Flanders D Association Inc.

On behalf of the Board of Directors and Flanders D community, we would like to thank you for your interest in joining us in the near future.

Be sure to read the "CRITERIA FOR ACCEPTANCE PAGE" completely before submitting this application. It applies to ANY and ALL transfers.

In this packet you will find the necessary OCCUPANT Application which you need to fully complete and return to Wilson Landscaping & Management Corporation, along with your application fee ($150 for an individual or legally married couple, or $150 per individual applicant).

At the conclusion of management review; (background and financial screening process) the application will then be forwarded to our Board of Directors, if you have met the criteria for acceptance. The Board will then contact you for an in-person interview. This will provide an opportunity for us to meet each other; review our community Rules, Policies & Standards; and allow you to inquire about any other matters or concerns which you feel are important.

Please note that after in-person interview approval, the last step will be for you or your Owner to submit a copy of an H06 Condo Policy "Proof of Insurance" documents, so that we may approve and submit your Certificate of Approval to our ID Department.

To set reasonable expectations, a realistic timeframe would be 30 days from the time we receive a fully completed application and check for required fees until completion. ***Any incomplete information, or waiting period for us to receive the insurance documents would be the cause of any delay. Please do not set up ANY closing or move-in date prior to approval from the Board of Directors, & certainly, no sooner than 30 days.***

Before your in person interview, please contact Wilson Landscaping & Management Resale/Rental Department with any questions or issues with regard to completing your packet at 561-637-3402. After your in-person interview, you may contact our Board of Directors at our email address: myflandersd@gmail.com.

Regards,

On behalf of the Flanders D Association Board of Directors
Mitchell Schwartz, President/Treasurer

Flanders D Association Inc.

INSTRUCTIONS FOR COMPLETING THE OCCUPANT APPLICATION

1. Application must be submitted 30 days prior to any approval.
2. Submit ONE (1) complete set of everything, all originals.
3. Each page must be completed and initialed by all applicants.
4. Each application must include a Photo ID showing date of birth for each occupant. This must be on an 8 x 11 1/2 paper.
5. A $150 NON-REFUNDABLE application FEE per person OR Married Couple is required. The fee must be payable to: Flanders D Association, Inc. Again, non-refundable.
6. All three references must be completed & signed & included.
7. An In-Person Interview is Required, prior to any approval.
8. Only contact the Management Company prior to In-Person Meeting.
9. We will do our best in expediting, but the responsibility to submit completed, correct information is yours.
10. You will be responsible to return all items at the end of your stay.

FLANDERS D OCCUPANT APPLICATION INSTRUCTION SHEET

PAGE	TITLE	INSTRUCTION	PAGE	TITLE	INSTRUCTION
1	Cover Letter		16	Inspection Info Page	May Apply to Some
2	Instructions	Follow directions	17	KP 55+ Community	Needs Notary
3	General Rules Form	Needs Notary	18	Fair Housing Act	Needs Notary
4	Certificate	Do Nothing/Include	19	55+ Age Verification	Complete
5	Directions to Wilson	For Your Assistance	20	Lift Use	Important 2nd floor
6	Timetable Form	Please complete	21	Reference Instructions	Important to Read
7	Contact Information	Please complete	22-23	References	Complete/Include
8	Emergency Form	1 for each person	24	Financial Reference	Complete/Include
9	Top 10 Things to Know	Important	25	Insurance Info	Note Inspection Info
10	Roof Access	Important	26-27	KP Resale/Rental Info	Sign Page 27
11	Using the Dumpsters	Important	28-29	KP ID Information	Read for Sure!
12	Recycle Right	Important	30-31	Disclosure Authorization	Must sign/complete
13-14	Parking Instructions	Very Important	32-50	Rules for Flanders D	Very Important
15	No Pet Community	Needs Notary	51	Packet Release	Needs Notary

Flanders D Association Inc.

I/We have read ALL pages which contain critical information about the procedures for selling and/or purchasing a unit at the Flanders D Association, Inc. I/We understand that we are not to schedule a "Closing Date" until at least 30 days after the submission of this application, along with ALL necessary checks to the Flanders D Association Inc., and the Kings Point Recreation Corporation to Wilson Landscaping & Management Corporation.

I/We understand the necessary procedures for gaining access to the Roof for any inspection, and any later necessary need for ANY and ALL repairs. It is my responsibility to inform ALL of my deliveries, guests, Realtors and anyone else who may wish to gain access to the area for ANY purpose, including visiting and deliveries the requirement to Stay off the Grass, Park only in a Guest Space (not the Fire Lane) or any other space which may be designated for any other purpose. I understand and accept that there is a fine consistent with Florida Statute of $100 for any violation, or subsequent violation, which will fully become my personal responsibility should this requirement be violated.

I/We understand that ANY and ALL Contractors, for moving in purposes and/or ANY future deliveries or work in my Condo Unit must refrain from walking on the grass for ANY reason, and that their parking of vehicles in the proper designated space is MY/OUR full responsibility. Furthermore, I/We accept, without reservation the responsibility to assure that their equipment is NEVER placed on the grass, for any purpose or reason at ANY time. I/We understand that moving in or out of the Unit, for ANY Contractor/Mover etc. is limited to the hours of Monday-Friday 8am-6pm ONLY. No weekends, No Holidays.

I/We agree to an IN-PERSON interview ONLY, and understand and accept that this step will not be on Zoom, FaceTime, or by ANY OTHER method, other than IN-PERSON.

Lastly, I/We agree fully that we understand AND completely accept, that my/our application is completely subject to the stipulations set forth in these pages, especially including the "Criteria of Acceptance" pages with regard to ALL items, including the Credit provision of my/our having a minimum of a 700 credit score EACH of us at the time of Association review. I/We fully understand that this applies to ANY and ALL applications, without ANY exception. I/We understand that the reviewers have no knowledge of the status of my application, its' contents or ANY information about me/us, until the background review has been successfully completed for further processing.

Applicant Name: _____- Signature/Date: _____

Co-Applicant Name: _____-Signature/Date: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____.

They are personally known to me: ____OR - Have produced _____ as identification.

State of _____ County of _____ (SEAL)

_____ Notary Public Signature
_____ Printed Name
_____ Certificate Number
_____ My Commission Expires

_____ DATE of Notary Seal

Flanders D Association Inc.

CERTIFICATE OF APPROVAL
OCCUPY

This is to certify that _____ have/has been approved by the FLANDERS D ASSOCIATION INC., to OCCUPY the following described REAL PROPERTY in Palm Beach County, Florida.

Unit Number _____ **Parking Space Number** _____

AT LEASE ONE RESIDENT MUST BE 55 YEARS OLD TO RESIDE IN UNIT

This approval is dated this _____day of the month of _____ 20_____.

APPROVED _____
Signature of President/Director

APPROVED _____
Print Name of President/Director

(ASSOCIATION SEAL)

The following must be completed by a Florida Notary Public, which may be the same person as the authorized individual above.

The following instrument was acknowledged before me this _____day of the month of _____ 20_____.

_____**Personally Known to Me**
_____**Produced Identification**
Type of Identification: _____
Name on Identification _____
ID Number: _____
Expiration Date: _____

(NOTARY SEAL)

Flanders D Association Inc.

DIRECTIONS TO WILSON LANDSCAPING & MANAGEMENT COMPANY

Office Information

Our Management Company

1300 NW 17th Ave.
Suite 270
Delray Beach, FL 33445

1st traffic light north of Lake Ida road on Congress Ave. - NW 17th Ave. make a right. (Directly opposite Pines of Delray North) Our office is in the 1st building on right. We are located on the 2nd floor at the far south end of building.

Monday - Friday
8:00am-4:00pm

Office closes daily for lunch from
12:00pm-1:00pm

(561) 637-3402 phone
(561) 637-3407 fax

Flanders D Association Inc.

TIMETABLE FORM

The purpose of this form is to determine if our application process is meeting our required time frame standards of process completion within 30 days from the receipt of a fully completed packet. Potential owners, renters, residents and occupants should set their expectation with that 30 day timeframe in mind.

The process timeframe begins when ALL pages are correctly and completely filled out; all necessary Notary Seals are present where designated; any checks or escrow amounts due (lease only) are included; the required personal interview has been completed; and the application has had an internal administrative review.

Please be sure to completely review your packet prior to submission. ANY missing or incomplete information will automatically result in the return of the entire packet, *without the beginning of our internal review.*

We very much appreciate your efficiency and cooperation in this matter.

NAME OF Applicant(s): _____

Age of Oldest Occupant: _____ **Age of Youngest Occupant:** _____

How many cars do you have? _____ **Number of Pets:** _____

Date Application Submitted to Wilson: _____

Date Completed Application Forwarded to Board: _____

Date Applicant Contacted for Interview: _____

Date/Time of Interview: _____

Name/Phone # Attorney: _____

Name/Phone # Realtor: _____

Name/Phone # Title Company: _____

Flanders D Association Inc.

