



1300 NW 17th Ave. Suite 270
Delray Beach, FL 33445
(561)637-3402 Office (561)637-3407 Fax

Instructions for Resale Application – PELICAN POINTE ASSOCIATION, INC.

- 1) APPLICATION MUST BE SUBMITTED AT LEAST THIRTY (30) DAYS PRIOR TO CLOSING DATE.
- 2) **TWO (2) COMPLETE, SEPARATE SETS OF EVERYTHING LISTED BELOW MUST BE SUBMITTED.** (APPLICATION AND PURCHASE CONTRACT CONSTITUTES ONE SET.) **ONE SET OF THESE MUST BE THE ORIGINAL PAPERWORK.**
- 3) EACH PAGE MUST BE PROPERLY COMPLETED.
- 4) EACH APPLICATION MUST INCLUDE A PHOTO ID (ON 8 ½ X 11 PAPER) FOR **EACH** OWNER.
- 5) A \$150.00 NON-REFUNDABLE APPLICATION FEE **PER PERSON OR MARRIED COUPLE** IS REQUIRED ON ALL REALES. THE \$150.00 APPLICATION FEE MUST BE MADE PAYABLE TO THE: **PELICAN POINTE ASSOCIATION, INC.**
- 6) ALL THREE PERSONAL REFERENCE SHEETS **MUST BE COMPLETE, SIGNED, AND PART OF THE APPLICATION.**
- 7) **THE SHARED AMENITIES FOR PELICAN POINTE RESIDENTS ARE: THE GUARD GATE, WEST POOL AND TENNIS COURTS ONLY. THE PELICAN HARBOR FITNESS ROOM IS PART OF THE PELICAN HARBOR YACHT CLUB, OF WHICH PELICAN POINTE IS NOT A MEMBER.**
- 8) A PERSONAL INTERVIEW IS REQUIRED OF ALL APPLICANTS.

ALL MATERIALS MUST BE PROPERLY COMPLETED AND SUBMITTED TOGETHER OR THIS APPLICATION PACKET MAY NOT BE PROCESSED. OUR OFFICE WILL DO ITS BEST TO EXPEDITE ALL PAPERWORK IN A TIMELY FASHION. WE WOULD LIKE TO CONVEY TO YOU THAT MOST DELAYS ARE CAUSED BY INCOMPLETE PAPERWORK. PLEASE LOOK OVER THESE INSTRUCTIONS CAREFULLY. PLEASE CALL OUR OFFICE (561) 637-3402 WITH ANY QUESTIONS BEFORE SENDING COMPLETED PACKETS IN.

Wilson Landscaping & Management Corp.

1300 NW 17th Ave. Suite 270

Delray Beach, FL. 33445

Telephone (561)637-3402 Fax (561)637-3407

Resale Information Sheet

ASSOCIATION: _____ **UNIT #:** _____

Name of current Owner's: _____

Current Owner's Address: _____

City/ State/ Zip: _____

Current Owner's Phone Number: _____ Current Owner's Cell Number: _____

Name of Applicant: _____ SS#: _____ Age: _____

Co-Applicant: _____ SS#: _____ Age: _____

Applicant's Address: _____

City/ State / Zip: _____

Applicant's Phone: _____ Applicant's cell phone: _____

E-Mail Address: _____

Vehicle Information:

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

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

PLEASE LIST ALL OCCUPANT(S) WHO WILL RESIDE AT UNIT IF APPROVED

<i>Name</i>	<i>Relationship to Purchaser</i>	<i>Date of Birth</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____

PLEASE PROVIDE NAME AND ADDRESS OF WHERE TO SEND APPROVED CERTIFICATE OF APPROVAL:

Wilson Landscaping & Management Corp.

1300 NW 17th Ave. Suite 270

Delray Beach, FL 33445

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Purchaser(s) Agreement

In making this application to purchase unit noted on page one of this application, I/ we understand that acceptance of the application is conditioned on the approval of the Board of Directors.

