amounts due from the Unit Owner to the Association, and/or violations that may exist with respect to the Unit, must be paid in full and/or corrected as a condition for approval of the Buyer. The parties must request an estoppels certificate from the Association's Property Management or, if an estoppel certificate is requested from the Attorney, such request must be accompanied by an estoppel fee of \$250.00, and the completed, current estoppels certificate must be provided by the Unit Owner to the Association at the time of the meeting with the Board of Directors. The parties expressly acknowledge that the estoppel certificate is prerequisite for approval of the Buyer.

By signing below, the Unit Owner and Buyer expressly acknowledge and agree that in accordance with the Declaration of Restrictions, Reservations, Covenants, Conditions and Easement of the Association, the Association must be provided with written notice of the intended contract by the Unit Owner to the Buyer. The parties further acknowledge that within ten (10) days, the Board of Directors of the Association shall notify the parties in writing of its decision to approve or disapprove the sale and/or Buyer.

Notwithstanding, the parties expressly acknowledge and agree that the ten (10) day timeframe for approval may be extended as is reasonably required for the Association to fully complete the screening process. In no event shall the Buyer occupy the condominium until such time as a certificate of approval (or written indicia of approval) has been issued by the Association.

SIGNED as of \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

UNIT OWNER:

\_\_\_\_\_

Printed Name: \_\_\_\_\_

BUYER:

\_\_\_\_\_

Printed Name: \_\_\_\_\_

**DAYTONA BEACH HARBOUR APARTMENTS,  
A Condominium, Inc.**

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**APPLICATION FOR OCCUPANCY**

PLEASE NOTE: In addition to the following completed application, please make sure to submit the completed and signed APPLICATION CHECKLIST, along with all documentation required thereon. These documents MUST be submitted in order to lease or purchase a condominium unit at Daytona Beach Harbour Apartments (the "Association"). Incomplete applications, or applications submitted which fail to supply the documents listed below, will not be processed or considered. Providing false information or documents to the Association in connection with any application will be grounds for disqualification or revocation of approval to lease or purchase. Thank you for your cooperation!

This application is for the  purchase  lease of Building # \_\_\_\_\_, Unit # \_\_\_\_\_.

The subject dwelling will be used as a  primary residence  part-time residence.

**If Purchasing:**

Sale Price: \_\_\_\_\_

Approximate Closing Date: \_\_\_\_\_

Will a New Mortgage Be Obtained?  Yes  No

If Yes, What Type of Mortgage: \_\_\_\_\_

**If Renting:**

The term of any lease shall be for a period of exactly one (1) year. All renewals must be approved by the Association *prior* to the anniversary of the lease, and the failure to seek timely approval for any renewal may, in the discretion of the Association, result in automatic and immediate termination on the natural expiration of the lease.

Monthly Rent: \_\_\_\_\_

Anticipated Occupancy Date: \_\_\_\_\_

**Applicant Information**

Primary Applicant Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Single  Married Driver's License State and Number: \_\_\_\_\_

Auto Year/Make/Model: \_\_\_\_\_

License Plate State and Number: \_\_\_\_\_

Secondary Applicant Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Single  Married Driver's License State and Number: \_\_\_\_\_

Auto Year/Make/Model: \_\_\_\_\_

License Plate State and Number: \_\_\_\_\_

Additional Auto Year/Make/Model: \_\_\_\_\_

License Plate State and Number: \_\_\_\_\_

Do You Have Pets?  Yes  No

Description of Pets Including Weight: \_\_\_\_\_

**Residence History**

Present Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Length of Residence: \_\_\_\_\_

(If Owner) Mortgage Company: \_\_\_\_\_ Loan #: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

(If Renting) Landlord/Management Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

HOA or Condo Association Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Previous Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

(If Owner) Mortgage Company: \_\_\_\_\_ Loan #: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

(If Renting) Landlord/Management Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

HOA or Condo Association Name: \_\_\_\_\_ Phone: \_\_\_\_\_

**Personal References (No Family Members/Relatives)**

Name: \_\_\_\_\_ Daytime Phone: \_\_\_\_\_

City/State: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Daytime Phone: \_\_\_\_\_

City/State: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Daytime Phone: \_\_\_\_\_