Unit # _____Please Check ____ Owner ____ Occupier (Relative) ____ Renter

FLANDERS D CONTACT INFORMATION SHEET

Complete One form for EACH INDIVIDUAL PERSON, AS ABOVE LIVING IN RESIDENCE.

PLEASE PRINT ONLY

NAME OF Applicant:_____

ADDRESS OF Applicant: _____

CITY, STATE, ZIP CODE_____

HOME PHONE NUMBER Applicant: _____

CELL # Applicant: _____

EMAIL ADDRESS Applicant: _____

BIRTH DATE OF Applicant: _____ Age of Applicant: _____

NAME OF Co-Applicant:_____

ADDRESS OF Co-Applicant: _____

CITY, STATE, ZIP CODE_____

HOME PHONE NUMBER Co-Applicant: _____

CELL # Co-Applicant: _____

EMAIL ADDRESS Co-Applicant: _____

BIRTH DATE OF CO-Applicant: _____ Age of Co-Applicant: _____

Please list ANY other occupants who reside at the residence.

1.

2.

Vehicle Information:

Make: _____ Model: _____ Year: _____ Plate#: _____

Make: _____ Model: _____ Year: _____ Plate#: _____

Flanders D Association Inc.

It is important that the Association have contact information in an emergency situation. Please provide the following information for EACH Emergency Contact who may be called, if necessary.

Duplicate, if necessary.

Name of Resident(s): _____

Unit Number: _____

IN CASE OF EMERGENCY, PLEASE NOTIFY:

Name: _____

Relationship: _____

Phone Number: _____

Street Address: _____

City: _____ **State:** _____ **Zip:** _____

E-mail Address: _____

Name: _____

Relationship: _____

Phone Number: _____

Street Address: _____

City: _____ **State:** _____ **Zip:** _____

E-mail Address: _____

Flanders D Association Inc.

TOP 10 THINGS TO KNOW @ FLANDERS D

1. Contractors working at Flanders D must adhere to working hours Monday-Friday 8am-6pm. No weekends, no holidays.
2. Owners & Residents need to adhere to the recycling guidelines, as posted and distributed.
3. Cardboard needs to be broken up to 3 feet x 3 feet squares, as per the recycling guidelines.
4. Parking must be head-in Only. You are responsible to make sure your visitors have an easily readable Visitor Card displayed in the front dashboard. Vehicles without proper Guest ID or Kings Point residents who do not follow rules, WILL BE TOWED. Period!
5. No person, company or other, may park in our Fire Lane. Our safety matters, Not for a minute, a second or less. Any vehicle which potentially jeopardized our safety to ANY extent, will be towed.
6. Stay off the grass!
7. Smoking inside a unit, requires a filter(s) that makes the detection of smoke impossible from outside the unit or doors. Smoking outside is permitted on the other side of the island on Continental Boulevard ONLY!
8. Dogs must be walked with a leash, on the other side of Continental Boulevard. Feel free to tell others, who are not residing at Flanders D. We care about our property.
9. Insurance for each unit is required as per Association Documents.
10. Access to the Roof of Flanders D requires authorization from the Board of Directors.

We are working very hard to beautify our Building & Grounds, and investing our financial resources to create as pleasing an environment as possible.

Please work with us, and follow these rules.
Thank you for your cooperation!

Flanders D Association Inc.

Access to the roof of Flanders D requires authorization from our Board of Directors.

Be advised, owners/residents have been informed of this requirement. It is their responsibility to have informed Contractors as such.

Contractors should be prepared to provide a copy of their Current Contractor License AND Current Insurance Documents, in order to gain authorization and approval for roof access.

Documentation should be submitted to: myflandersd@gmail.com, or hand deliver to Wilson Landscaping and Management, 1300 NW 17th Avenue, Suite 270, Delray Beach, Florida 33445.

Companies that work at Flanders D on an ongoing basis do not have to have their documentation re-submitted each time, while the licensing and policy dates on file are still valid.

FYI-There is a layer of coated latex that has been applied to the roof. Therefore, be advised that the roof might be somewhat slippery. Contractors on the roof assume all responsibility for their safety while on the roof.

Safety of all concerned is our top priority.

It is clearly understood that ANY Potential Purchaser MUST have submitted a completed application PRIOR to ANY inspector gaining Roof Access. Inspectors must sign a "HOLD HARMLESS" form, which has been submitted and approved.

Be advised, there are Surveillance cameras on the roof 24/7.

When documentation has been received and approved as valid and in effect, the Board of Directors will notify the Owner/Tenant, so that you can obtain the necessary access.

We thank you for your anticipated cooperation in advance.

Flanders D Association Inc.

Using the New Dumpster Enclosures

There is an opening on the side of the enclosures that you can walk through to get to the dumpster and recycling bins. Please do not try to open the front gates to deposit trash.

Please do not place anything in front of the enclosure gates, as it will result in the trash not being picked up.

Please place any bilk trash items on the side of the enclosure Monday evening after 5PM for pick-up on Tuesday.

Only your bulk items are allowed to be placed for pickup. It has always been a rule that Contractors cannot dump here, if working on your unit. They must cart away their trash. Unit owners allowing contractors to dump trash will be fined. That means no toilets, sinks, etc.!

Rules may not have been enforced in the past, but that is no longer the case.

Cameras are being installed at both enclosure sites, so these rules are now enforceable!

We are working very hard to beautify our Building & Grounds, and investing our financial resources to create as pleasing an environment as possible.

Please work with us, and follow these rules.
Thank you for your cooperation.

Flanders D Association Inc.

FLANDERS D SUPPLIES THIS RECYCLING GUIDE TO ASSIST OUR RESIDENTS IN MAKING THE RIGHT CHOICES.

SWA
SWA.org/RecycleRight

Recycle Right
-everyday-

Blue Gets

- Plastic Bottles and Containers
  - Lids on; 2 gallons or less
- Cans, Food and Beverage
- Glass Bottles and Jars
  - Lids off
- Cartons, Milk and Juice
  - Lids on
- Drink Boxes
  - No pouches

PLEASE NO...

- Plastic Bags
- Foam Products
- Aluminum Foil or Pans
- Shredded Paper
- Plastic Eating Utensils or Straws
- Paper Plates
- Paper Towels or Napkins
- Coat Hangers
- Light Bulbs
- Needles

Yellow Gets

- Cardboard
  - Flattened
- Newspaper and Inserts
  - No plastic bags
- Office and School Paper
- Mail
- Magazines
- Dry Food Boxes
  - No food stains
- Paper Bags
- Cardboard Paper Rolls
- Pizza Boxes
  - No food stains

For Recycling Bins, Call 866-NEW-BINS (639-2467)

* - This cart is only available to multi-family complexes

** - This bin is provided for curbside collection

Flanders D Association Inc.

The following Rules & Regulations apply to our parking lot area, and include your assigned space, Common Element Guest space, and Loading/Unloading spaces.

Cars parked for ANY length of time in the FIRE LANE will be towed, and the Owner of the Unit will be fined $100. Our Safety Matters. Please be sure to inform your Contractors and Guests. You are responsible for notifying your Visitors.

- **Residents are responsible for the parking lot conduct of their guests; delivery people; workmen and family members. Please govern yourself accordingly.**

- **No vehicle which cannot operate on its own power shall remain on the Condominium premises for more than twenty-four hours, and no repair of vehicles shall be made on the Condominium property except to charge or install a battery, replace a flat tire, or replace a broken windshield. Face forward parking is absolute.**

- **Owners are responsible for their assigned parking space. The Association, through the Board of Directors, in its sole discretion will repair parking spots with oil, and owners will be immediately responsible for any and all costs associated with this repair. It is your responsibility to maintain your space in pristine condition.**

- **Unit owners, tenants and other permanent residents of units shall park their vehicles in their assigned spaces. All vehicles must be registered with a governmental entity (proper plates and tags) in a manner that makes the vehicle legal to drive on the roads in our state.**

- **Your vehicle must fit in your Limited Common Element space. This means, it can not be wider than the lines on the sides; exceed the front bumper in ANY way, or extend past back lines.**

- All vehicles must also be registered at Kings Point, with a Kings Point "sticker" affixed to the window. IDs are available from the ID office. Any vehicle that does not meet the foregoing requirements will be subject to being towed, solely at the expense of the vehicle's owner.

- The 20 minute Loading/Unloading zones are meant for just that, Twenty minutes. Each resident should assure that other residents have the same opportunity to use the space, by being respectful of purpose and time.

- Any vehicle that is parked in a guest space may only remain for 48 hours. Any vehicle parked longer than 48 hours, without written approval from the Association, is subject to being towed at the owner's expense. No vehicle which cannot operate on its' own power may remain on the premises longer than 48 hours. No vehicle repair may take place on the property. No vehicles that are leaking oil may be parked on the condominium property.