- Agree that if the application is approved, to abide by all the Rules and Regulations, By-Laws and any and all restrictions of the association and any changes that may be imposed in future.
- Agree that the unit may not be occupied in my absence without the prior knowledge of the Board.
- PURCHASER(S), acknowledge receipt of a copy of the Condominium Documents and understand that the unit may not be sold or leased with out the approval of the Board. It is the buyer's responsibility to obtain Condominium Documents from current owner. They may be purchased from Wilson Management for \$100.00 if necessary.
- Have enclosed a check in the amount of \$150.00 **PER PERSON OR MARRIED COUPLE** payable to **PELICAN POINTE Association** as provided for by Florida Statutes and by the Condominium Documents.
- Understand that if any check paid by the Owner(s), and/or Purchaser(s), is returned unpaid, any approval granted will be voided.

Applicant's Signature

Date

Applicant's Signature

Date

Wilson Landscaping & Management Corp.

1300 NW 17th Ave. Suite 270

Delray Beach, FL 33445

Telephone (561)637-3402 Fax (561)637-3407

Request for Personal Reference

Association: _____

Unit: _____

Dear Sir/Madam:

_____ has listed you as a character reference in an application to purchase an apartment in the above referenced Condominium Association.

As part of the application process, we respectfully request any information you can give use regarding their character and integrity. Please respond by providing brief comments in the space provided below, as quickly as possible.

Failure to return immediately could result in unnecessary delays to the Applicant's closing and/or move in date. The Association requires a minimum of thirty (30) days to properly review, approve and submit approval prior to the actual move in and/or closing date.

Thank you in advance for your valuable assistance, and we assure you that your reply will be kept confidential.

CHARACTER:

INTEGRITY:

OTHER COMMENTS:

Signature

Date

Printed Name

Phone/Cell Number

Address

City, State, Zip Code

Wilson Landscaping & Management Corp.

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Delray Beach, FL. 33445

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OTHER COMMENTS:

Signature

Date

Printed Name

Phone/Cell Number

Address

City, State, Zip Code

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1300 NW 17th Ave. Suite 270

Delray Beach, FL. 33445

Telephone (561)637-3402 Fax (561)637-3407

Applicant(s) Information Sheet

Applicant's Name: _____

Association: _____ Unit # _____

If you are a seasonal applicant, please provide our office with your seasonal address and phone number:

Seasonal Address: _____

Local Phone: _____ Seasonal Phone: _____

PLEASE SPECIFY YOUR MAILING PREFERENCE:

_____ Please send all my mail to my local address at all times.

_____ Please send all my mail to my seasonal address at all times.

Please Note: It is the Unit Owners responsibility to let Wilson Management know of any changes as they occur in regards to the mailing address.

EMERGENCY CONTACT INFORMATION:

Name	Relationship	Phone	Keys: Yes or No

Please use the last column to indicate which of your emergency contact has your key to your home.

VOTING CERTIFICATE

(Designation of Voting Member)

We, the undersigned, being the owners of the property located at:

_____ (Association Name) _____ (Unit #)

Do hereby designate that _____
(insert name of designated voter)

is entitled to cast one (1) vote at the membership meetings of Condominium Association. Unless this certificate is terminated or suspended by written notice to the Board of Directors of the Association.

Dated this _____ day of _____, 20 _____

Applicant's Signature

Please Print Name

Applicant's Signature

Please Print Name

Applicant's Signature

Please Print Name

Applicant's Signature

Please Print Name

Note: This voting certificate is for the purpose of establishing who is authorized to cast the vote for any property owned by more than one person or owned by a corporation. It is not needed if only one (1) person owns a property. Please complete the voting certificate and return it as instructed in the cover page.

PELICAN POINTE CONDOMINIUM ASSOCIATION, INC.

c/o Wilson Landscaping & Management Corp.

1300 NW 17th Avenue, Suite 270

Delray Beach, Florida 33445

Phone (561) 637-3402 Fax (561) 637-3407

PET PERMISSION AGREEMENT

NAME OF ASSOCIATION _____

UNIT NUMBER _____ OWNER'S NAME _____

DOES THE PROSPECTIVE BUYER OR RENTER HAVE A DOG? _____ OR CAT? _____

IF SO HOW MANY? _____ WEIGHT _____ AGE OF DOG OR CAT _____

PET'S NAME _____ BREED _____

MALE FEMALE COLOR _____

IS THERE CERTIFICATION FROM A VETERINARIAN THAT ALL SHOTS ARE UP-TO-DATE _____

PELICAN POINTE ASSOCIATION RULES AND REGULATIONS STATE:

- 6) **Pets.** Unit owners are limited to two (2) domestic pets per household when approved by the Board of Directors. Renters must have Board approval for pets. Visitors are prohibited from having pets. A Pet Permission Agreement must be submitted by each homeowner/renter who will house a pet on the premises. Pets cannot exceed twenty (20) pounds at maturity. Pets must be under owner's control at all times. Nuisance and unhygienic pet activities are prohibited. All pet residues must be removed immediately from grounds and deposited in a securely fastened bag and deposited in the dumpsters. Owners that do not pick up after a pet will be subject to a service fee to have pet residues picked up.

Applicant's Signature

Date

Applicant's Signature

Date

STATE OF _____

COUNTY OF _____

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

(SEAL)

Notary Signature: _____
Type/Print Name: _____
Commission Number: _____
Commission Expires: _____

Pelican Pointe Association, Inc.

If you are purchasing a unit in Pelican Pointe Association, Inc. you need to be aware of the following Amendment that was made to their Declaration of Condominium in June of 2022.

Pelican Pointe Official Record Book 33629, Pages 1822-1823 state:

9. Assessments. The making and collection of assessments against apartment owners for common expenses shall be pursuant to the Bylaws and subject to the following provisions:

. . .

D. A "Capital Contribution" in the amount of Five Hundred Dollars (\$500.00), or such amount as the Board of Directors may determine from time to time, shall be paid to the Association upon any conveyance of title to or interest in a Unit within the Community by the recipient of such title or interest in a Unit and shall be a Special Assessment against the Unit, collectible in the same fashion as any other assessment as provided hereunder. "Conveyance of Title" shall be defined for the purposes of this Section as any transfer of any interest in a Unit, including, without limitation, by sale or gift. Provided, however, in the event title to passes to an immediate family member of the transferor and/or through inheritance and/or devise, the new owner/transferee shall be exempt from the Capital Contribution requirement set forth herein. The Capital Contribution shall be non-refundable and paid to the Association in addition to any other Regular or Special Assessment. The Capital Contribution provided for herein shall be received by the Association within ten (10) calendar days of closing on the sale of the Unit or completing the transfer of any interest in a Unit. The Capital Contribution need not be separated from nor held or applied differently than regular assessments. No refund of a Capital Contribution will be due from the Association on re-sale. This Section shall not apply to the acquisition of title to or interest in any Unit by the Association.

. . .

**** The Capital Contribution fee was raised to \$1,000 at a duly called Board Meeting on June 26, 2024 ****

I/We, the purchasers of _____ in Pelican Pointe have read and understood the above Amendment. I/We agree to pay the Capital Contribution fee of \$1,000.00 at closing. The check should be made payable to Pelican Pointe Association, Inc.

Signature

Date

Signature

Date

PELICAN HARBOR - GATE TRANSPONDER FORM

ONE FORM PER VEHICLE

*Current Vehicle Registration must be presented with completed form
Gate Transponders are \$40.00, check or money order only, made payable to Pelican Harbor*

Name: _____

Property Address: _____

Make _____ Model _____ Year _____ Color _____

License Plate # _____ State _____

OFFICE USE ONLY

DECAL# _____ BARCODE # _____

Are we are removing a registered vehicle from the system?

Provide the vehicle we are removing (Make / Model / Year / Color):

By signing, the applicant recognizes that the Association or Agent may investigate the information supplied by the owner of the vehicle and a full disclosure of pertinent facts may be made to the Association.

If the property is rented, the vehicle information on file will be for the renter (s). Once the lease has expired, the property owner(s) must notify the Association of new vehicle information.

I agree that once I am issued the decal and barcode it will be affixed to the vehicle by Management. The Pelican Harbor decal will be located on the inside lower driver front windshield. The gate barcode will be placed on the inside, top corner of the passenger windshield.

I acknowledge that I have received a copy of the Rules & Regulations and agree to comply with these rules and the governing documents of Pelican Harbor Homeowners Association. Should a dispute arise, I will be responsible for any legal fees awarded by the courts against me due to any dispute.