City/State: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

**Emergency Contacts (Please State Relationship to Applicant)**

Name: \_\_\_\_\_ Daytime Phone: \_\_\_\_\_

City/State: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Daytime Phone: \_\_\_\_\_

City/State: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Daytime Phone: \_\_\_\_\_

City/State: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

**Employment and Bank References**

Primary Applicant Employer: \_\_\_\_\_

Address: \_\_\_\_\_

Position: \_\_\_\_\_ How Long? \_\_\_\_\_

Supervisor: \_\_\_\_\_ Phone: \_\_\_\_\_

Monthly Gross Income: \_\_\_\_\_

Bank Reference 1: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Account Number: \_\_\_\_\_  Checking  Savings

How Long Have You Had This Account: \_\_\_\_\_

Bank Reference 2: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Account Number: \_\_\_\_\_  Checking  Savings

How Long Have You Had This Account: \_\_\_\_\_

Secondary Applicant Employer: \_\_\_\_\_

Address: \_\_\_\_\_

Position: \_\_\_\_\_ How Long? \_\_\_\_\_

Supervisor: \_\_\_\_\_ Phone: \_\_\_\_\_

Monthly Gross Income: \_\_\_\_\_

Bank Reference 1: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Account Number: \_\_\_\_\_  Checking  Savings

How Long Have You Had This Account: \_\_\_\_\_

Bank Reference 2: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Account Number: \_\_\_\_\_  Checking  Savings

How Long Have You Had This Account: \_\_\_\_\_



## CERTIFICATION

I agree that references may be contacted and that an investigation of all facts given hereon may be made through accredited credit bureau(s), provided the name of the bureau(s) will be given to me upon request.

I agree for myself and on behalf of all other persons who may use the residence that I seek to purchase or lease that I will abide by all the restrictions contained in the Declaration, Bylaws, Rules and Regulations, and other governing documents that are currently or may in the future be imposed by the Association. I expressly acknowledge receipt of a copy of the current Rules and Regulations and I expressly agree for myself and on behalf of all other persons who may use the residence that I seek to purchase or lease that I will be bound by such Rules and Regulations, as may be amended from time to time. I acknowledge and agree that failure to abide by the Rules and Regulations may result in the imposition of fines and may include (but not be limited to) termination of the lease, revocation of approval to lease or purchase a unit within the Daytona Beach Harbour community, and the implementation of legal action, the costs of which will be borne by me.

I agree that the Board of Directors, Officers, Agents and Employees of the Association shall be held harmless from any action or claim by me in connection with any use of the information contained herein or any investigation conducted by the Board.

I understand that the screening fee to be paid *per applicant* is non-refundable whether my application is approved or denied.

If this application is illegible, unclear, or otherwise not filled out accurately or completely, the Association and any party or parties intending to rent or sell a condominium unit to the above applicant(s) will not be liable or responsible for incomplete or inaccurate information gathered in the course of the screening process, or any other report which may be generated in connection with this application.

I hereby authorize and permit the Association to process this application (including but not limited to background, credit, criminal and reference screening) and to disclose the results to members of the Board of Directors and such officers, agents and employees of the Association as may be reasonably necessary for the Association to approve or disapprove my application. Further, I expressly agree to hold harmless the Association, its officers, agents, employees, and members from any losses, expenses or damages sustained directly or indirectly, whether by me or by others, from information disclosed (either orally or in writing) as part of, by or through the screening process.

**Primary Applicant Signature:** \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Secondary Applicant Signature:** \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**DAYTONA BEACH HARBOUR APARTMENTS,  
A Condominium, Inc.**

**ACKNOWLEDGMENT OF GUEST POLICY  
(Sale/Transfer)**

The undersigned parties, \_\_\_\_\_ (individually or collectively, "Unit Owner") and \_\_\_\_\_ (individually or collectively, "Purchaser") acknowledge that approval is required from DAYTONA BEACH HARBOUR APARTMENTS (the "Association") in order for the Unit Owner to sell, transfer or convey to the Purchaser condominium unit no. \_\_\_\_\_, located at \_\_\_\_\_. The parties further acknowledge that any approval of the Association is contingent upon the agreement of the Unit Owner and the Purchaser to abide by the Association's guest policy as follows:

1. A "guest" shall be defined as any individual (regardless of age) who is currently occupying or who will occupy a condominium unit within the Association for a period of up to thirteen (13) consecutive days.

