

*Instructions for submitting your Application for Occupancy*

## *The Embarcadero Condominium*

Every occupant, over the age of 18, who will not be on the lease or on the deed for the property must have a criminal background check conducted.

Please provide the following:

1. The fully completed and signed Application for Occupancy, Authorization Form, and Payment Authorization Form.
2. Answer the “arrest record” question with a yes or no, n/a is not acceptable, and your application may not be processed until that question is answered properly.
3. A copy of a driver’s license is required for each applicant.

If you are not from the United States or Canada, please provide a copy of your Visa and/or Passport and a driver’s license from your country.

4. A roommate or occupant application is for a roommate to reside with an owner in an owner occupied unit. All occupant applicants are required to attend a residency meeting as part of the Association's approval process. Residency meetings are held once per month and the in-person attendance of the occupant who will reside in the unit with the owner required before an approval is issued by the Association. The Association will not conduct these meetings via zoom or any other virtual attendance platform. Your attendance must be in-person.

The processing fee is \$50 per application. Payment can be made by Zelle or credit card. For Zelle use the email address: **acr.zelle@gmail.com**

The payment authorization form should NOT include your credit card number. You will receive a link via email to make your payment. If you do not see the email in your inbox, please check your junk mail/spam folder. You may also pay by phone after you’ve received a reply to your order.

You may choose one of the following delivery options:

1. Email your package to:

[CustomerService@AssociatedCreditReporting.Com](mailto:CustomerService@AssociatedCreditReporting.Com)

(Please put the association's name on the subject line!)

2. Fax to 954-543-9411

3. Hand deliver your application to our office. Please contact us to make an appointment first. No walk-ins are allowed. You may also FedEx your application or send by USPS but we recommend sending it registered so it can be tracked.

*Associated Credit Reporting, Inc.*

*7737 North University Drive, Suite 206*

*Tamarac, FL 33321*

Telephone: 954-543-9400

**READ FIRST:** Complete all questions and fill in all blanks. All information supplied is subject to verification. If any question is not answered/left blank, or answered falsely, this application may be returned, not processed, and/or not approved. Missing information will cause delays. Once submitted, order can be cancelled but your fee will not be refunded. Rev. 06/2014

**\*\* THIS APPLICATION IS FOR A SINGLE PERSON OR A MARRIED COUPLE ONLY! \*\***

### **APPLICATION FOR OCCUPANCY**

Association Name: Embarcadero Condominium

Purchase ☐ Lease ☐ Occupant ☐ Unit.# \_\_\_\_\_ Bldg.# \_\_\_\_\_ Address applied for: \_\_\_\_\_

**Applicant** \_\_\_\_\_ Date of Birth \_\_\_\_\_ Social Security # \_\_\_\_\_

Single ☐ Married ☐ Separated ☐ Divorced ☐ How Long? \_\_\_\_\_ Other legal or maiden name \_\_\_\_\_

Have you ever been convicted of a crime? \_\_\_\_\_ Date (s) \_\_\_\_\_ County/State Convicted in \_\_\_\_\_

Charge (s) \_\_\_\_\_

Applicant's Cell Number(s) \_\_\_\_\_ Applicant's Email Address \_\_\_\_\_

**Spouse** \_\_\_\_\_ Date of Birth \_\_\_\_\_ Social Security # \_\_\_\_\_

Other legal or maiden name \_\_\_\_\_ Have you ever been convicted of a crime? \_\_\_\_\_ Date (s) \_\_\_\_\_

County/State Convicted in \_\_\_\_\_ Charge (s) \_\_\_\_\_

Spouse's Cell Number(s) \_\_\_\_\_ Spouse's Email Address \_\_\_\_\_

No. of people who will occupy unit – Adults (over age 18) \_\_\_\_\_ Description of Pets \_\_\_\_\_

Names and ages of others who will occupy unit \_\_\_\_\_

In case of emergency notify \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