Signature _____ Date _____

Phone

Email

SECURITY/GATE ACCESS SET-UP INFORMATION

Name(s): _____

Owner: _____ OR Renter: _____

Closing Date: _____ (If applicable)

Lease Dates _____ (If applicable)

Email address _____ *This will be your user name

Telephone #1 _____

Telephone #2 _____

Telephone #3 _____

Vehicle #1 _____ Make and Color
_____ Model
_____ Year
_____ License Plate Number & State

Vehicle #2 _____ Make and Color
_____ Model
_____ Year
_____ License Plate Number & State

Please complete this form in its entirety so the gate access system can be properly set up for you. Once information is entered, you will receive an email for you to add guests to your list or make changes as needed.

**DISCLOSURE AND AUTHORIZATION
FOR CONSUMER REPORTS**

In connection with my application for occupancy for a dwelling and or Residential with PELICAN POINTE 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!!!

Pelican Pointe Association, Inc.
Emergency Contact and Mailing Information Form

In an effort to update our records, it is important that you complete and return this Emergency Contact and Mailing Information form. Occasionally, there is maintenance, security, or other problems that occur and it is imperative to contact an out of town owner or a local representative. Repair work can be hampered when unit owners/renters are away on vacation or living in another state. All information contained in this form will remain confidential and for use in Association emergencies only.

Unit Number: _____
Name of Owner(s): _____
Local Telephone Number: _____
Alternate Mailing Address: _____
City, State, and Zip: _____

E-mail Address: _____

Alternate Telephone Number: _____
Business Telephone Number: _____
Cell Telephone Number: _____

Vehicle Information: _____
Color _____ Make/Model _____ Year _____ License Plate Number _____

Vehicle Information: _____
Color _____ Make/Model _____ Year _____ License Plate Number _____

Who has key to your unit: _____
Phone number: _____

In case of emergency, please notify:
Name: _____
Address: _____
City, State, Zip: _____

E-Mail Address: _____

Telephone Number: _____
Cell Phone Number: _____

Date: _____ Submitted By: _____

Please return this form via US Mail, fax, or email to:

Wilson Landscaping & Management Corp.
1300 NW 17th Ave. Suite 270
Delray Beach, FL 33445
Fax: 561-637-3407
Email: tammy@wilsonmanagement.net

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RULES AND REGULATIONS

Note: These “Rules and Regulations” supersede the “Initial Rules and Regulations” in the By-Laws of Pelican Pointe Association, Inc.

- 1) **USE**: The lands of the condominium and all improvements constructed thereon shall be for residential use only and no portion of such lands or improvement shall be used for commercial purposes. No structures shall be constructed upon the lands other than apartment buildings or other structures intended for residential use and appurtenances thereto.
- 2) **OCCUPANCY**: Each unit shall be occupied by a “Single Family Unit” and its guests, exclusively as a residence. All leases must be processed through the management company. Minimum lease agreements must be for a period of two (2) months.
- 3) **NUMBER OF OCCUPANTS**: Only four (4) permanent occupants per unit are permitted. For anyone sharing an apartment with a lessee, it is required that the lessee be screened by the Association. Wilson Management and the Board of Directors should be notified of guests occupying your unit in your absence by completing the Guest Notification Form available from Wilson. Guests must adhere to all rules.
- 4) **EXTERIOR APPEARANCE**: No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed from any unit or common element. The area, including the entryway and under the stairs of the building, shall be kept free and clear of rubbish, debris, and other unsightly material. Items permitted are two bicycles per unit and one walker for each unit. No one shall keep chairs, tables, benches, or other articles upon any common element. Nothing shall be hung or displayed on the outside wall or light fixture of the apartment building and no awning, canopy, shade, window guard, ventilator fan, air conditioning device, radio or television antenna may be affixed to or placed upon the exterior walls or roof of any part thereof without prior written consent of the Association.
- 5) **PLANTS**: One (1) small plant three (3) feet high is permitted on the outside of both the upper and lower units as long as it is not blocking the fire extinguisher. No other items are permitted. This is a direct violation of the fire ordinance and would hinder access by the fire department in the event of an emergency.
- 6) **ALTERATIONS TO EXTERIOR APPEARANCE**: Unit owners are specifically cautioned that the right to make any addition, change, alteration, or decoration to the exterior appearance of any portion of an apartment building, including balconies appurtenant to apartments, stairs, and entrance ways, is subject to the provisions of the Declaration of Condominium, and must be approved in writing by the Associations ARC form. Owners who do not remove

INITIALS: _____

unauthorized items when notified by the property manager in writing will be subject to a service fee to have item removed or repairs needed.