- Unit owners, tenants, and other permanent residents are responsible to ensure that their guests, workman, invitees, and delivery people park properly in a Guest spots.

- Guests who do not display their visitor card or Kings Point sticker in a visible location are subject to being towed at their own expense. Owners understand and accept that vehicles not parked properly or that are parked in a Fire Lane with Yellow Lines, may be towed at the vehicle owner's expense. Our Safety Matters!

- If for any reason guests do not receive a Visitor ID card at the Kings Point entrance, owners/residents must make sure a readable note is left in the window identifying the Unit that the guest will be visiting. Unauthorized people visiting our neighbors park at Flanders D. We are protecting our spaces, and your ability to host your people as easily as possible. The note avoids our guests from tow. We will tow cars we cannot identify as being from Flanders D.

Flanders D Association Inc.

KINGS POINT IS A NO PET COMMUNITY

Pets: No animal or pets of any kind shall be kept in any unit or on any property of the Condominium. This subsection, 14.5, shall not be amended, unless approved by a majority of all Board of Directors at the Kings Point project.

I/We _____understand and accept, that there are no pets of any kind allowed in the Flanders D Association Inc.

As purchaser/lessee of unit _____I/We agree that we will not have pets of any kind.

Applicant Print Name: _____

Applicant Signature/Date: _____

Co-Applicant Print Name: _____

Co-Applicant Signature/Date: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____.

They are personally known to me: _____OR - Have produced _____ as identification.

State of _____

County of _____

_____
Notary Public Signature

_____
Printed Name

(SEAL)

_____
Certificate Number

_____
My Commission Expires

Flanders D Association Inc.

**Flanders D Association, Inc. c/o Wilson Landscaping & Management,
1300 NW 17th Avenue, Suite 270, Delray Beach, Florida 33445 (561) 637-3402
wilsonmanagement.net**

Here are FL-D requirements for Association approval and sign-off!

THIS PAGE IS INCLUDED IN THIS PACKET FOR INFORMATIONAL PURPOSES ONLY. THIS IS WHAT THE ASSOCIATION REQUIRES FROM THE SELLER, TO AVOID YOU HAVING PROBLEMS DURING YOUR INITIAL MOVE-IN PERIOD. THERE IS NOTHING FOR YOU TO FILL OUT ON THIS PAGE.

Name of Seller(s): _____

Name of Purchaser: _____

Unit: _____ **Date Application Submitted & Complete:** _____

1. **Is there a copy of the Flanders D Documents available to the new owner?**_____
2. **Is there a fire extinguisher in the unit, preferably near the kitchen?** _____
3. **Are there 2 smoke detectors? One in the kitchen, one near the bedrooms?** _____
4. **Are there two mailbox keys for the new owner? (Replacement $25 each)** _____
5. **Are all ID cards available to the new owner - (Replacement $60 each)** _____
6. **Are there any oil/markings in the Assigned Parking Space? (Clean fee $349)**_____
7. **Is there a lift key available to the new owner, 2nd floor - (Replacement $25)**_____
8. **Outside window screens - any rips, tears or holes? (Replacement $50, $65, $75 or full panel replacement for any or all of the other parts screened?)**_____

Present for the Inspection:_____

Comments: _____

_____

Signature of Board Member(s) Providing Inspection: _____

Date of Inspection: _____

Flanders D Association Inc.

KINGS POINT IS A 55+ COMMUNITY

To Whom It May Concern: **Date:**_____

I/We, _____ **have submitted an application to purchase or have transferred Unit #** _____ **in the Flanders D Condominium Association.**

I/We understand that I/We must complete and answer all information in the approval package for the Association. I/We must submit ONE FULL copy and/or are aware of the Association Documents; Rules and Regulations; Agreement for Deed: Rental and Resale restrictions; and understand that this Association and Kings Point are a fifty-five (55) and over Community (at least one domiciled APPROVED RESIDENT must be over the age of 55.)

I/We agree that I/We may not move in, begin work, or take possession of the Condominium property prior to approval of the application by the Association Board of Directors. The Flanders D Community requires a PROPERTY IMPROVEMENT REQUEST-APPLICATION OF INTENT (included near the end of this packet) along with a $500 Escrow deposit prior to commencement of the start of ANY work. The application will be returned with an approval/denial letter, after the review process. I/We understand and accept that I/We may be subject to fines, and have to pay attorney costs if this provision is violated.

I/We further agree that I/we will be responsible for any Attorney's fees, court costs, etc., arising from any misrepresentation or failure on my/our part to comply with the Association Articles of Incorporation, Declaration of Condominium, By-laws, Amendments, and Rules & Regulations.

Applicant's Signature: _____ **Date:**_____

Applicant's Signature: _____ **Date:** _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____.

They are personally known to me: _____OR - Have produced _____ as identification.

State of _____

County of _____

_____
Notary Public Signature

_____
Printed Name

(SEAL)

_____
Certificate Number

_____
My Commission Expires

Flanders D Association Inc.

The provisions of the Fair Housing Act and other applicable laws prohibit housing discrimination based on age and familial status, while allowing certain exceptions for older persons. Housing Developments, Associations or Communities with age restrictions are not considered discriminatory, if they comply with the following requirements:

- **The housing be intended and operational for person 55 years of age or older; and Units be occupied by at least one person who is 55 years of age or older;**
- **All ownership restriction(s) based upon age fully comply with all Federal, State and local Laws, regulations, ordinances, rules, and any other applicable requirements. All restriction(s) based upon age are applied uniformly to all occupants, and do not operate to discriminate on any prohibited basis.**

If all owners(s)/purchaser(s) are not fifty-five years of age or older, those "underage" occupant(s) acknowledge that once the other occupant who is over fifty-five (55) vacates the unit, for ANY reason whatsoever, the underage *occupant* will have to vacate the unit within six (6) months of that date, without exception.

Flanders D Documents, Recorded with the Clerk of Palm Beach County state: "No Occupancy shall be permitted by persons between the ages of 18 and 54, inclusive, unless the Unit is also occupied by at least one person 55 years of age or older."

By acknowledging, accepting, and notarizing this document and this stipulation, the applicants fully accept these terms. The Association wishes to be clear that this is the only way that the Association would consider or approve this application. To be clear, failure to accept this condition means that the Association will NOT approve this application. ANY and ALL costs associated with enforcement of this provision will be the full and complete responsibility of the Occupant, without exception, and may include attorney fees and absolutely any other possible cost. As previously stated in the application, all Residents must be approved by the Association prior to moving in, and there are no exceptions to this rule under ANY circumstances.

I/We accept the terms above unconditionally, and fully understand and accept ALL of the above without exception.

Primary Owner Name: _____ - Signature/Date: _____

Under 55 Applicant Name: _____ - Signature/Date: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____.

They are personally known to me: ____OR - Have produced _____ as identification.

(SEAL)

State of _____ County of _____

_____ **Notary Public Signature**
_____ **Printed Name**
_____ **Certificate Number**
_____ **My Commission Expires**

_____ **DATE of Notary Seal**

Flanders D Association Inc.

55 + AGE VERIFICATION QUESTIONNAIRE

1. Identification of Unit:_____

2. BUYER of Unit (list all owners of record as to be stated on your deed):

   _____

   _____

   _____

   _____

3. Please list every person who is to be an occupant of the Unit and complete all required information. Please supply independent photographic evidence indicating date of birth (such as drivers licenses or current passports) of each occupant:

OCCUPANT NAME	AGE	TYPE OF PHOTOGRAPHIC EVIDENCE	DATE OF BIRTH	FAMILIAL OR OTHER RELATIONSHIP
1				
2				
3				
4				

SIGNATURE(S) OF APPLICANT(S)

X_____

PRINT NAME _____

X_____

PRINT NAME _____

REVISED 3/03/2020

Flanders D Association Inc.

DECLARATION OF LIFT USE RESTRICTIONS

The Lift is designed to transport individuals, and their groceries. It is in no way designed or intended to transport any kind of freight. As a resident at Flanders D, each of us accepts and understands that at no time will I transport anything except myself and groceries.

Use of the elevator or lift shall be limited to the Owner(s) of Flanders D Units and the family members, tenants and guest of such Owner(s). Damage caused by users will be the sole responsibility of the Unit Owner permitting its use.

The LIFT SHALL NOT be used by any Licensee, Contractor or hired delivery. The Lift should NOT exceed the 750 lb. Limit. Criteria:-One (1) wheelchair and two (2) person or three (3) persons. No more than three (3) persons. Garbage bags must be tightly sealed to deter spillage on the cab floor. A Guest, or invites, or grandchildren must be accompanied by a lift participant to avoid accidents and to control key loss. If One Person cannot carry an item, it does not belong on the lift. If a Wheelchair is used, apply brakes to the wheelchair to avoid movement while on the lift.

I have read the above questionnaire and understand all information contained within, and agree to abide by the Rules of the Association.