2. Any individual (regardless of age) who is currently occupying or who will occupy a condominium unit within the Association for a period of fourteen (14) or more consecutive days shall be considered a tenant who is subject to all of the rules and regulations relating to leasing a condominium unit within the Association. The individual occupying a unit for a period of fourteen (14) or more consecutive days shall be considered a tenant regardless of whether the unit is co-occupied by the Unit Owner, or whether rent is paid to the Unit Owner.

3. In the event any individual should return to any condominium unit within thirty (30) calendar days of his or her last occupancy in such unit, then the duration of his or her prior occupancy shall be combined with the duration of his or her current occupancy for purposes of determining whether he or she should be treated as a "guest" (aggregate total period of occupancy of up to thirteen (13) calendar days) or a "tenant" (aggregate total period of occupancy of fourteen (14) or more calendar days).

4. As a prospective tenant, any individual who is currently occupying or who will occupy a condominium unit within the Association for a period of fourteen (14) or more consecutive days must submit to the Association's screening process. This shall include, but not be limited to, submitting an application to lease (along with the \$150.00 screening fee, paid in the manner specified by the Association) to the Association. In no event shall any individual be deemed to be pre-approved for tenancy, regardless of the length of time he or she has occupied the unit, and, after screening the prospective tenant, the Association has the authority to approve or disapprove the application to lease, in the Association's sole discretion, based upon leasing guidelines and criteria reasonably established by the Association from time to time.

5. Failure to abide by the Association's guest policy will result in the Association's revocation of its approval certificate issued to the Tenant and subsequent legal proceedings. The Unit Owner and Purchaser, jointly and severally, agree to be responsible for payment of the Association's reasonable attorney's fees and costs at all levels, including, but not limited to, pre-suit, trial, bankruptcy, alternative dispute resolution, judgment enforcement, and collection.



**DAYTONA BEACH HARBOUR APARTMENTS, INC. A CONDOMINIUM  
HOUSING FOR OLDER PERSONS (HOPA)  
AGE VERIFICATION SURVEY**

The undersigned, being the owner(s) of Unit \_\_\_\_\_, Daytona Beach Harbour Apartments, Inc., A Condominium, governed by a common set of rules, regulations, and restrictions recorded by the State of Florida, Volusia County, agrees to answer the following survey questions in good faith.

1. Owner(s) Name: \_\_\_\_\_

2. Age: \_\_\_\_\_

3. Do you own the Unit: \_\_\_\_\_

4. In what year did you purchase the Unit: \_\_\_\_\_

5. Names and the ages of others living with you in the Unit:

\_\_\_\_\_  
\_\_\_\_\_

6. Do you live there full time: \_\_\_\_\_

7. Do you rent your unit: \_\_\_\_\_

8. What age are your Renters: \_\_\_\_\_

By signing below you swear that all the information reported is correct and true.

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**Clifton Management, Inc.**  
**Application for Sale- Background/Credit Check**

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Condo/Homeowners Assoc. Address: \_\_\_\_\_

Condo/Homeowners Assoc. Unit #: \_\_\_\_\_

Approval of the Board of Directors must be obtained PRIOR to consummating the sale of the Unit. In order to obtain approval, please complete this form, attach a copy of your Drivers License and forward payment for the background check and credit report in the amount of \$60.00 for first buyer and \$50.00 for each additional buys, made payable to:

Clifton Management, Inc.  
1326 S. Ridgewood Ave., Suite 14  
Daytona Beach, FL 32114  
(386)767-5575; (386)255-5234

- Please remember to include a check or money order (**no cash**) and a copy of a Driver's License for each person requiring a credit report/background check.
- Incomplete applications brought to management **will not** be processed.
- Please allow at least three (3) business days for all applications to be processed.

Proposed Buyer(s):  
Name(s): \_\_\_\_\_

Current Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

**DAYTONA BEACH HARBOUR APARTMENTS,  
A Condominium, Inc.**

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**AUTHORIZATION TO RELEASE CREDIT AND CRIMINAL INFORMATION**

You are hereby authorized to release and give to the below-designated party(s), their attorney or representative, board of directors, any information they request concerning my credit and related information in reference with my/our application to purchase within the Daytona Beach Harbour community.

