

WELCOME TO SABAL PINE SOUTH!

Nestled in a grove of picturesque palm trees, the community of Sabal Pine South consists of eight buildings (126 units) with a lovely outdoor pool & deck located adjacent to the clubhouse (located in building 3). The condominium complex was built between 1979-80 and enjoys views of a canal. Centrally located, shopping and restaurants are within a short drive from Sabal Pine South – so are recreational areas, such as Delray Oaks Natural Area (a few yards away) and area bike paths.



Pursuant to the governing documents of Sabal Pine South Association, Inc., the Association reserves the right to approve all residents. **ANY SALE, MORTGAGE OR LEASE WHICH IS NOT AUTHORIZED CAN BE MADE VOID.** In case of transfer of ownership title by gift, devise or inheritance, the continuance of ownership is subject to approval by the Association

Before you apply, read the attached Rules & Regulations and understand some general rules. Here are rules for applying”

- No pets are allowed. *Exception: small caged birds and Assistance Animals with the submission of requisite paperwork.*
- Total number of occupants for a 2BR unit is FIVE (5) individuals. Total number of occupants for a 1BR unit is THREE (3) individuals
- All units have one assigned parking spot. Secondary cars must be parked in designated Guest parking spaces in East (Entrance) Parking Lot. Availability is based on first-come, first-serve basis.
- Guest spots in front of each building are for short-term visitor ONLY. No overnight parking allowed.
- No commercial vehicles, boats, motorcycles or RV's are allowed. Pick-up trucks MUST be parked in the East (Entrance) Parking Lot. Violators will be towed at the vehicle owners' expense.
- All applicants (*buyer, tenant, new title holder*) must attend a screening orientation meeting before any Approval of Sale, Approval of Lease, or Approval of Title Transfer is issue as evidence of final approval by the Association. **It is the owner's responsibility for timely submissions to the Association – the Association will not be held responsible for granting approval is complete application is not received at least 10 business days from closing or lease commencement – each requiring Approval certificates to be issued.**
- It is mandatory for each unit owner to have on hand the governing documents of the Association which includes recorded copies of the Declaration, Bylaws, Articles of Incorporation with amendments. If you do not have a copy, you may obtain one – the cost is \$100.
- Per our governing documents, An owner MUST hold title for at least one year prior to leasing. Owner must be in good standing, no outstanding liens, fees or maintenance due in order for any application to be considered.
 - No lease shall be for less than four(4) months nor more than twelve (12) months and one (1) lease will be allowed in any twelve (12) consecutive month period is permitted.
 - Subleasing, transient leasing (i.e., Airbnb) and/or room-sharing is PROHIBITED
 - Leasing to family members requires advanced board approval.
 - No other occupants may take up residency other than those listed on Application.
 - A lease Application will be rejected, returned to the landlord, if a copy of the current City of Delray Beach Landlord Permit is not contained within packet. This includes leasing to family members.



SABAL PINE SOUTH

Note to Realtors: Please abide by these guidelines and make sure prospective buyers and renters understand the same.



INSTRUCTIONS FOR APPLYING

1. Fill out all forms included in this packet:

Fill out forms complete, including the Application and Census. After reading the Condominium Rules and Regulations, sign the affidavit stating that you will abide by this document.

2. Submit the Application

Submit the completed application to:

Sabal Pine South Association
2840 SW 22nd Avenue
Delray Beach FL 33445

Sabal Pine South Association reserves the right to a 10 - 20 business day processing time.