User(s)::

Name _____ Relation: _____

Name _____ Relation: _____

Name _____ Relation: _____

Name _____ Relation: _____

Buyers:

X_____ (Buyer) _____ (Date)

X_____ (Buyer) _____ (Date)

Flanders D Association Inc.

PERSONAL REFERENCE FORM

SUBMIT 3 FORMS FOR EACH APPLICANT

APPLICANT NAME_____ **UNIT #:** _____

RE: PERSONAL REFERENCE REQUEST

Dear Applicant:

Please follow the instructions listed below carefully so you do not delay your application process. If the form is incomplete in any way, it will hold up your application:

- **1) Choose three people as personal references.**

- **2) Mail, fax or give one form to each person you have chosen.**

- **3) Explain to the person(s) giving the reference that they must complete every section and that they must include their name, phone #, email, and signature.**

- **4) Have the person providing the reference return the form directly to you, not to Wilson Landscaping & Management Company.**

- **5) When you have received the completed forms from your references proof them for accuracy and include in your application package.**

Flanders D Association Inc.

APPLICANT NAME_____ **UNIT #:** _____

To Whom It May Concern:

The above named applicant is applying to reside in the Flanders D Association at Kings Point, in Delray Beach, Florida. We would appreciate your honest feedback on the following:

Character:

_____

_____

_____

Integrity:

_____

_____

_____

Other Comments:

_____

_____

_____

PERSON GIVING REFERENCE:

Print: _____

Signature & Date: _____

Best Phone Number: _____

Email: _____

_____

REVISED 3/03/2020

Flanders D Association Inc.

APPLICANT NAME_____ **UNIT #:** _____

To Whom It May Concern:

The above named applicant is applying to reside in the Flanders D Association at Kings Point, in Delray Beach, Florida. We would appreciate your honest feedback on the following:

Character:

_____

_____

_____

Integrity:

_____

_____

_____

Other Comments:

_____

_____

_____

PERSON GIVING REFERENCE:

Print:_____

Signature & Date:_____

Best Phone Number: _____

Email: _____

REVISED 3/03/2020

Flanders D Association Inc.

APPLICANT NAME_____ **UNIT #:** _____

To Whom It May Concern:

The above named applicant is applying to reside in the Flanders D Association at Kings Point, in Delray Beach, Florida. We would appreciate your honest feedback on the following:

Character:

_____

_____

_____

Integrity:

_____

_____

_____

Other Comments:

_____

_____

_____

PERSON GIVING REFERENCE:

Print:_____

Signature & Date:_____

Best Phone Number: _____

Email: _____

REVISED 3/03/2020

Flanders D Association Inc.

C/o Wilson Landscaping & Management Corporation
1300 Northwest 17th Avenue, Suite 270, Delray Beach, Florida 33445

FINANCIAL REFERENCE REQUEST

One of the MAJOR criteria that is critical to the Association, is the belief that as a Resident who is an Occupant, you will be able to pay your monthly Condo Fee on time, without exception.

It is your responsibility to provide a financial reference to be completed by your bank/Financial Institution. They can complete the information in the area below or provide the information on their stationary. This response must be included in your packet when your return it to Wilson Landscaping & Management.

Include a Stamp or Seal from the Bank or Institution.

You *MUST* also include the 3 most current Banking Statements from YOUR personal accounts. We will use this for evaluation of your ability to pay the monthly Condominium Fee on time. Complete ONE form for each applicant, if each name is not represented on the account Statement. Anticipating your prompt response, we thank you in advance.

Customer's Name _____

Status of Account(s): _____

_____

_____

_____

Name of Bank/Institution: _____

_____

Signature and Title of Bank Representative

_____

Address & Phone Number of Bank Representative/Date

Bank Officer: You may attach or include ANY information you feel vital.

Flanders D Association Inc.

INSURANCE INFORMATION - CRITICAL READ

Unit Owners Personal Insurance Coverage

From the FLANDERS D Declaration of Condominium

"Unit Owners Personal Coverage: Each unit owner shall retain and maintain at all times, individual "Property Damage and General Liability" policies insuring the property lying within the boundaries of their unit, and for their personal liability arising in the use of their own unit and other areas of the Common Elements for which they have exclusive use. Coverage provided under such policies, including, but not limited to property loss assessment coverage, shall be in accordance with the Act, as amended from time to time. The Association shall be named an additional insured and loss payee on all property damage insurance policies issued to Unit Owners, if required by the Act. The Association shall require Unit Owners to produce evidence of insurance, from time to time, if required by the Act. All NEW Unit Owners are required to provide Proof of Insurance coverage, as described and detailed above, PRIOR to an APPROVAL for CLOSING. Once obtaining Title to a Unit, it is the Responsibility of each and every Owner to update consistent with Association policy provided by the Board of Directors with proof of continued coverage, as named above."

BE ADVISED, WHEN YOU DO GET INSURANCE, WE HAVE A WIND MITIGATION REPORT THAT WILL ALLOW YOU TO GET A DISCOUNT ON YOUR H06-POLICY. A COPY OF THE POLICY IS AVAILABLE TO YOU AT OUR WEBSITE: myflandersd@gmail.com.

Owners are responsible to have an updated copy of their new policy into the Management Office 10 days prior to the expiration of their existing policy. Be advised that any lapse in coverage or any gap created by non-renewal may result in a fine of $100 a day, up to $1000, consistent with Florida Statute 718.

Be advised: In order for us to keep our Insurance rates low, the Association requires that every unit owner have and maintain in complete working order:

- **2 smoke Detectors - ONE 5 FEET FROM BEDROOM EXIT/ONE 5 FEET FROM KITCHEN AREA**
- **One Fire Extinguisher - INSIDE THE CONDO, ACCESSIBLE TO YOU IF & WHEN NEEDED**

Items will be checked January & July during twice yearly inspection for Termites. The Association will place a fine for ANY unit not in compliance.

Minimum Coverage in Policies (Dwelling Coverage):
Made through June 30, 2023- $60,000.

Minimum Coverage in Policies (Dwelling Coverage)
Made July 1, 2024 - & after…$70,000.

Minimum Coverage in Policies (Dwelling Coverage)
Made July 1, 2025 - & after…$75,000.

KINGS POINT
GOLF AND COUNTRY CLUB
Where Exceptional Lifestyle Begins
GCC

RENTAL and RESALE INFORMATION

ID OFFICE
561-499-3335 Ext. 136 & 135
Monday – Friday 9:00 AM – 4:00 PM
Closed Saturday and Sunday

Fees (*All fees subject to change*)

- Capital Contribution & Processing Fee-includes one (1) Resident ID Card & one (1) Barcode **$1,800.00** **(Applicable to all resales and transfers of ownership as of June 1, 2022)**
- Resident ID $60.00
- Single Resident ID $60.00
- Lessee ID $60.00
- Guest ID $10.00 *(See procedural guide for further details)*
- Health Aide ID $50.00 (*Three months*)
- Barcode $10.00
- Saxony RFID Tag $10.00

Requirements: Coincident with submission of an application for purchase of any unit, proof of payment of the Capital Contribution & Processing Fee **must be included.**

Before issuing **Resident ID cards**, we must receive the following:

- A copy of the Certificate of Approval from the association's management company approved by an association officer with the association seal and,
- The previous owner's ID card(s) must be turned in to Kings Point's ID office. If the ID card(s) cannot be located, a $60 fee for each outstanding ID card must be paid before new ID cards will be issued. **Checks payable to: Kings Point Recreation Corp., Inc.**
- **Note**: Maximum of two (2) resident ID cards per unit. The first ID card purchased for a resident/lessee must be issued to an individual fifty-five (55) years of age or older.

Before we can issue **Lessee ID cards**, the ID office must receive the following:

- A copy of the Certificate of Approval from the association's management company approved by an association officer with the association seal, along with a lease and,
- Any outstanding ID cards issued for that unit must be turned in.
- As of August 6, 2015, any unit that is SOLD, if there is an existing lease on the unit AND the lessee turns in their ID cards, ID Cards can be purchased by the new owner, even if the lease has not expired.
- Any Owner or Tenant that breaks the lease, the existing rule below still follows:

Resident ID card(s) will not be issued or another Lessee ID card(s) will not be issued until the expiration of the current lease. No Exceptions!

Kings Point Recreation Area Amenities

The Recreation facilities consists of three (3) clubhouses, swimming pools, Natatorium, golf courses, tennis, shuffleboard, pickleball, bocce ball, racquetball and basketball courts, canals, entry gates and roads of the community and other common facilities. Kings Point is a "**NO PET**" community. The Recreation Area does not include condominium property and its parking areas or common grounds. Our residents also have use of the Kings Point buses. The buses serve the community, the immediate surrounding areas and shopping centers. To assure that residents and their guests have exclusive access to all recreation facilities, a Kings Point ID is necessary. The ID cards are issued in the **ID Office located in the Administration Building.**

PLEASE READ CAREFULLY BEFORE SIGNING!!!!