**Designated Party:** Board of Directors, Daytona Beach Apartments, A Condominium, Inc.

I hereby waive any privileges I may have with respect to said information in reference to its release to the aforesaid party(s).

Photocopies of this authorization may be made to facilitate multiple inquires. In the event you do receive a photocopy of this authorization, it should be treated as an original and the requested information should be released.

**Primary Applicant Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Secondary Applicant Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Daytona Beach Harbour, A Condominium, Inc.**

## FREQUENTLY ASKED QUESTIONS AND ANSWERS

### DAYTONA BEACH HARBOUR APARTMENTS CONDOMINIUM ASSOCIATION, INC.

Q: What are my voting rights in the condominium association?

A: One vote per unit. There are seventy-two (72) total votes to be cast by person voting the interests of each unit.

Q: What restrictions exist in the condominium documents on my right to use my unit?

A: No pets allowed

Q: What restrictions exist in the condominium documents on the leasing of my unit?

A: Cannot lease for less than one year. New Lessees must be approved by the board prior to occupancy. An application must be submitted along with a transfer fee.

Q: How much are my assessments to the condominium association for my unit type and when are they due?

A: See Budget attached herewith. Due on the first of each month for the same month.

Q: Do I have to be a member in any other association? If so, what is the name of the association and what are my voting rights in this association? Also, how much are my assessments?

A: N/A

Q: Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?

A: N/A

Q: Is the condominium association or other mandatory membership association involved in any court case in which it may face liability in excess of \$100,000? If so, identify each case.

A: N/A

### CAUTION

NOTE: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO, THE SALES CONTRACT, AND THE CONDOMINIUM DOCUMENTS. THE ASSOCIATION ASSUMES NO RESPONSIBILITY FOR VERBAL REPRESENTATIONS.

# CLIFTON MANAGEMENT

Licensed Community Association Management Firm  
1326 South Ridgewood Ave., Ste. 14, Daytona Beach, FL 32114  
Tel: (386)767-5575 Fax (386)255-5234  
www.cliftonmanagement.com  
cm@cliftonmanagement.com

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To: Members of Daytona Beach Harbour Apts. Condominium Association, Inc.

Dear Members:

This mailing includes very important information that you should read through completely and keep with your Association Declaration, Articles, By-Laws and Rules & Regulations.

On June 28, 2012 at a duly called Board of Directors meeting, your Board of Directors approved a Resolution of the Board of Directors – Sale/Transfer Criteria and a Resolution of the Board of Directors – Leasing Criteria. Both Resolutions give a detailed list of criteria required for any sale or lease of a unit. There is a new Application For Occupancy that is to be used for the sale or lease of a unit. All forms are included for your records, copying and use.

Also included in this mailing are two different parking decals, the red octagon decal is to be displayed in the lower left corner of your vehicles rear window and the yellow decal is for your visitors who are spending the night, to hang on their rear view mirror. If you rent your unit out please forward these to your tenants for their use. This is to insure that only vehicles belonging to residents are being parked on the property. If you purchase a new vehicle and need a new decal please contact our office at the above phone number. The re-lettering of the parking spaces has been completed this week also, for your protection.

Parking space \_\_\_\_\_ Resident decal \_\_\_\_\_ Visitor decal \_\_\_\_\_

Should you have questions regarding any of these items please feel free to contact our office.

On behalf of the Daytona Beach Harbour Board of Directors and Management, we thank you for your cooperation in regards to these matters.

Sincerely,

Clifton Management



DAYTONA BEACH HARBOUR APARTMENTS,  
A CONDOMINIUM, INC.

RESOLUTION OF THE BOARD OF DIRECTORS  
(Leasing Criteria)

The Board of Directors of DAYTONA BEACH HARBOUR APARTMENTS, A CONDOMINIUM, INC. (hereinafter referred to the "ASSOCIATION"), held a meeting on Wednesday the 2 day of May, 2018 at 6:00 A.M./P.M. wherein the following rules were adopted.