### **RESIDENCE HISTORY (Seven Years History Required)**

A. Present address \_\_\_\_\_ Phone \_\_\_\_\_  
(Include unit/apt number, city, state and zip code)

Apt. or Condo Name \_\_\_\_\_ Dates of Residency: From \_\_\_\_\_ to \_\_\_\_\_

B. Previous address \_\_\_\_\_  
(Include unit/apt number, city, state and zip code)

Apt. or Condo Name \_\_\_\_\_ Dates of Residency: From \_\_\_\_\_ to \_\_\_\_\_

C. Previous address \_\_\_\_\_  
(Include unit/apt number, city, state and zip code)

Apt. or Condo Name \_\_\_\_\_ Dates of Residency: From \_\_\_\_\_ to \_\_\_\_\_

Are you using a realtor? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes: Realtor's name \_\_\_\_\_

Email Address \_\_\_\_\_ Cellular Phone \_\_\_\_\_

Driver's License Number (Primary Applicant). \_\_\_\_\_ State Issued \_\_\_\_\_

Driver's License Number (Secondary Applicant) \_\_\_\_\_ State Issued \_\_\_\_\_

Make \_\_\_\_\_ Type \_\_\_\_\_ Year \_\_\_\_\_ License Plate No. \_\_\_\_\_

Make \_\_\_\_\_ Type \_\_\_\_\_ Year \_\_\_\_\_ License Plate No. \_\_\_\_\_

If this application is not legible or is not completely and accurately filled out, Associated Credit (and the Association) will not be liable or responsible for any inaccurate information in the investigation and related report (to the Association) caused by such omissions or illegibility.

By signing the applicant recognizes that the Association and Associated Credit will investigate the information supplied by the applicant, and a full disclosure of pertinent facts will be made to the Association. The investigation may be made of the applicant's character, general reputation, personal characteristics, credit standing, police arrest record and mode of living as applicable. This form is for the exclusive use of Associated Credit Reporting, Inc.

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_ Spouse's Signature \_\_\_\_\_ Date \_\_\_\_\_

## \*\*\*AUTHORIZATION FORM\*\*\*

I/We hereby authorize **Associated Credit Reporting, Inc.** to obtain data to verify any and all information they request with regards to my/our Application for Occupancy, specifically the verification of my criminal record history and/or any and all public record information.

I/We hereby waive any privileges I/we may have with respect to the said information in reference to its release to the aforesaid party. Information obtained for this report is to be released to the authorized party designated on the Application for Occupancy, for their exclusive use only. PLEASE INCLUDE COPY OF DRIVER'S LICENSE TO CONFIRM IDENTITY. If you do not have a driver's license, please include a copy of your Passport or current government issued identification card.

I/We acknowledge our rights as stated in the Fair Credit Report Act that I/we are entitled to a copy of the report upon proper written request and can dispute any inaccurate information for re-verification. I/We understand that Associated Credit Reporting, Inc. is not directly involved in the approval or denial of any applicant. The information received by Associated Credit Reporting, Inc. shall be held in strict confidence, protected as governed under the Fair Credit Reporting Act, and will never be released to any third party other than the designated recipient. I/We further understand that this is a non-refundable process.

By signing below, I/We further state the Application for Occupancy and Authorization Form were signed by me/us and was not originated with fraudulent intent by me/us or any other person and that the signature(s) below are my/our own proper legal signature. I/We certify (or declare) under penalty of perjury that I/We agree to the foregoing and; that all answers and information contained on the Application for Occupancy are true and correct and will hold Associated Credit Reporting, Inc. harmless from the result of the investigation.

(Applicant's Signature)

(Spouse's Signature)

(Applicant's Name Printed)

(Spouse's Name Printed)

(Date Signed)

(Date Signed)

## Payment Authorization

**I will be making my payment using the following method:**

- ☐ 1. **Zelle** – You may submit your payment through Zelle by adding us as a recipient using the email address: [acr.zelle@gmail.com](mailto:acr.zelle@gmail.com)
- ☐ 2. **Credit Card** – Credit Card payments are subject to a \$5 fee to offset the cost of this payment method.
- ☐ A. **Pay Online** – A link will be emailed to you.  
Email address to send invoice to: \_\_\_\_\_
- OR
- ☐ B. **Over the Phone** – After we have reviewed your application, we will call you to take your credit card information over the phone.