Residents are permitted to add a single line of stepping stones to the back door of their patio or brick pavers (both at their expense) outside the patio door in keeping with the approved existing color, style and size located behind building 65. Residents must request prior approval by submitting an Architectural Request Form to the Board and to Wilson. Upon approval, they may proceed with the installation. In such cases where stones/pavers placed by Residents have to be removed in order to service, maintain, repair, or replace any underground infrastructure (i.e., sprinkler lines, water service lines, electrical conduits, storm sewers, sanitary sewers), the residents who installed the pavers/stones shall bear to cost to reinstall or replace them. Residents adding these stones or pavers are responsible for their maintenance and repair, including any subsequent damage to the grounds or building. All subsequent owners of a first-floor unit where stones/brick pavers were installed will be responsible for their maintenance and replacement as well as any damage resulting from them.

- 7) **PETS**: Unit owners are limited to two domestic pets per household when approved by the Board of Directors. Renters must have Board approval for pets. A Pet Permission Agreement must be submitted by each owner/renter who will house a pet on the premises. Pets cannot exceed twenty (20) pounds at maturity. Pets must be under owner's control and on a leash at all times. Nuisance and unhygienic pet activities are prohibited. All pet residues must be removed immediately from grounds and deposited in a securely fastened bag and deposited in the dumpsters. Owners that do not pick up after pet will be subject to a service fee to have pet residue picked up. Guests staying overnight with pets must adhere to the pet policy limiting pets to a total of no more than two (2) per unit and no more than twenty (20) pounds each, as well as picking up after pets. Support Animals are permitted with the proper documentation verified by the owner's Veterinarian.

Dog walking exclusion areas: Dogs will not be permitted to be walked within twenty (20) feet of any unit owner's patio.

- 8) **SIGNS**: No signs, including "For Sale" and "For Rent", may be displayed in any location on the property.
- 9) **SPEED LIMIT**: Observe a 15 MPH speed at all times. For safety, obey the stop sign at the exit to Pelican Pointe property and be extremely cautious of people walking, bike riders and dog walkers.

10) **PARKING**:

- Assigned parking spaces shall be used solely and exclusively for that purpose: automobile parking. Parking spaces shall be used for the purpose of parking four-wheeled motor vehicles originally manufactured as passenger cars.
- Light Duty Pick Up trucks with no commercial markings are permitted. The truck must fit within the height and footprint of your car port and meet the US DOT definition of light duty truck Class 1 and Class 2a, up to a maximum of 8500 lbs.
- All truck beds parked overnight must be empty.
- Commercial Vehicles are only allowed on property from 8 a.m. to 6 p.m. Vehicles found to be in violation are subject to being towed or resident fined.
- All vehicles must be currently licensed and registered to a Pelican Pointe resident/renter or guest.