WHEREAS, Unit Owners within the association are permitted to lease their unit to tenants; and

WHEREAS, pursuant to Section 6 (Sale, Rental, Lease or Transfer) of the Declaration of Restrictions, Reservations, Covenants, Conditions and Easements of Daytona Beach Harbour Apartments, as amended (the "Declaration"), the Board of Directors of the Association may, upon proper written notice from the Unit Owner, approve or disapprove any proposed sale or transfer of any interest in a Unit; and

WHEREAS, the Board of Directors of the Association is a desirous of establishing standard criteria for prospective tenants in order to ensure that such tenants will be able meet their financial obligations to the Unit Owners and the Association; and

WHEREAS, the Association wishes to establish screening protocols, procedures and guideline to be applied on a prospective basis.

NOW, THEREFORE, IT IS RESOLVED AS FOLLOWS:

## **OBLIGATIONS OF DAYTONA BEACH HARBOUR UNIT OWNERS AND RESIDENTS**

The Board of Directors voted to replace the document entitled "Rules and Regulations Information and Policies" which was revised in 2001 with a new document entitled "Obligations of D.B.H.A. Unit Owners and Residents".

Please read this document and keep it with your other three documents of Daytona Beach Harbour Apartments, Inc., i.e.: "Declarations of Restrictions, Covenants, Conditions and Easements", "Articles of Incorporation" and "By-Laws".

The obligations listed are already enumerated in these other documents, but now have arranged together in this one place to clarify what you agreed to with the purchase of your unit in Daytona Beach Harbour Apartments, Inc.

1. Pay monthly maintenance fees and Real Estate taxes on the unit. A \$25.00 late fee is charged after the tenth (10) day of the month and 18% interest will accrue after thirty (30) days of non-payment. In addition, enforced collection procedures will be initiated after sixty (60) days of non-payment.
2. Maintain your unit in good repair. This includes, but is not limited to, hot water heaters, electrical wiring, plumbing, windows, doors, appliances, etc. Any damages and/or liabilities in common areas or in another unit resulting from a failure to do so will become the responsibility of the unit owner.
3. Permission by the Board of Directors is required for any and all structural modifications, alterations and/or installations in the unit or anything of any nature which may adversely affect the enjoyment of another's unit. Requests for permission must be made in writing and delivered to the Board of Directors along with documentation of any and all licenses and/or building permits which may be required by law.

The Board must respond within two (2) weeks and failure to do so shall mean that there is no objection to the proposed alteration or installation.

Exterior installations, including but not limited to all doors, windows, air conditioners, paint, etc. must conform to standards set by the Board of Directors. Non-conforming installations shall be removed at the owner's expense.

4. Light weight porch furniture may be placed directly in front of the unit provided that passage is not obstructed and it does not violate Life Safety Codes. No signs, posters or advertisements shall be placed either on the exterior of the unit or on the inside windows unless authorized by the Board after a request to do so is made in writing.

5. Resident (owners or lessees) shall exercise extreme care in controlling the volume of noise made by radios, televisions, amplifiers, musical instruments, etc. which may disturb other residents.
6. As stated in the first Amendment to the By-Laws of D.B.H.A. dated October 27, 1980: "No pets permitted".
7. It is prohibited to hang clothing, towels, etc. from the railings, windows or other facades of the building. It is also prohibited to use the building's exterior surfaces to beat dust from rugs. The use of common areas such as laundry rooms, clubhouse, swimming pool, parking area is subject to posted regulations.
8. Leasing the unit is only permitted after a period of one year's ownership and only for a period of one (1) year. Potential renters shall be subjected to the same approval procedure as potential purchasers. Roommates, other than guess, shall be considered renters and the same leasing requirements shall apply. (See Separate page for Leasing Requirements).

Notification in writing to the Board of Directors must be made of any guest staying for a period of time longer than one (1) night.

9. One (1) parking space is assigned to each unit. A second vehicle owned by a resident may NOT parked in a space designated for guests. A vehicle owned by a guest must be parked in these spaces, but not for a period longer than One (1) month. After that time the vehicle shall be considered to be a second vehicle of the owner. Private arrangements may be made to rent spaces assigned to other units as agreed by the parties involved. After notification of non-compliance, any offending vehicles shall be subject to towing.

It is prohibited to park large trucks, commercial vehicles, house or boat trailers, or trailers of the type used for hauling or moving in the common parking area. The grassy area along the street may be used for temporary parking of these vehicles after obtaining permission from the city.