Once payment is made, we will automatically be notified and will begin processing your request. Please let us know if you have any questions or concerns.

I, \_\_\_\_\_, hereby authorize a one-time payment to Associated Credit Reporting, Inc. in the amount of \$\_\_\_\_\_, for the processing of my application.

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

NOTE: We do not store any credit card information; please do not include it on this form. As soon as the invoice has been paid, we will begin processing your request. Once the process has been started, you may cancel your request, but we cannot issue you a refund.

## RULES & REGULATIONS

Building No.: \_\_\_\_\_ Unit No.: \_\_\_\_\_ Parking Space: \_\_\_\_\_

The Rules and Regulations listed below cover conduct on the Embarcadero property. They are to be followed by all residents, owners and/or renters, family members, roommates and guests at all times.

Any violation of the Rules and Regulations and/or the Embarcadero Condominium Documents can subject the violator to fines up to and including \$100.00 for each offence, for each day the offense continues, to a maximum of \$1,000.00 per violation.

### SCREENING PROCEDURES FOR RESIDENCY

**S.1** A unit owner's monthly maintenance payments and/or special assessment monies must be paid and current, including any late fees owed. **NO APPLICATIONS, WHETHER FOR SALE OR LEASE, WILL BE CONSIDERED FOR UNITS WHICH ARE IN ARREARS.**

**S.2** Applications for residency are available online at <https://associatedcreditreporting.com/embarcadero> or by using the QR SCAN



**S.3** Residency interviews for purchase, lease, and occupancy are scheduled at least one-time per month. It can take up to 7 to 10 days for Associated Credit Reporting Service to process an application before it is reviewed by the Condominium Association. Residency interviews will be scheduled only after the Association reviews the Application, and background checks provided by Associated Credit Reporting Service.

- a) All Individuals moving into the unit must attend the same screening meeting.
- b) All children must attend with their parents if they will be living in the unit.
- c) Any pet must be brought in so that it can be weighed and photographed.
- d) Non-English speaking applicants must bring an interpreter at their own expense.

**S.4** The lease/purchase is not valid **UNTIL** approved by the Board of Directors. Move-in dates, lease commencements and/or purchase closings cannot begin before receipt of Board approval. Approvals are never provided at the Screening Meeting. As per our Condominium By-Laws, the Association has final approval for all applicants. Approved applicants will receive notice through the Board of Directors within 30 days of receipt of the fully completed application.

**S.5** The maximum number of permanent occupants permitted in a unit is 2 per bedroom. Additional guests exceeding a maximum of 2 per bedroom cannot stay for more than 30 days.

- a) Units in buildings 11, 17, 18, 27, 28, and 29 can have no more than 2 permanent residents including children.
- b) Two bedroom/one bath units can have no more than 4 permanent residents.
- c) Two bedroom/two bath units can have no more than 4 permanent residents.
- d) Three bedroom/two bath units can have no more than 6 permanent residents.

**S.6** NO ONE IS PERMITTED TO MOVE INTO AND/OR OCCUPY A UNIT PRIOR TO THE SCREENING PROCESS AND BE IN RECEIPT OF AN APPROVAL NOTIFICATION FROM THE BOARD OF DIRECTORS. MOVING IN PRIOR TO APPROVAL MAY RESULT IN, BUT NOT LIMITED TO, DENIAL, FINES AND/OR EVICTION.

**S.7** No more than two leases for an individual unit may commence in any twelve (12) month period. Only twelve (12) month leases are permitted.

**S.8** Lease renewals are also subject to Board approval. A new, duly signed copy of the lease renewal must be submitted to the Association. If the Board revokes an approval, the owner and their tenant(s) will be advised no less than thirty (30) days prior to the existing lease expiration date that it is not being renewed and the tenant must vacate.

**S.9** Only the signature of the unit owner(s) and the applicant(s)/purchaser(s) is valid and legally binding on the sales contract and/or lease.