Items each adult over 18 (unless married) must provide:

- Application for Occupancy (3 pages)
- Background Authorization Form
- Color Copy of Photo ID (driver's license; passport, government ID) for each occupant
- Signed & notarized Affidavit
- Fully Completed Census (*relevant for the apartment*)
- Copy of Purchase/Sale Contract or Residential Lease
- Buyers must fill out & sign Signed Acknowledgement for Work Repairs
- Buyers must fill out & sign Voting Certificate if unit title is to be held by two or more persons, a trust or corporation.
- Lease package must include copy of current homeowner's insurance (HO6) held by landlord which covers liability and casualty insurance for the subject unit
- Lease package must include copy of current City of Delray Beach Landlord Permit – *failure to provide a valid permit will delay any review of the lease transaction or approval of tenant by the Board of Directors.*
- Money Order for \$150 per adult over 18 years of age (*for spouses, parents or dependent child, fee is \$150*) made out to Sabal Pine South Association should be included in application package submission.
- Mortgage questionnaire fee is \$250 fee for each processing request. Make checks payable to Sabal Pine South Association. No questionnaire will be processed until payment has been received and completed application has been submitted to association.
- Estoppel certificate request fee is \$250, unless expedited processing required. No certificates will be completed application has been submitted to association. No questionnaire will be processed until payment has been received and completed application has been submitted to association.
- Copies of the master insurance policy can be made by going to www.eoidirect.com

You will be notified when the completed application has been reviewed and the board has either approved or disapproved the proposed transaction (*sale or lease or title transfer*).

3. Attend a Screening Orientation Meeting

Screening Orientation meetings are held on a need-basis, based on availability of the committee member(s). Everyone [*buyer(s) or tenant(s)*] must attend a Screening Orientation Meeting **BEFORE** final Approval of Sale, Approval of Lease or Approval of Title Transfer is issued. Landlord/owner(s) or their realtors may be asked to attend with their buyers(s)/tenant(s).



APPLICATION FOR OCCUPANCY (Page 1)

Complete all questions. If any part of this application is left blank, it may be returned, not processed and not approved. (Please print clearly)

Today's Date: _____ (check one) Sale: New Lease Lease Renewal New Name on Deed
Unit No.: _____ Building: _____ Address of Unit: _____
Date of Occupancy: _____ Lease Term (if applicable): From _____ to _____

Current Owner (information must be supplied)

Owner's Name _____ Phone _____
Owner's Address _____ Email _____
Realtor _____ Phone _____ Email _____

If this is an application for sale, new lease or adding a name to a deed involving someone NOT related to the current owner(s), an application fee of \$150 per applicant (fee for married couples is \$150) made payable to Sabal Pine South Association and a color copy of each applicant's drivers license must accompany this application. Applications for lease renewal or adding a name to a deed involving someone related to the current owner does not require a fee.

Applicant 1 (Provide information for ALL names that will appear on deed or lease. Use another sheet if necessary)

Name _____ Social Security # _____
Date of Birth _____ Marital Status _____ Maiden Name _____
Present Address _____ How long? _____
Phone _____ Email _____
Occupation _____
Have you ever been convicted of a crime? ____ Yes ____ No
If yes, please explain _____
Current Employer _____ How Long? _____ Income \$ _____
Address _____ Phone _____ Email _____

Applicant 2 (Provide information for ALL names that will appear on deed or lease. Use another sheet if necessary)

Name _____ Social Security # _____
Date of Birth _____ Marital Status _____ Maiden Name _____
Present Address _____ How long? _____
Phone _____ Email _____
Occupation _____
Have you ever been convicted of a crime? ____ Yes ____ No
If yes, please explain _____
Current Employer _____ How Long? _____ Income \$ _____
Address _____ Phone _____ Email _____

APPLICATION FOR OCCUPANCY (Page 2)



Occupants: Number of Persons who will occupy premises_____

List of person(s) other than Purchaser(s) who will occupy apartment:

Name_____	Age_____	Relationship_____
Name_____	Age_____	Relationship_____
Name_____	Age_____	Relationship_____
Name_____	Age_____	Relationship_____

Automobile and Parking: Vehicle parking at Sabal Pine South is limited to residents and their visitors. All units have one parking spot (marked with unit number). Additional cars must park in marked Guest Spaces in the East (Entrance) Parking Lot. Guest spots in front of buildings are for short-term visitors ONLY – no overnight parking. **Vehicles will be towed at registered owners expense for non-compliance.** No servicing of vehicles allowed on premises.