It is also prohibited to perform non-emergency automobile maintenance and/or repairs (such as oil changes) in the parking area.

10. There is a onetime fee of \$35.00 to use bicycle shed. Only bicycles used on a regular basis may be stored in the shed. Storage of unused bicycles is not permitted in the bicycle shed, parking area, walkways or other common areas.

11. Recyclable items, such as glass, plastic containers, paper, etc. are to be placed in the containers designated for them in the service area. Cardboard boxes are to be broken down and placed alongside the containers if they are too large to go inside. PLASTIC BAGS ARE NOT RECYCLEABLE. They are to be placed along with other garbage in the regular unmarked containers.
12. All children under the age of twelve (12) years must be accompanied by an adult when using any of the facilities on the property. This includes the swimming pool, docks, clubhouse, shuffleboard courts, grassy and parking areas.
13. **SMOKING IS NOT PERMITTED** in the common areas, such as the swimming pool, the deck surrounding it, clubhouse, laundry rooms' elevators and passages in front of another's unit.

Second-hand smoke is both offensive and dangerous

14. A duplicate key to the unit must be provided to the Board of Directors. It will be kept in a secured location and used only in the case of emergency and only with two (2) persons in authority present. Such as Board or Committee Members.
15. The building's Bulletin Boards situated between the mail boxes and the elevators is solely for the use of the Board of Directors for posting official notices. Other Bulletin Boards provided inside the clubhouse, elevators, and laundry rooms are for the residents' use to post items of interest.
16. Unless otherwise reserved for community activities, use of the clubhouse for private parties by residents is permitted by reserving the date on the calendar provided on the Bulletin Board in the clubhouse with your name, unit number and the time of the event. Clean up and trash removal after the event is required and all events, including clean-up, must terminate no later than Midnight. The resident is responsible for the repair and/or replacement of any damaged items.

The resident should accompany their guest when using the billiard room, television and video area, kitchen and barbeque area in the front of the clubhouse.

Whenever using the clubhouse, it is your responsibility to TURN OFF THE HEAT OF AIR CONDITIONING, WATER HEATER AND ALL LIGHTS except the light designated as the night light on a timer. Also, see that all doors are locked.

## POOL USE

As previously stated, rules governing the use of the pool are posted on the pump house are based on State and County Health and Safety Codes. Management has the right to deny pool use to residents and/or guests who are on-compliant to these rules.

1. Guests: Residents must be on the property when a guest using the pool is visiting for the day. After notification to the Board of a guest staying longer than one (1) night, that guest may have use of the pool whether the resident is on the property or not. Guests should be notified of the following rules and to read and abide by them as well as the posted rules.
2. Children under the age of twelve (12) must be accompanied by an adult.
3. Smoking: It is "NOT" permitted to smoke in the pool or on the deck surrounding the pool. Smoking is permitted on the porch of the clubhouse. Ashtrays are not provided, so residents and guests are required to supply a container for their own use.
4. Food and Drink: It is permitted to have food or drink in the pool or along pool's edge. No glass containers of any sort are permitted. Refreshments are allowed on the the deck surrounding the pool. Clean up and trash removal on the deck is the responsibility of those using these items. Garbage containers area available in the service areas behind each building, please use them
5. Lap Swimming: The rope defining the deep end of the pool can be unhooked at one side to permit this use. The rope should be re-attached by the lap swimmers before leaving the pool. Other persons in the pool should courteously avoid the lanes used by the lap swimmer.
6. Tanning Lotions: Showering before entering the pool is required, especially by those who have applied tanning lotion. In addition, towels should be placed on pool chairs and lounges to protect them from stains caused by tanning lotion.
7. Floating and Water Toys: These items are permitted provided the use does not interfere with the enjoyment of others who are using the pool. These items may not be left on the deck. Upon leaving the area, please take them with you.

8. Pool Furniture: Umbrellas should be returned to the closed position when leaving the area. Their use is prohibited on days with high winds. Return chairs and lounges to their original place if you have moved them for your use.
9. Pool Fencing: It is prohibited to hang any object such as towels, beach bags, etc. on pool fencing, as well as on any other railings and/or fencing on the property.
10. Respectful Behavior: Diving, jumping, cannon-balling, running and excessively noisy behavior is prohibited. This behavior can be dangerous and is not tolerated. It shall cause removal of the offenders from the pool area.