**S.10** It is the Unit owners' responsibility to advise Association when tenant(s) move out.

**S.11** Neither the Screening Committee, Embarcadero Board of Directors, nor the property management company (if applicable) have, nor are they responsible for, apartment keys, mailbox keys, maintenance problems within a unit, repairs within a unit or getting utilities turned on. These are the unit owner's responsibility.

**S.12** It is the unit owner's responsibility to provide the screening procedures and necessary paper work to your realtor or rental agent.

**S.13** Questions regarding the screening procedures are to be addressed directly to the office by calling 954-772-2611 or by email to [manager@embarcaderocondo.com](mailto:manager@embarcaderocondo.com).

**S.14** No unit may be rented during the first twenty four (24) months of ownership. If a unit is under a valid lease upon its conveyance, upon the expiration of that lease, the unit may then not be leased for a twenty-four (24) month period. .

### **GENERAL INFORMATION**

**G.1** Children are their parents' responsibility. Please remind them not to ride bikes over planted areas, in between cars, on the sidewalks, or in and around the pool areas, not to ride skate boards on the curbing, or in or around the pool areas, not to climb trees, or jump the fence. Parents will be held responsible for damages. (See G.3).

**G.2** Maintenance to the inside of the unit If the owner's responsibility. Any hazard within your unit is the owner's responsibility.

**G.3** Repairs for damages to the property caused by a resident, resident's guest or residents pet will be repaired by the Association, the cost of which shall be collected as a special assessment against the unit owner.

**G.4** Our on-site maintenance personnel are only authorized for common element property work and are not permitted to work inside a unit unless authorized by the Board of Directors or the property management company.

**G.5** The rooftop portion of the A/C (compressor) is owned and maintained by the Association. Only the Association A/C service company is authorized to work on the rooftop units. If you are having cooling problems with the A/C contact the authorized A/C company to see if the rooftop compressor will be repaired by them. If it is not the compressor, but rather the air handler or motor inside your unit, it is your choice to have that A/C company do the repair, or you can call another licensed A/C contractor. Either way, the air handler/motor is the individual unit owner's responsibility and expense. NOTE: The Association will not reimburse a unit owner for repairs to the rooftop units.

**G.6** Any plumbing which serves, and is for the exclusive use of only one apartment is the unit owner's responsibility to repair. Any plumbing which serves more than one apartment is the responsibility of the Association. NOTE: Any unit owner who makes repairs to any plumbing which serves more than one apartment will not be reimbursed by the Association.

**G.7** In trying to maintain the security of the property, the full cooperation of all residents (adults and children) is needed to help keep trespassers off the property. Call the police when you see anyone climbing over the fence that surrounds the condominium. We have "No Trespassing" signs. Unannounced and unapproved visitors are trespassers and should be reported directly to the Police.

**G.8** A late fee of \$25 will be charged for monthly maintenance payments received after the 10th of the month. (Voted on by unit owners and passed at the Annual Meeting held in December 1996.)

**G.9** Fines for violations of the Embarcadero Rules & Regulations can be up to \$100 for each offense or for each day the offense continues up to a maximum of \$1,000 per violation. (Voted on by unit owners and passed at the Annual Meeting held In December 1996.)

**G.10** Repairs or replacements must be done by a certified, licensed and insured individual or vendor.

**G.11** Meeting notices are posted at the Clubhouse and at the Guard House. Everyone is invited to attend. The Rules and Regulations are available at the office.

## **GUARDS/PARKING**

**GP.1** Maximum speed limit within the Embarcadero is 10 miles per hour.

**GP.2** All residents must have a parking decal. Parking decals are available through the property manager. Contact 954-776-2611 or email [manager@embarcaderocondo.com](mailto:manager@embarcaderocondo.com).