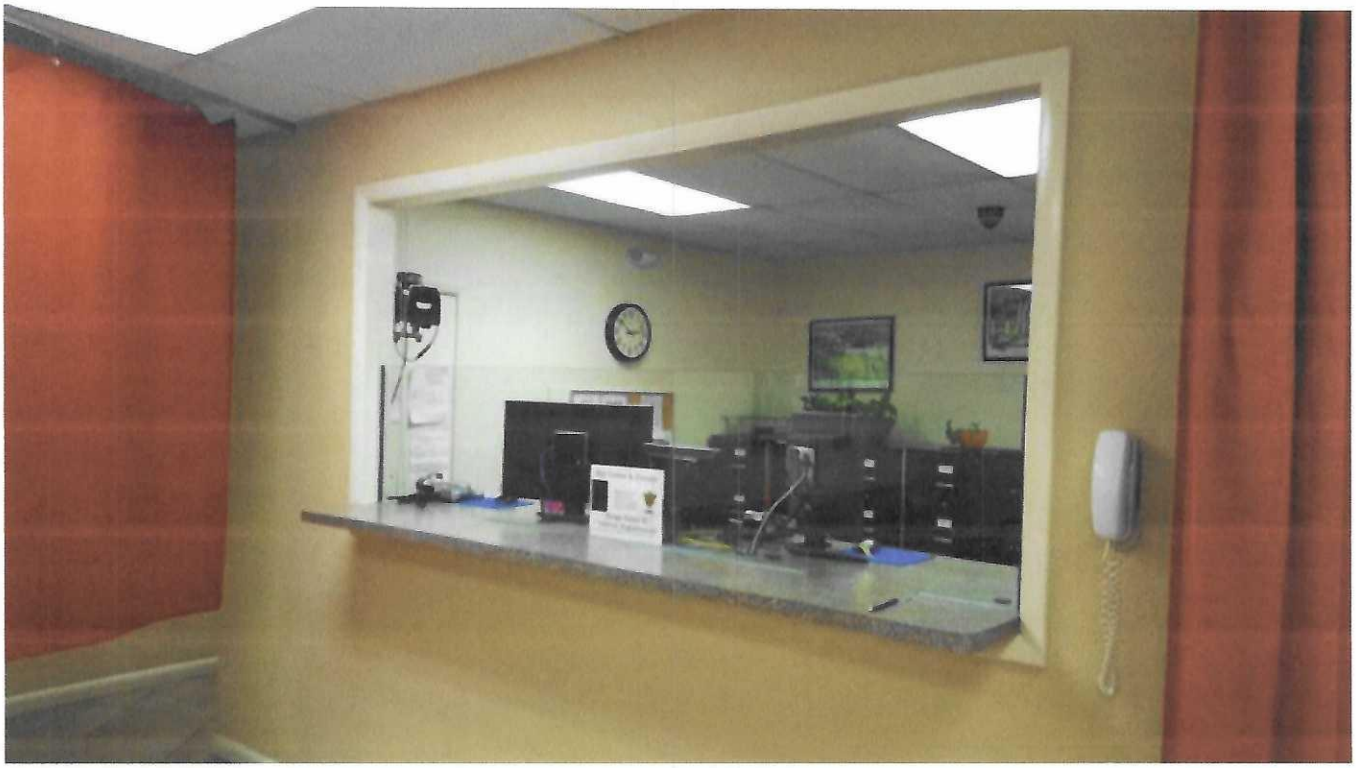
*Signature: _____ *Signature: _____
Seller/Owner Buyer/Tenant

****Effective June 1, 2022****

Note: **Capital Contribution & Processing Fee** of $1,800.00 *payable* to: **Kings Point Recreation Corporation, Inc.,** the Not For Profit Corporation organized under Florida Statute 617, authorized to manage the Recreation Facilities, **must be submitted** with application for purchase.

7000 West Atlantic Avenue, Delray Beach, FL. 33446-1699, Telephone 561-499-3335

KINGS POINT ID OFFICE - ADMINISTRATION BUILDING



To assure that Kings Point residents have exclusive access to all recreation facilities, a **Kings Point ID** is necessary for admittance. You will be required to show your ID card for entrance to the clubhouses, purchasing guests passes and show tickets, signing up for classes, for use of the Kings Point buses, pools and golf courses. Guests must also have an appropriate Guest ID card, Guest pass or be accompanied by a resident who is in possession of a Single Resident ID card.

GUEST ID CARDS Residents must accompany their guests to the ID Office. The guest must be prepared to present photo identification showing an address of at least 50 miles away from Kings Point. Guests under the age of 18 will not be issued Guest ID cards as no children are permitted in the clubhouses. Proof of age may also be requested before issuance of a Guest ID card.

RESIDENT ID CARDS To issue Resident ID cards to a new owner(s), the ID Office must receive the following:

- A copy of the "Certificate of Approval" from the association's management company approved by an association officer and sealed with the condominium association's seal.
- The previous owner's Resident ID card(s).
- If the previous owner's ID card(s) cannot be located, a fee must be paid before issuing new ID cards.
- The first I.D. card purchased for a resident/lessee must be issued to an individual fifty five years of age or older.
- Maximum of two (2) Resident ID cards will be issued per unit.

LESSEE ID CARD To issue Lessee ID cards to a new lessee(s), the ID Office must receive the following:

- A rental application from the association's management company approved by an association officer and sealed with the condominium association's seal and a copy of
- the lease agreement.
- The names of all lessees must appear on the lease agreement and the rental application.
- All other ID cards issued for the unit must be turned in to the ID office before the Lessee ID card(s) can be issued.
- The unit owner's Resident ID card(s) will not be issued until the expiration of the current lease. No Exceptions.
- Because Lessee ID cards have an expiration date printed on them, a lease extension is treated the same as a new lease, therefore, all of the above steps must be followed.

BARCODES: The entrance gates at Normandy and at Sims Road are Resident Only gates. A bar code is needed to enter the community though these gates. They are both available at the ID Office. In order to purchase a Bar Code, a Resident must bring to the ID Office their:

- Kings Point ID
- Car registration

The car must be on site in order for one of our staff members to affix the barcode to the vehicle.

DISCLOSURE AND AUTHORIZATION FOR CONSUMER REPORTS

In connection with my application for occupancy for a dwelling and or Residential with FLANDERS D ASSOCIATION, INC., I understand consumer reports will be requested by you ("Company"). These reports may include, as allowed by law, the following types of information, as applicable: names and dates of previous employers, reason for termination of employment, work experience, reasons for termination of tenancy, former landlords, education, accidents, licensure, credit, etc. I further understand that such reports may contain public record information such as, but not limited to: my driving record, workers' compensation claims, judgments, bankruptcy proceedings, evictions, criminal records, etc., from federal, state, and other agencies that maintain such records.

In addition, investigative consumer reports (gathered from personal interviews, as applicable, with former employers or landlords, past or current neighbors and associates of mine, etc.) to gather information regarding my work or tenant performance, character, general reputation and personal characteristics, and mode of living (lifestyle) may be obtained.

This authorization is conditioned upon the following representations of my rights:

I understand that I have the right to make a request to the consumer reporting agency: **United Screening Services, Corp.**(name) ("Agency"), **P.O. Box 55-9046, Miami, FL. 33255-9046** (address), telephone number **(305) 774-1711 or (800) 731-2139**, upon proper identification, to obtain copies of any reports furnished to Company by the Agency and to request the nature and substance of **all information** in its files on me at the time of my request, including the sources of information, and the Agency, on Company's behalf, will provide a complete and accurate disclosure of the nature and scope of the investigation covered by any investigative consumer report(s). The Agency will also disclose the recipients of any such reports on me which the Agency has previously furnished within the two year period for employment requests, and one year for other purposes preceding my request (California three years). I hereby consent to Company obtaining the above information from the Agency. I understand that I can dispute, at any time, any information that is inaccurate in any type of report with the Agency. I may view the Agency's privacy policy at their website: **www.unitedscreening.com**.

I understand that if the Company is located in California, Minnesota or Oklahoma, that I have the right to request a copy of any report Company receives on me at the time the report is provided to Company. By checking the following box, I request a copy of all such reports be sent to me. Check here: ☐

As a California applicant, I understand that I have the right under Section 1786.22 of the California Civil Code to contact the Agency during reasonable hours (9:00 a.m. to 5:00 p.m. (PTZ) Monday through Friday) to obtain all information in Agency's file for my review. I may obtain such information as follows: 1) In person at the Agency's offices, which address is listed above. I can have someone accompany me to the Agency's offices. Agency may require this third party to present reasonable identification. I may be required at the time of such visit to sign an authorization for the Agency to disclose to or discuss Agency's information with this third party; 2) By certified mail, if I have previously provided identification in a written request that my file be sent to me or to a third party identified by me; 3) By telephone, if I have previously provided proper identification in writing to Agency; and 4) Agency has trained personnel to explain any information in my file to me and if the file contains any information that is coded, such will be explained to me.