D.B.H. A., Inc. is "NOT" responsible for any injuries and/or damages as a result of the use of the swimming pool. There are "NO" lifeguards and it is a "Swim at your own risk" facility.

## SELLING

### Requirements necessary for the sale and/or transfer of your unit.

1. Notify the Board of Directors "IN WRITING" of your intention to sell the unit.
2. If you are listing the unit with a Realtor, advise the Board of Directors IN WRITING the name, business address and phone number of the Real Estate Office, as well as the name of the individual who has listed your unit.
3. Explain this selling requirement to the listing Real Estate agent and supply him/her with all the necessary documents.

In addition, notify the Realtor that no sign or notice may be posted on or in any window, door, exterior wall, walkways, or grounds. The "ONLY" exception is for an "OPEN HOUSE" sign not to exceed 12"x12" which may be placed on the door or in front of the unit on the day of the open house. No more than three (3) balloons may be tied to the railing in front of the unit to identify it for the open house.

Also make the Realtor aware of the parking restrictions. Only spaces identified as "guest" parking may be used by Realtors and/or their clients.

4. Determine the set of Daytona Beach Harbour Apartments, Inc. Condominium documents you received at the time of purchase is complete and up-to-date, as these must be transferred to the purchaser. A new set may be purchased through Board of Directors or the management company.

These documents include:

- A. the "Declaration of Restrictions, Reservations, Covenants, Conditions and Easements" and all Amendments thereto
  - B. the "Articles of Incorporation" and all Amendments thereto
  - C. the "By-Laws" and all Amendments thereto and
  - D. the "Obligations of D.B.H.A. Unit Owners and Residents"
5. Obtain an "Application for Sale (Transfer)", and "Addendum to the Application", and a "Questionnaire for the Prospective Buyers". Give these documents to your Realtor along with the set of Condominium documents

## LEASING

### Requirements for Leasing all or part of your unit.

1. Ownership of the unit must be for a period of at least one (1) year prior to leasing all or part of the unit.
2. All leases must be for a minimum of one (1) year and submitted to the Board of Directors for approval. Renewal of a lease is subject to the same conditions. A "Room-mate" with expense sharing arrangements is considered the same as a Lessee and must comply with these Leasing requirements.
3. An "Application for Lease" and an "Addendum to the Application" are available from management. Transfer Fee must be paid by the owner for each lease (but not for lease renewals). A check made payable to Daytona Beach Harbour Apartments, Inc., should be submitted along with these completed forms, a copy of the Lease and two (2) letters of reference to management for processing. One (1) of the letters must be from an employer, bank or previous landlord. Management will forward these items to the Board of Directors and an Approval Meeting with Lessee in person will be scheduled PRIOR to the commencement date of the lease. A Lessee may not move in and/or have any furnishings delivered prior to acceptance at the Approval Meeting.
4. Prior to the approval meeting, a copy of the "Obligations of D.B.H.A. Unit Owners and Residents" should be given to the Lessee with instructions to carefully read it and be willing to comply with these obligations. This is important, an owner can be held responsible for the non-compliant actions of the Lessee.



CERIFICATE OF APPROVAL

\_\_\_\_\_, A CONDOMINIUM  
(Purchase)

In reference to:

Legal attached hereto

At the request of the present owner, the undersigned officer of DAYTONA BEACH HARBOUR CONDOMINIUM ASSOCIATION, INC., in reference to the above-described condominium, certify as follows:

1. The transfer of \_\_\_\_\_, as seller, to undersigned condominium association, pursuant to the provisions of the declaration of condominium.
2. Current assessments owing for this unit are \$ \_\_\_\_\_.
3. All assessments against the above parcel for common expenses are paid in full as of this date and the next payment is due on \_\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_ Condominium, Inc.  
By: \_\_\_\_\_  
\_\_\_\_\_, Its President

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_

By \_\_\_\_\_ as President of \_\_\_\_\_ Condominium Association, Inc., a Florida corporation not for profit, on behalf of the corporation, who [ ] is personally known to me or who [ ] has produced \_\_\_\_\_ as identification

(Notary Seal)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name