**GP.3** Vehicles not permitted on the property at any time include: RV's, trailers, boats, motorcycles, campers, raised vehicles of any type, or vehicles with oversized tires. Unusual or mechanically modified vehicles must be approved by the Board of Directors. '

**GP.4** Non-passenger vehicles are defined as vehicles such as, but not limited to, trucks, truck toppers, campers or panel vans (and may not be used for commercial purposes); vehicles with visible storage or carrying of equipment, ladders, tools, supplies or other stored items anywhere on, or in the vehicle, and vehicles with commercial lettering.

**GP.5** Any vehicle that cannot operate on its own power is not allowed to enter the property. You cannot have a car towed onto the property.

**GP.6** All vehicles must have a valid and current registration with a valid and current license plate properly affixed to the vehicle.

**GP.7** There is only one assigned parking space per unit

**GP.8** All parking must be head-in. No tail-end to the bumper parking is allowed.

**GP.9** Security will not accept packages, hold keys or take messages. Loitering at the Guard House is not permitted. The telephone at the Guard House is for the sole use of the guards.

**GP.10** Parking is permitted only in your own reserved space or in a designated guest space. A vehicle may be towed, with or without warning, for any of the following parking violations (a fine from the Association may also be incurred):

- a) parking in a reserved space not assigned to your unit;
- b) parking in front of the dumpsters
- c) parking in the fire lanes
- d) parking in any posted "NO PARKING" area
- e) Non-passenger vehicles on the property after 6:00 p.m.
- f) vehicles without tags or vehicles with expired tags
- g) non-operational vehicles
- h) vehicles being "stored" in a parking space.

**GP.11** Move-in's and/or deliveries must be completed by 6:00 p.m. If not completed by 6:00 p.m., the vehicle must be removed from the property and the move-in or delivery can resume the following day. To ensure a minimum of noise and interruptions to the community, interior remodeling, interior repairs and move-ins, the following schedule must be adhered to: Monday through Saturday from 8:00 a.m. to 6:00 p.m. Sunday and holidays from 10:00 a.m. to 5:00 p.m.

**GP.12** It is the unit owners/resident's responsibility to call or text their guests in to the Guard Gate in advance (954) 776-2611. Please advise your family and friends to let you know when they are coming so that you may call them in. This will alleviate traffic problems at the gate, particularly during peak hours.

**GP.13** Guests are issued a one day guest parking pass which shows the date and the unit being visited. The pass is to be displayed face up on the dashboard.

**GP.14** 30-day parking passes are available at the office. These passes are issued to guests of an owner or lessee in residence. The pass cannot exceed 30 days and are non-renewable. Anyone staying for more than 30 days MUST apply for residency. 30-day passes are not intended to be used for moving someone in while waiting to be screened. Doing so may result in denial, fines and possible eviction.

**GP.15** The guards serve to control traffic in and out of the Embarcadero. They are not present to provide protection to you or your property and you should not rely on their presence for security. You are accountable for attending to your own security needs.

**GP.16** Electric and hybrid motor vehicles may not be charged by running electrical wire or extension cords over common area grounds. This practice creates additional hazards and risks and is not permitted by our insurance carrier.

## AMINALS/PETS

- A.1** Maximum one pet per unit whose weight does not, and will not, exceed 20 pounds when fully grown. The only animal types permitted on the property are: cat, dog, bird, and tropical fish.
- A.2** Each pet owner must pick up and properly dispose of all waste matter deposited by their pet. Your pet **MUST** be leashed and walked in the walking areas. The designated pet areas are along the fences on the north and south sides of the property. As of July 1987, the City of Oakland Park implemented a "Pooper Scooper" law requiring each pet owner (or walker) to clean up after their pet. Violators should also be reported directly to the Oakland Park Police.
- A.3** Each animal on the condominium property shall be kept under the care, custody and control of its owner at all times.
- A.4** Excessive barking or other noises from your pet is a nuisance to your neighbors. No pet may be left unattended on the screened porch/patio. Each pet owner is responsible for their animal and will be held accountable for damages caused by the pet (See also G.3)
- A.5** No pet food, including bird feeders, is to be left outside on the common elements. This attracts other animals onto the property (i.e., rodents).
- A.6** Pets and animals are not permitted in either pool area at any time.
- A.7** Guests are **NOT** permitted to bring their pet(s) onto the property. Only residents with an approved pet are allowed on the property.
- A.8** Stray and/or unleashed cats and dogs will be reported to the Humane Society or Broward County Animal Control.