INITIALS: _____

- All resident vehicles must have a Pelican Pointe parking sticker attached to the lower left corner of their windshield as well as a barcode obtained by the Pelican Harbor property manager to gain entrance through the Pelican Harbor electronic gate.
- Only an owner or an approved renter may obtain a parking sticker and a barcode.
- All resident vehicles must be on file with the Pelican Pointe and Pelican Harbor Management Companies
- Each condominium unit is assigned one reserved covered parking space. A second vehicle is to park in a guest parking space.
- Each condominium unit is allowed a maximum of two vehicles no matter how many licensed driving residents are in the unit.
- Residents should park their vehicle in their assigned covered carport as much as possible as to leave guest spaces open for guests or resident's second vehicle.
- Assigned carport parking space being used by another Pelican Pointe resident must have on file with the management company a letter from the owner that is assigned the space. The letter must state the user's name, address, Pelican Pointe parking sticker number and how long they are to be in that space.
- No street parking is allowed at any time. Any vehicles parked on the street overnight, that is, between the hours of 10 p.m. and 8 a.m., will be towed without notice at the owner's expense.
- No repairs of vehicles are allowed on Pelican Pointe property. Impaired vehicles must be fixed or removed within two days.
- Owner's vehicles are permitted to be covered with a car cover. Owner's vehicle must be in their assigned carport parking space when covered. Only car covers that are specifically manufactured as car covers will be permitted. Owner must maintain car cover, be in good condition and must fit securely on car. Car covers must be gray or tan in color, no logo or writing permitted. Car cover can only be secured as provided by car cover manufacturer, no bungee cords, rope, tape, or other materials permitted.
- No parking of any motorcycles, boats, trailers, campers, vans, recreational vehicles, or commercial vehicles is allowed overnight on Pelican Pointe property. "Commercial Markings" as used in these Rules and Regulations shall include any marking, sticker, lettering, text, sign, logo, symbol, advertisement and/or other similar item affixed to a vehicle which reflects the name and/or contact information for a commercial enterprise and/or business. If any decorative marking, sticker, logo and/or symbol affixed to a vehicle is larger than thirty-six (36) square inches, it shall be considered a "Commercial Marking" regardless of its content. In the event there is a dispute as to the classification of any vehicle as a "Commercial Vehicle" and/or a marking on a vehicle as a "Commercial Marking", the Board shall have the sole discretion to make the determination as to whether any vehicle violates these restrictions.
- For the purposes of this Rule, the term "Overnight" is considered any time between the hours of 10:00 p.m. and 8:00 a.m.
- *(The term "commercial vehicle" shall include automobiles, trucks, and vehicular equipment including station wagons, utility trucks and vans, which bear commercial markings that have some reference to any commercial undertaking or enterprise, or vehicles of more than eight (8) feet in height or any vehicle specifically outfitted to give the appearance of a vehicle for use in any commercial undertaking, i.e. ladder racks, tool boxes, etc.).*
- No parking of any motorcycles, boats, trailers, campers, vans, recreational vehicles, or commercial vehicles is allowed except for service and/or pickup/delivery to a resident.

- No storage of any type of motor vehicle is permitted. (*The term “storage” is defined as the parking of a vehicle on the premises, which is not driven off the premises nearly every day for a significant period of time*).
- The use of portable on-demand storage devices (PODS) are permitted on property in the course of moving into or out of a unit. A \$250.00 refundable deposit will be required up front before bringing a POD onto Pelican Pointe property and will be refunded barring no damage to the common element area. These devices must fit within the perimeter markings of one parking spot marked as “Guest” and may be on property no longer than five (5) days. This is notwithstanding any other rule.

11) **VISITOR PARKING:**

- All homeowners are responsible for ensuring that their guests comply with all rules and Regulations.
- Any homeowner with a guest parking on the property over the 24 hours must obtain a guest pass from guard gate.
- Guest pass must state building, unit, time of departure and telephone number of resident host.
- Above mentioned parking pass must be clearly visible on dash of guest’s vehicle at all times.
- Guest must park in a designated guest space. All guest spaces are those that are not in a covered carport, which are reserved for owners.
- Any parked vehicle left unattended without a permit over 48 hours can be immediately towed without prior notice or warning.
- Guest cannot store any vehicle on property. “Storage” is defined as the parking of a vehicle on the premises, which is not driven off the premises nearly every day.
- No “hop scotching,” that is, moving a vehicle to another parking space every forty-eight (48) hours in an effort to circumvent above rule.
- Guest may park in covered carport of host resident only if resident’s vehicle is not on property. Guest must have written permission on file with Pelican Pointe property manger; guest-parking sticker must be visible on dash at all times.

12) **PARKING RULE VIOLATIONS:**

- 1st Violation - WRITTEN WARNING TO RESIDENT OR STICKER ON VEHICLE
- 2nd Violation - TOW AT VEHICLE OWNER’S EXPENSE.

13) **COOKING:** No outside cooking or barbecuing is allowed on patio, balcony, terrace, and walkways or on common grounds of the Condominium. This is a direct violation of the fire ordinance and subject to a fine from the Fire Department.

14) **POOL RULES:** Pool rules are posted in the pool area.

15) **TRASH:** Trash must be disposed of in closed plastic bags to discourage rodents and other critters. All trash must be put into the appropriate dumpsters and not in or around the surrounding area. All boxes should be broken down and placed in either the small paper bin, or, if significantly larger, in the large bin. In the event that unit owners have oversized items, they are personally responsible for its removal from the Pelican Pointe premises. This removal may require hiring and overseeing a private removal service.