Are you a service member as defined by s. 250.01, Florida Statutes? Yes ☐☐ No ☐☐

The term "service member" is defined by s.250.01, Florida Statute to include any person serving as a member of the United States Armed Forces on active duty or state active duty and all members of the Florida National Guard and United States Reserve Forces.

I understand that I have rights under the Fair Credit Reporting Act, and I acknowledge receipt of the Summary of Rights _____ (initials).

Printed Name: _____

Signature: _____

Date: _____

For identification purposes:

Social Security No.: _____ Date of Birth: _____

Driver's License No.: _____; State of Issue: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Phone Number: (_____) _____

EACH APPLICANT MUST COMPLETE A SEPARATE DISCLOSURE AND AUTHORIZATION FORM!

FLANDERS D ASSOCIATION, INC.
AMENDED AND RESTATED
CONDOMINIUM RULES & REGULATIONS

The Condominium Rules and Regulations shall apply to and be binding upon all Unit Owners, and tenants, and their families, guests, invitees, lessee and person(s) over whom they exercise control and supervision. Said Condominium Rules and Regulations are as follows:

1. The sidewalk, entrances, passages, elevators, lifts, if applicable, vestibules, stairways, corridors, halls, and all of the common elements must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises nor shall any carriages, velocipedes, bicycles, wagons, shopping carts, chairs, benches, tables or any other object of a similar type and nature be stored therein or thereon. Children shall not play or loiter in halls, stairways, elevators, lifts or other public areas.

2. The personal property of all unit owners shall be stored within their condominium units, or where applicable, in an assigned storage space. Personal property shall not be stored in any type of storage unit or upon a parking space or elsewhere on the common elements except for an assigned storage space.

3. Except as permitted by statute, as amended from time to time, nothing shall be hung or placed on or over balcony railings including but not limited to linens, clothes, clothing, curtains, rugs, mops or laundry of any kind, or other article nor may such articles be shaken or hung from any of the windows or doors, or exposed on any part of the common elements.

4. Fire exits shall not be obstructed in any manor, and the common element shall be kept free and clear of rubbish, debris, and other unsightly material.

5. No unit owner shall allow anything whatsoever to fall from the window, balcony or doors of the premise, nor shall he or she sweep or throw on the premises any dirt or other substance into any of the corridors, halls or

balconies, elevators, lift, ventilators or elsewhere in the building or upon the grounds.

6. Refuse and bagged garbage shall be deposited only in the area provided therefor. Any type of boxes, cardboard or otherwise may ONLY be put out on Monday, after 5:00 p.m. for a Tuesday pick-up. Everyone must recycle their plastic, glass and other recyclables consistent with accepted Recycling standards.

7. No Unit Owner shall store or leave boats or trailers on the Condominium property.

8. Employees of the Association or management company shall not be sent out of the building by any unit owner, tenant, or resident of the family members, guests and invitees of same, at any time for any purpose or reason. No unit owner at any time shall direct, supervise, or in any manner attempt to assert any control over the employees of the management company or Association.

9. No vehicle which cannot operate on its own power shall remain on the Condominium premises for more than twenty-four hours, and no repair of vehicles shall be made on the Condominium property except to charge or install a battery, replace a flat tire, or replace a broken windshield. Face forward parking is absolute.

10. The type, color and design of chairs and other items of furniture and furnishings that may be placed and used on any screened porch may be determined by the Board of Directors. A unit owner shall not place or use any item on the screened porch without the approval of the Board of Directors of the Association. Porches are not for boxes and storage.

11. No unit owner or tenant shall make or permit any disturbing noises in his or her Unit or in the Condominium Building by him or herself, his or her family, employees, agents, visitors and licenses, nor cause or permit to be caused any such noise by such persons that will interfere with the rights, comforts or convenience of the unit owners. No unit owner shall play upon or allow to be played upon, any musical instrument, or operate or allow to be

operated, a musical or electronic or acoustic device, including but not limited to televisions, radios, computers, smart phones, or sound amplifier, in his or her unit, in such a manner as to disturb, annoy or create a nuisance for other occupants of the Condominium Property. No unit owner, tenant or the family members, guests, invitees, or other occupants of any unit shall conduct or permit to be conducted, vocal or instrumental instruction which interferes with or can be heard from other Units in the Condominium Building, at any time.

In addition to the foregoing, no work, hammering or other construction noises (including but not limited to work by the owner or occupant of the Unit him/herself) or ANY such noise or sound is permitted outside the time period of Monday-Friday, 8:00 a.m. – 6:00 p.m. No weekends.

12. Radio, television, internet, satellite device installation and the wiring and equipment for same are (to the extent regulation is permitted under the Over The Air Reception Device Guidelines) prohibited from being installed on or affixed to, on, or over the Common Elements of the Condominium.

13. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in or upon any part of the Condominium Property, including but not limited to from the inside of any unit where it would be visible from the exterior or posted on or in a motor vehicle. (The foregoing does not apply to car badges installed by the manufacturer, license plate frames, bumper stickers on the rear bumper). Political signage is prohibited.

14. Holiday decorations for holidays in December may be placed on windows and doors (only) starting no earlier than the day after Thanksgiving. They must be removed at the end of the day on January 2nd, the following year. Owners become responsible for any repair or damage caused by any tape, or other method or device at the sole discretion of the Board of Directors.

15. No awning, canopy shutter or other projection shall be attached to or placed upon the outside walls or roof of the building.

16. No newspapers, foil, bedsheets or other items not commercially intended for use on windows may be used as a window covering.

17. The Association shall retain a working pass key or combination to all units. No unit owner, tenant, or occupant shall alter any lock or install a new lock without the written consent of the Board of Directors. Where such consent is given, the unit owner, tenant, or occupant shall provide the Association with an additional working key or pass code, pursuant to the right of access to the Unit.

18. No cooking or barbequing shall be permitted on any screened porch.

19. Complaints regarding the management of the Condominium shall be in writing and sent to the Board of Directors.

20. No flammable, combustible or explosive fluid, chemical or substance shall be kept in any unit, except such as are required for normal household use.

21. Payments of monthly assessment must be in the form of a check made payable to Flanders D Condominium Association, Inc. Payments of regular assessments are due on the 5th day of the month and shall be subject to late charges on the 10th of the month, as provided in the Declaration of Condominium. It is the sole responsibility of the unit owner to ensure that any payments are sent in for the correct amount as the budget may be adjusted from year to year.

22. Each unit owner (or tenant) who plans to be absent from his or her unit for more than a week during the hurricane season (June 1 through November 30 each year) must prepare his or her unit prior to departure by

    (a) removing all furniture, plants, and other objects from the screen porch prior to departure; and

    (b) designating a responsible firm or individual to care for his or her unit should the unit suffer any hurricane damage and furnishing the Association with the name of said firm or individual.

(c) Hurricane shutters may only be closed for an extended period of time, when a hurricane watch or warning has been declared by the appropriate governmental or quasi-governmental agency over the area in which Flanders D is located. The hurricane shutters may be closed for 72 hours prior to the expected landfall of the hurricane and must be opened within 72 hours of discontinuance of all hurricane or tropical storm watches or warnings for our area, weather permitting.

(d) Hurricane shutters must be:

(i) Code Compliant
(ii) Color: Tan or Beige
(iii) Style(s):Pre-Approved by the Board of Directors

23. Food and beverage may not be consumed outside of a unit except for such area and times designated by the Board of Directors of the Association.

24. No Bar-B-Q equipment can be placed or remain on the any balcony of any unit at any time.

25. Unit owners are responsible to clean their dryer vents annually, and are responsible for their safe upkeep.

26. Smoke Alarms: Palm Beach Fire Safety Code states that at least one (1) operable fire extinguisher, with a current certificate, and one (1) smoke detector on each floor of the family home, preferably outside each family bedroom, be present and in working condition.

27. Smoking on the Common Elements and Limited Common Elements (including but not limited to the balconies) of the Condominium except in areas designated by the Board of Directors from time to time is strictly prohibited. Smoking shall mean inhaling, exhaling, burning, carrying or possessing any lighted smoking materials, including but not limited to cigarettes, cigars, pipes, bongs and any other lighted smoking products or devices. The use of "electronic" or "vapor" cigarettes, cigars, pipes or similar

apparatus are likewise defined as "smoking" and likewise prohibited in the aforementioned areas.

Persons who wish to smoke, may do so in their own unit; however, they are responsible to purchase, at their own expense, air filters and other such equipment so the smoke cannot be determined to be present, inhaled or in any way smelled outside of that unit whatsoever. No ashtrays or other item used for collection of ashes may be at any time left outside of any unit on the common elements. Persons who wish to smoke outside, must do so past the island on Continental Blvd.