## DUMPSTERS

- D.1** The dumpsters are strictly for bagged household trash. Trash is to be disposed of in tied plastic bags and put in the dumpster. Do not throw garbage over the wall or leave it on the ground inside the dumpster area. Parents are responsible if their child disposes trash inappropriately and will be fined.
- D.2** Bulk items being discarded need to be put in the fenced "Bulk" area near building 12. If the bulk trash is full do not place items in the dumpster or outside the fenced in area. Make arrangements to have your bulk items removed by a third-party or store items in your unit until the bulk trash is emptied. Follow rules for bulk trash disposal as shown on the bulk trash gate.
- D.3** Boxes must be broken down flat before being put in the recycling, or dumpster.
- D.4** Recycle containers are located at every dumpster. Absolutely no garbage is to be put in the recycle containers.

## POOL/PATIOS

- P.1** Pool hours are from dawn to dusk. City of Oakland Park Noise Ordinance is from 11:00 p.m. to 7:00 a.m. Report excessive noise, loitering, or other disturbances directly to the Police.
- P.2** No glass items are permitted in the pool or the pool area. Beverages are permitted in the pool area but only in plastic containers or cans. Absolutely no beverages or food are permitted in the pool.
- P.3** Use the shower before entering the pool, especially when using suntan lotions and oils. Cover pool furniture with a towel.
- P.4** Rollerblading, roller-skating, skateboarding or bicycle riding are not permitted in the pool area.
- P.5** Wearing of diapers is not permitted in the pool(s).
- P.6** Radios with earphones/headsets only are permitted in the pool areas.
- P.7** Smokers should use ashtrays at the pools in designated smoking areas. (Please, no glass.)

### **Patio Surface Area**

**Refer Resolution passed for additional information regarding "Grandfathered" Patios passed on August 19, 2013 and recorded with the county on August 23, 2013 resolution is viewable on the Association's website.**

**P.8** All patio surfaces should be free of tripping hazards, including but not limited to, loose pavers, dips or low areas on surface itself, ruts, etc.

**P.9** All patio surfaces are to be flush with ground level; no surrounding border or barrier to the actual patio ground surface. This does not include landscaping to help create privacy on or around the patio itself.

**P10** No fencing of any kind around patio ground surface.

### **Approved Items on Patio Surface**

**Refer Resolution passed for additional information regarding "Grandfathered" Patios passed on August 19, 2013 and recorded with the county on August 23, 2013 resolution is viewable on the Association's website.**

**P11** Patio furniture is only permitted on grandfathered exterior patios.

**P.12** Planters are not permitted on patios or common grounds.

**P.13** No personal and/or household items to be left out on patio when not in use. This includes, but is not limited to, children's toys, household items (mops, clothing, household furniture, etc.)

### **FITNESS CENTER/CLUBHOUSE**

**F.1** The Fitness Center is available for use by adult residents only. No one under eighteen (18) years of age is permitted in the Fitness Center. There is a \$100 key deposit, which is refunded when the key is returned. Applications are available at the Guard House and must be submitted with a \$100 money order payable to the Embarcadero Condominium. Applications can be deposited at the secure mail slot located at the side entrance to the Club House.

**F.2** Turn off the lights and make sure the door is shut and locked when leaving the Fitness Center.

**F.3** Do not provide access to anyone to the Fitness Center who does not have a key.

**F.4** No smoking or eating is permitted in the Fitness Center. Clean up after yourselves. The Fitness Center is not to be used for parties. Rules are posted in the Fitness Center door.

**F.5** Hours of the Fitness Center are posted on the Fitness Center door.

**F.6** The Clubhouse is available to all resident to use for private parties. There is a refrigerator, tables and chairs. Reservation forms are available at the Guard House.