- 16) **DECORATIONS**: None of the common elements of the Condominium shall be decorated or furnished. A wreath may be hung on a hook over the door.
- 17) **NOISES**: No loud noises shall be permitted between the hours of 10 p.m. and 8 a.m. or at anytime that shall disrupt or annoy other occupants.

Florida State Rule #1207 which was implemented in 2018, states that “a sound barrier must be added above the first floor when a new floor is added”. This rule requires a minimum of ¼” of soundproofing material be placed under both carpet and new flooring which reduces noise being heard in the unit below.

This will further expand on the Nuisance Rule and would apply to all new flooring being installed. However, if a constant noise results in a nuisance charge, a resident can be fined \$2,000 for this violation. **Article 10.E of our Declaration requires that “All owners comply with all valid laws, zoning ordinances and regulations of any governmental bodies.”**

- 18) **SALES/LEASING**: No apartment owner may dispose of any apartment or any interest therein by sale or by lease without first obtaining written permission from the Board of Directors. No apartment shall be leased during the first twelve (12) months following the purchase of the unit. No apartment shall be rented more than one (1) time during any twelve (12) month period, unless the Board allows a hardship exception which may be death or relocation of the tenant. The minimum term of a lease shall be two months. Number of rentals allowed: Not more than twenty-three (23) of the apartments may be leased at any one time. Leasing will be approved on a “first come, first serve” basis. The owner must be in good standing with all fees paid in full before leasing their unit.
- Owners who lease their unit up to three months will be allowed to leave one registered vehicle in a guest space during that time. Owners who lease their unit for more than three months must remove their vehicle from the property during that time as a tenant assumes all privileges of the owner including parking in the assigned covered parking space.
 - The Association must approve by personally interviewing the prospective occupant. A copy of the purchase or lease agreement, a completed application for occupancy and a one-hundred fifty-dollar (\$150.00) check payable to PELICAN POINTE ASSOCIATION, must be furnished a minimum of two (2) weeks prior to the desired occupancy date. All forms can be obtained through the management company.
 - The people listed as the renters on a leased unit must be the resident of the unit. No sublease or third-party leases are permitted.
- 19) **COMPLAINTS**: Complaints must be made in writing to Wilson Management Company with a copy to the Board of Directors.
- 20) **AGENDA ITEMS**: The board will review one (1) unit owner’s written agenda proposal per month. If the board approves, the written proposal will be added to the next meeting agenda.
- 21) **CONSTRUCTION**: Construction/repairs may be conducted Monday through Friday from 8:00 a.m. to 6:00 p.m. Quiet work only (painting) may be conducted in a unit on Saturday and Sunday 9:00 a.m. to 5:00 p.m. An Architectural Request Form (ARC) must be completed and submitted to the Board of Directors for approval before any work can begin. This form can be downloaded from the Wilson Management web site under the

“Forms” link or can be obtained through Wilson Management’s office. Construction workers may unload and load their supplies and must park in a guest spot, not on the street. Residents must advise their contractors and construction workers that all discarded construction materials (cabinets, carpet, appliances, etc.) must be removed each day and properly disposed of; suggestion: the Delray Beach Recycling Facility, donations, or elsewhere. No construction materials are to be left on the property overnight or on the weekend. The common area should be kept free of debris at the end of the day.

Construction vehicles may not park on the street at any time, except for loading and unloading.

Florida State Rule #1207 which was implemented in 2018, states that “a sound barrier must be added above the first floor when a new floor is added”. This rule requires a minimum of 1/4” of soundproofing material be placed under both carpet and new flooring which reduces noise being heard in the unit below.

This will further expand on the Nuisance Rule and would apply to all new flooring being installed. However, if a constant noise results in a nuisance charge, a resident can be fined \$2,000 for this violation. **Article 10.E of our Declaration requires that “All owners comply with all valid laws, zoning ordinances and regulations of any governmental bodies.”**

****IT IS YOUR RESPONSIBILITY TO READ AND ABIDE BY THESE RULES*****

Received By: _____

Date: _____

INITIALS: _____