28. Use of the Walkways to enter and exit units is required. No person shall walk across the grass or any landscaped area to and/or from any Common Element or Parking lot. Stay off the grass!

29. Owners of Service Animals or Emotional Support Animals, to the extent not made impossible by the handicap or disability, are required to pick up any waste item from their animals. Waste must be placed in appropriate bags made for this purpose, and immediately discarded in dumpsters. Waste bags must never be left anywhere else on the Common Element.

30. Owners are responsible for their assigned parking space. The Association, through the Board of Directors, in its sole discretion will repair parking spots with oil, and owners will be immediately responsible for any and all costs associated with this repair. It is your responsibility to maintain your space in pristine condition.

31. Unit owners, tenants and other permanent residents of units shall park their vehicles in their assigned spaces. All vehicles must be registered with a governmental entity (proper plates and tags) in a manner that makes the vehicle legal to drive on the roads in our state. All vehicles must also be registered at Kings Point, with a Kings Point "sticker" affixed to the window. IDs are available from the ID office. Any vehicle that does not meet the foregoing requirements will be subject to being towed, solely at the expense of the vehicle's owner.

Any vehicle that is parked in a guest space may only remain for 48 hours. Any vehicle parked longer than 48 hours, without written approval from the Association, is subject to being towed at the owner's expense. No vehicle which cannot operate on its' own power may remain on the premises longer than 48 hours. No vehicle repair may take place on the property. No vehicles that are leaking oil may be parked on the condominium property

32. Unit owners, tenants, and other permanent residents are responsible to ensure that their guests, workman, invitees, and delivery people park properly in a Guest spots. Guests who do not display their visitor card or Kings Point sticker in a visible location are subject to being towed at their own expense. Owners understand and accept that vehicles not parked properly or that are parked in a Fire Lane with Yellow Lines, may be towed at the vehicle owner's expense.

33. A personal interview will be required for all prospective transferees, including but not limited to prospective purchasers, those inheriting the unit by devise or inheritance, those obtaining the unit by gift, unit occupants who are not the owner (whether such occupants are present at the time of the transfer or arrive later), and Guests staying more than 30 days. A personal interview is also required of all prospective renters and tenants (including those renewing an existing lease or rental agreement), including unit occupants who are not on the lease or rental agreement (whether such occupants are present at the time of the transfer or come later), and Guests staying more than 30 days.

34. Because of the liability of someone tripping, falling, and getting injured, no one may place a doormat outside of their unit door for any length of time for any purpose.

35. **Inspection of Official Records**

a) **RECORDS DEFINED**. The official records available for inspection and copying are those designated by the applicable law, as the same may be amended from time to time.

b) **PERSONS ENTITLED TO INSPECT OR COPY.** Every Unit Owner or the authorized representative of a Unit Owner, as designated in writing (hereinafter collectively referred to as "Unit Owner"), shall have the right to inspect or copy the official records pursuant to the following rules and Section 718.111(12), Florida Statutes, as the same may be amended from time to time. Tenants may only inspect the following official records: Bylaws and Rules (and any other record as the Florida legislature may determine from time to time)

c) **INSPECTION AND COPYING.**

i. A Unit Owner desiring to inspect the Association's official records shall submit a written request by hand delivery or by US Mail to the Association c/o Registered Agent: Wilson Landscaping & Management, 1300 NW 17th Avenue, Suite 270, Delray Beach, Florida 33445.

ii. **Requests sent via email will not be honored**.

iii. The request must state with particularity the official records requested, including pertinent dates or time periods. The request must be sufficiently detailed to allow the Association to retrieve the official records requested. However, the Association is under no obligation to retrieve any records requested and may, in the alternative, require the Unit Owner to inspect the official records as they are kept in the ordinary course of business. The Association may, to the extent permitted by law, offer the Unit Owner the option of making the records available electronically over the internet or on a computer screen, with records printed upon request. The Unit Owner may use a portable device capable of scanning, copying or photographing records in order to make copies. ANY OWNER WILLING TO REVIEW RECORDS ELECTRONICALLY VIA THE INTERNET OR IN ELECTRONIC FORMAT ON A COMPUTER SCREEN SHALL SO INDICATE IN THE WRITTEN REQUEST, FAILING WHICH, THE RECORDS WILL BE MADE AVAILABLE IN HARD COPY.

iv. Inspection or copying of records shall be limited to those records specifically requested in advance, in writing, subject to the exemptions provided for in the Condominium Act, as the same may be amended from time to time.

v. No Unit Owner may submit more than two (2) requests for records inspection and/or copying per calendar month.

vi. No Unit Owner may submit more than one request for inspection and/or copying of the same record in a thirty (30) day period.

vii. No Unit Owner may request the inspection of hard copy documents of more than twenty-five (25) records in any request, nor may any request require the Association to produce more than one thousand (1,000) pages of records at one time. If the Unit Owner's request exceeds either of these limitations, the Association may provide records for inspection in the order requested by the Unit Owner up to the limiting factor, and notify the Unit Owner that the other records will be made available for inspection at another inspection session upon receipt of another written request of the Unit Owner.

viii. An owner shall not be precluded from requesting records which were not produced because of the aforesaid limitations within thirty (30) days pursuant to sub-paragraph vi above. The foregoing limitation on the number of records and the number of pages available for inspection does not apply if the Unit Owner agrees to inspect the records electronically via the internet or in electronic format on a computer screen.

ix. All inspections of records shall be conducted at the Association's office, or management company office (wherever the records are maintained) unless the Association offers and the Unit Owner agrees to review the requested records over the internet, or at such other location designated by the Association to the extent

permitted by the Florida Condominium Act, as amended from time to time. No Unit Owner may remove original records from the location of the inspection. No alteration of the original records shall be allowed. Notwithstanding the foregoing, the Association may, at the option of the Board or the person responsible for producing the requested records, provide copies in digital form by electronic mail to the owner in the interest of convenience provided the owner acknowledges and accepts delivery of the requested records in such manner in lieu of producing original records.

x. The requested records shall be made available for inspection by the owner or his or her authorized representative on or before ten (10) working days subsequent to actual receipt by the Association of the written request for inspection. This time frame may be extended by written agreement of the Unit Owner. The Association shall notify the Unit Owner by telephone, in person, or in writing (or by electronic mail if the owner has notified the Association in advance in writing that electronic notification is permissible, that the records are available and shall attempt to make the records available at a mutually convenient time and date. The Association shall make the records available within ten (10) working days from the date notification is received in the manner outlined hereinabove. A "working day" is defined as Monday through Friday, excluding Federal and State holidays.

xi. Subject to the foregoing requirements, inspections shall be conducted between the hours of 9:00 a.m. and 12:00 p.m. on weekdays, so that the Association's Board members and Manager have adequate time within their regular work hours to discharge their other duties to the Association. If a Unit Owner is unable to review records during the prescribed hours, a mutually convenient time shall be arranged.

xii. If a Unit Owner desires to obtain a copy of any record, the Unit Owner shall identify the record desired during the inspection. The

Association shall not be obligated to copy portions of records. The requested copies will be made available within a reasonable time.

xiii. A Unit Owner shall pay twenty-five (25) cents per page for letter or legal sized copies, payable in cash or check at the time the copies are requested, prior to the copies being made on the Association's copier. The Association shall not be obligated to undertake the photocopying of any records until payment is received by the Association. The Association reserves the right not to accept personal checks from any owner who has previously submitted a check to the Association for any charge which has been returned due to insufficient funds. If the copies are made using a copy service, the Unit Owner will have to pay the estimated actual cost in advance.

d) **MANNER OF INSPECTION**

i. All persons inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the Association office or office where the records are otherwise inspected or copied. The Association office, or office of inspection, may assign one staff person to assist in or supervise the inspection.

ii. The Association shall maintain a log detailing:

1. The date of receipt of the written request for inspection
2. The name of the requesting party
3. The requested copies
4. The date the owner was notified of the availability of the records
5. The date the records were made available for inspection or copying
6. The date of actual inspection and copying

7. The signature of the Unit Owner acknowledging receipt of or access to the records. Every person inspecting or receiving copies of records shall sign said log or a comparable receipt prior to the inspection or receipt of copies.