There is a \$200 security deposit which is refundable after the member's private use of the facilities, assuming the room has been cleaned and there are no damages. Any damages caused shall be repaired by the Association, the cost of which will be collected as a special assessment against the unit owner. The Association is entitled to recover, through lien and foreclosure against the unit owner's unit, any additional monies which may be required to repair the damage to the Clubhouse from a member's private use.

### **LAUNDRY**

**L.1** The laundry has 12 washers and 10 dryers. The prices are on the machines.

**L.2** Any problems with the machines should be reported directly to the laundry service company. Their phone number is posted on the machines. Laundry room doors must be kept closed at all times.

### **COMMON ELEMENTS**

**C.1** The condominium unit shall be used for, and as a single family residence only. No trade, business, professional or other type of commercial activity may be conducted in, or from, any unit

**C.2** No resident or guest may change any furniture or equipment or remove it from the common elements.

**C.3** No resident or guest shall play or operate a radio, stereo, CD system, TV or musical instrument in a manner that will disturb or annoy other residents, either from their unit or in a vehicle. This rule applies 24 hours a day, 7 days a week. The City of Oakland Park has a Noise Ordinance for excessive noise after 11:00 p.m. Report the violator(s) directly to the Police.

- C.4** Embarcadero is a "No Trespassing" community. Unannounced and non-approved visitors, as well as solicitors, are Trespassers, and will be reported to the Police.
- C.5** Under no circumstances are residents permitted to use a window treatment other than draperies, vertical blinds, mini blinds or shades. The Association's approved window and patio door covering color is solid white or beige for the side exposed to the exterior. All window treatments must be in place prior to occupancy. Window treatments must always remain in good repair.
- C.6** Window tinting, glass enclosures of the screened patio and/or hurricane shutters **MUST** be approved by the Board of Directors PRIOR to Installation. A sample must be shown to the Board before approval can be made.
- C.7** Floor covering other than carpet (such as tile, etc.) **MUST FIRST BE APPROVED** by the Board of Directors **PRIOR** to installation. This applies to both inside the unit and the back patio which is a limited common element. Units on the 2nd floor, with floor covering other than carpet, **MUST** also include soundproof padding. It is also suggested and required that you place throw rugs and padding on the bottom of furniture legs to minimize the noise to the 1floor residents.
- C.8** Residents are not permitted to attach, and/or display anything on the exterior doors, walls, balconies, entryways, windows and roofs. Wreaths or similar are permitted on doors provided an over door top wreath hangar is used.
- C.9** No signs, advertisements, notices or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of the condominium property or the resident's vehicles. There shall be no visible storage on, or in vehicles.
- C.10** The screened first floor patio or second floor balcony enclosure is not intended for storage. They must be maintained in a neat and tidy fashion. The Board of Directors through its employees may require owners who are using these areas for storage or unit owners who do not keep these areas neat and tidy to install approved screen coverings such as shades, blinds, or outdoor curtains.
- C.11** Shades, blinds, or outdoor curtains on the screened-in patios or balcony must be white or beige and must fit across the entire screened area including screen doors where applicable and must be approved by the Board of Directors. No other coverings are permitted on the screened-in patio or balcony.
- C.12** Absolutely no storage in front of the entry areas of the units, including the front and rear staircases. This includes the stairs which would block access to the fire extinguishers. Any items found on the common element property will be removed and discarded. The Association shall not be held responsible for the replacement of same. All personal property must be stored within the unit. Nothing may be kept on walkways, entryways, or stairwells with the exception of walkers or devices used to assist residents with mobility issues provided they do not block egress for other unit owners. This is a fire safety precaution. The Oakland Park Fire Marshall says no one is permitted to block access to the fire extinguishers or entry to the back end of a unit.
- C.13** Absolutely no storage in the attic, crawl spaces or meter rooms. Any items found on the common element property will be removed and discarded. The Association shall not be held responsible for the replacement of same.
- C.14** Absolutely no car washing or car repairs are permitted on the property. This also means no oil changes.
- C.15** No flammable, combustible or explosive fluid, chemical or substances shall be kept on any unit or limited common element assigned thereto except for normal household use. Pursuant to South Florida Building Code, gas grills are **NOT PERMITTED** in condominium or apartment complexes. Electric grills are permitted on the enclosed patio or balcony.
- C.16** In the event of a power outage, generators are permitted. They must be outside the screened-in patio and must be at least 10 feet from any building. The generators must be turned off by 10:00 p.m. and not put on before 7:00 a.m.
- C.17** Rollerblades, skateboards or bikes are not to be used along any walkway, in either of the pool areas, over planted areas, on the curbing or in between cars.
- C.18** No ball playing of any type is permitted anywhere on the premises.
- C.19** Each resident who plans to be absent from their unit during hurricane season must prepare their unit prior to departure. This includes, but is not limited to, removing all items from the back patio/balcony, designate a responsible firm or individual to care for the unit should it suffer hurricane damage, etc.
- C.20** Hurricane shutters may only be closed during Hurricane Season when there is a storm coming **OR** during season when you are out of town. At all other times, the shutters **MUST** remain open.
- C.21** All residents shall, at all times, keep their units in a clean and sanitary condition and vermin free.

**C.22** Solicitation of business “For Sale” signs, etc. are not permitted at any time, either on a vehicle or on the unit (i.e., windows, doorknob, on the door, etc.)

**C.23** No owner/resident is permitted to subdivide the unit (i.e., putting up doors blocking off the kitchen and/or the living room).

**C.24** The Association is entitled to access a unit at reasonable times to ensure the protection of adjacent units and common elements.

**C.25** If the Association is fined due to a unit owner's violation of a City Ordinance, the Association will pass that fine on to the violator plus the unit owner will be fined by the Association for the rule violation.

**C.26** No one is permitted to interfere with the landscaping anywhere on the Embarcadero grounds by disturbing, putting in or removing of plants, shrubs or trees or other landscaping material without the prior approval of the Board of Directors, through the landscaping committee chairperson. This includes any landscaping surrounding or adjoining the patio areas of individual units. This includes decorative pots, hanging baskets, and lawn ornaments.

**C.27** The Association allows for seasonal holiday décor to be placed within the following guidelines, unless otherwise protected under Florida Statute 718.113.

- Halloween decorations may not be placed before October 1 and must be removed by November 5<sup>th</sup>.
- Thanksgiving decorations may not be placed before November 1 and must be removed by December 1. Christmas, Hanukkah, and Kwanza, etc. décor may not be placed before the day after Thanksgiving and must be removed by January 10<sup>th</sup>.
- Other seasonal religious and/or secular holiday decorations may be placed up to two weeks prior to the holiday and should be removed no later than two weeks after the holiday.
- Decorations may not be attached to the buildings, or any railings. Door wreaths are permitted if using an overdoor wreath hanger.

# THE EMBARCADERO CONDOMINIUM ASSOCIATION

## RULES & REGULATIONS

I am/We are in receipt of and have read and understand the Rules and Regulations of the Embarcadero Condominium Association as presented in the foregoing pages. I/We agree to follow and abide by these rules and be responsible for providing this information to family members, roommates, and guests.

I/We further understand that any violation of the Rules and Regulations and/or the Condominium Documents of the Embarcadero Condominium Association can subject to me/us to fines of \$100 for each offense, for each day offense continues, to a maximum of \$1,000.

In addition to the means for enforcement provided in the amendment, and pursuant to the Condominium Act, as it may be amended from time to time, the Association shall have the right to assess fines against a unit owner or unit owner's guests, relatives, lessees, in the manner provided herein. Such fine shall be recoverable by means of suit in a court of proper jurisdiction, the fees and costs of which shall be borne by the unit owner(s).

|                                  |                              |                                                       |
|----------------------------------|------------------------------|-------------------------------------------------------|
| <div></div> <div>Signature</div> | <div></div> <div>Print</div> | <div></div> <div>Owner/ Lessee</div> <div>Date</div>  |
| <div></div> <div>Signature</div> | <div></div> <div>Print</div> | <div></div> <div>Owner / Lessee</div> <div>Date</div> |
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