36. **Written Inquiries**

a) An "inquiry" is defined as one question with no more than two (2) subparts, which specifically requests a written response from the Association.

b) An inquiry will be deemed received by the Association, on the next business day following the day on which a duly-authorized representative of the Association signed for the certified letter of inquiry to the Association addressed to the President of the Association, or the Association's Registered Agent, pursuant to the most recent online records of the Florida Secretary of State, Division of Corporations.

c) All responses of the Association shall be in writing, and shall be deemed effective when deposited in the United States Mail, postage pre-paid, to the address of the Unit Owner, per the Official Records of the Association, or the address contained on the document constituting the inquiry, including e-mail response, if chosen by the Association.

d) The Association is only obligated to respond to one written inquiry per Unit owned in any given 30-day period. The Association shall respond to each pending inquiry, as required by law. A Unit Owner's submission of more than one inquiry per Unit owned during a thirty (30) day period, or the inclusion of more than one inquiry in a single piece of correspondence, shall result in the Association only responding to the first inquiry received. In such a case, any additional inquiry or inquiries will be responded to in the subsequent thirty (30) day period, or periods, as applicable.

e) Unit Owners shall not be permitted to file more than one inquiry with the Association with respect to the same matter. If the Unit Owner is dissatisfied with the Association's substantive response, or disagrees with the response, that fact will not be sufficient to obligate the Association to engage in ongoing debate with the Unit Owner regarding the issue as to which a substantive answer has been given.

f) Should any Unit Owner inquiry involve privileges pertaining to pending or potential litigation, matters subject to the attorney-client or work product privilege, or matters which involve any other legally cognizable privilege, the Association shall not be obligated to provide a substantive response to the Unit Owner if such would result in a waiver or violation of any privilege.

g) Certified inquiries shall not be used to request inspection of the Official Records of the Association.

h) Any violation of these Rules shall be deemed a violation of a rule of the Association and shall subject the Unit Owner to all remedies provided by Florida Law and the governing documents with respect to same, including the levy of fines or suspension of common area use rights.

37. **Participation at meetings**

1. THE RIGHT TO SPEAK:

BOARD AND COMMITTEE MEETINGS

a. **Board and Committee Meetings Defined.**

1. "Meeting of the Board of Directors" is hereby defined as a quorum of Directors gathered to discuss official Association business.

2. "Meeting of a Committee" is hereby defined as a quorum of committee members gathered to discuss the official

business of the committee as set forth in the resolution creating the committee.

b. **Attendance at Board and Committee Meetings.**

Every Unit Owner shall have the right to attend Board of Director and Committee meetings except as may be provided by law. No person other than a Unit Owner may be permitted to attend such meetings, except for persons invited or permitted to attend by the Board or Committee.

c. **Participation at Meetings.**

1. Every Unit Owner shall have the right to participate in meetings of the Board of Directors, and Committees to the extent required and permissible under applicable law, subject to the following rules.

2. Statements by Unit Owners at meetings shall be restricted solely to agenda items. No other statements shall be permitted except as may be authorized by the chairperson of the Board or a Committee, in their sole discretion.

3. A Unit Owner may speak only once on each agenda item and the owner's statement may not exceed three (3) minutes. However, the chairperson, in his or her discretion, may permit additional time to allow a Unit Owner to conclude his or her thoughts. The chairperson of the meeting shall give the floor to any Unit Owner desiring to speak subsequent to the calling of the agenda item and prior to the vote of the Board or Committee upon the agenda item. After each owner has had an opportunity to speak, the chairperson shall announce that owner statements are concluded thereby ending owner discussion on that agenda item.

4. Unit Owners may not reserve any portion of their three (3) minutes for use on another topic or reserve any portion for use by another Unit Owner. If the Unit Owner does not use the entire three (3) minutes the remaining time is forfeited.

5. If a Unit Owner asks questions of the Board or an invited guest during his or her three (3) minutes, both the question and answer count against that time. Unit Owners may not take back their time and must permit the question to be answered.

6. Unit Owners may not make or second motions, may not participate in discussions after owner discussion is concluded on that subject, and may not vote.

7. Anyone speaking on behalf of a Unit Owner must have previously filed a Power of Attorney form with the Secretary of the Association at least twenty-four (24) hours prior to the start of the meeting. The Power of Attorney form must comply with Florida law, as amended from time to time, and must designate that individual as the Unit Owner's Attorney-in-Fact. Power of Attorney forms will not be accepted at the meeting. Attorneys-at-Law may not speak on behalf of Unit Owners at Board and Committee meetings nor do they have a right to be present at such meetings without the Board's authorization. The one exception is that Unit Owners may have legal counsel present at fining or grievance committee. During such fining or grievance committee meetings an Attorney-at-Law may speak on behalf of the Unit Owner.

UNIT OWNER MEETINGS

a. Unit Owner Meeting Defined. "Meeting of the Unit Owners" is defined as a quorum of Unit Owners gathered to discuss official Association business.

b. Unit Owners shall have the right to attend and speak at meetings subject to the following rules.

1. Except as otherwise permitted by the Condominium Act, as amended from time to time, statements by Unit Owners, at meetings shall be restricted solely to agenda items and other matters that may properly come before a Unit Owner meeting.

2. A Unit Owner will be permitted to speak only once on each agenda item, or any other topic properly before the membership, and the owner's statement shall not exceed three (3) minutes. However, the chairperson, in his or her discretion, may permit additional time to allow a Unit Owner to conclude his or her thoughts. The chairperson of the meeting shall open the floor to Unit Owner statements subsequent to the calling of the agenda item, and prior to the vote of the owners upon the agenda item. If no vote is required and the matter is just open for discussion, the discussion will commence after the calling of the agenda item.

3. Unit Owners may not reserve any portion of their three (3) minutes for use on another topic or reserve any portion for use by another Unit Owner. If the Unit Owner does not use the entire three (3) minutes the remaining time is forfeited.

4. If a Unit Owner asks questions of the Board or an invited guest or other Unit Owners during his or her three (3) minutes, both the question and answer count against that time. A Unit Owner may not take back his or her time and must permit the question to be answered.

5. Anyone speaking on behalf of a Unit Owner must have previously filed a Power of Attorney form with the

Secretary of the Association at least twenty-four (24) hours prior to the start of the meeting. The Power of Attorney form must comply with Florida law, as amended from time to time, and must designate that individual as the Unit Owner's Attorney-in-Fact. Power of Attorney forms will not be accepted at the meeting. Attorneys-at-Law may not speak on behalf of Unit Owners at Board and Committee meetings nor do they have a right to be present at such meetings without the Board's authorization. The one exception is that Unit Owners may have legal counsel present at fining or grievance committee. During such fining or grievance committee meetings an Attorney-at-Law may speak on behalf of the Unit Owner.

38. **Enforcement of Meeting Rules**

a. Ejection.

1. Any person not authorized by law to attend a meeting may be prohibited from attending the meeting or ejected therefrom.

2. Any Unit Owner who fails to comply with these rules shall be subject to ejection in the sole discretion of the chairman. The chairman shall give any non-complying person one warning regarding ejection and thereafter may call for immediate ejection of that person, and the removal of any of their equipment.

3. The chairman of the meeting may contact a law enforcement representative to remove such person.

b. Legal Action. The Board of Directors may take whatever action which is appropriate at law or in equity against any person who fails to comply with these rules.

39. **The right to video or audio tape**

a. Any Unit Owner may tape record or videotape meetings of the board of administration, committee meetings, or Unit Owner meetings, subject to the following restrictions:

1. The audio and video equipment and devices which owners are authorized to utilize at any such meeting must not produce distracting sound or light emissions.

2. Audio and video equipment shall be assembled and placed in position in advance of the commencement of the meeting in a location that is acceptable to the Board or the Committee.

3. Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording.

b. At least 24 hours advance written notice shall be given to the Board by any owner desiring to utilize any audio and/or video equipment to record a meeting.

c. Anyone videotaping or recording a meeting will not be permitted to move about the meeting room in order to facilitate the recording.

d. The Condominium Act only permits audio and/or video recording of meetings. Except as may be permitted by the Board of Directors from time to time, the use of live video and/or audio streaming of Board, committee, and members' meetings by Unit Owners or others permitted to attend such meetings, including but not limited to the use of Skype, Facetime, YouTube, Facebook or through the use of any other media or apps is **strictly prohibited**. The Association may fine violators up to $100 per incident and/or seek injunctive relief.

A fine not to exceed $100 per violation or $100 per day (up to 10 days for an ongoing violation) may be imposed by the Board of Directors, consistent with Section 718.303, Florida Statutes, for each violation.

Flanders D Association Inc.

I/We have thoroughly read and fully understand this Flanders D Association application packet and process, including but not limited to all items in the Condominium Rules & Regulations.

I/We fully, and completely understand and accept, that I/We are agreeing to be totally responsible in following all Rules & Regulations of the Association without exception.

Furthermore, I/We understand and accept that any violation of these Rules & Regulations may result in a fine not to exceed $100 per violation or $100 per day (up to 10 days for an ongoing violation) which I/We agree to pay within 10 business days.

Applicant Print Name: _____

Applicant Signature/Date: _____

Co-Applicant Print Name: _____

Co-Applicant Signature/Date: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____.

They are personally known to me: _____OR - Have

produced _____ as identification.

State of _____

County of _____

_____
Notary Public Signature

_____
Printed Name

_____
Certificate Number

_____
My Commission Expire

(SEAL)