Number of cars_____

Car 1:	Make / Model (i.e., Toyota/Tundra) _____	Year _____	Plate # _____
	State _____		
	Name of Registered Owner: _____		
Car 2:	Make / Model (i.e., Toyota/Tundra) _____	Year _____	Plate # _____
	State _____		
	Name of Registered Owner: _____		
Car 3:	Make / Model (i.e., Toyota/Tundra) _____	Year _____	Plate # _____
	State _____		
	Name of Registered Owner: _____		

Landlord Contact Information (if applicable)

Name_____	Address_____
Phone_____	Email_____
Years as Tenant_____	Current Rent: \$_____ month

Bank Reference

Bank Name_____	Address_____
Phone_____	Age of Account(s)_____ <input type="checkbox"/> Checking <input type="checkbox"/> Savings

Character Reference

Name_____	Address_____
Phone_____	Email_____
Years Known to Applicant_____	

In case of emergency, notify the following person(s)

Contact Name_____	Phone_____	Email_____
Address_____	City_____	State_____ Zip Code_____
Contact Name_____	Phone_____	Email_____
Address_____	City_____	State_____ Zip Code_____



APPLICATION FOR OCCUPANCY (Page 3)

Request for Exemption to No Pet Policy: *Type of Exemption Requested:* Emotional Support Animal Service Animal

Completed & signed Assistance Animal form along with supporting documentation must be attached to this application. Supporting documentation includes: (i) letter from tending physician/doctor/therapist/other; (ii) proof of rabies vaccinations (*as required by Palm Beach County Animal Control Ordinances*), Palm Beach County license (*as required by Palm Beach County Animal Control Ordinances*), color picture of animal - all must be attached to this application

Type of Animal & Breed (*i.e., Dog/Chihuahua*) _____ Age _____ Weight _____

This application is subject to approval. I/We declare that the information contained herein to be true and correct. I/We authorize Sabal Pine South Association, Inc and/or its agent(s) to verify the information contained within this application and obtain a background check on each applicant. I/We agree that any willful misrepresentation will void any agreement entered in connection with this application.

I/We understand that an investigation of my background will be conducted to determine my character, general reputation, personal characteristics, mode of living and specifically authorize Resident Data to make such an investigation.

I/We release Verify Screening Solutions, its employees and members from any loss, expenses or damages sustained directly or indirectly from information or reports furnished by Resident Data. I/We release the Board of Directors. Officers and members of Sabal Pine South Condominium Association, Inc and its agents and employees, from any loss, expenses or damages sustained directly or indirectly from information or reports furnished by Verify Screening Solutions.

All Applicants must initial acceptance to the following:

_____ _____ I/We have read the Rules & Regulations and agree to abide to such document and any subsequent amendments thereto.

_____ _____ In making the foregoing Application, I am aware that the decision of Sabal Pine South Condominium Association, Inc will be final and no reason will be given for any action by the Board. I/We agree to be governed by the determination of the Board of Directors

_____ _____ I/We understand that sub-leasing, transient leasing (*i.e., Airbnb*) or room sharing is prohibited.

_____ _____ Any occupancy of this apartment in my absence is prohibited. I/We must be present when any guests, family members, visitors, or children, who are not permanent residents, occupy the apartment.

Lease Applicant(s) must initial acceptance to the following:

_____ _____ I/We understand that any violation of the terms, provision, conditions and covenants of Sabal Pine South Condominium Association documents provides cause for immediate action as therein provided or termination of the Leasehold under appropriate circumstances.

Signature of Applicant 1 _____ Date _____

Signature of Applicant 2 _____ Date _____



SABAL PINE SOUTH

AFFIDAVIT

BEFORE ME, the undersigned authority, on this _____ day of _____, 20____ personally appeared _____ who upon being duly sworn, deposes and says as follows:

1. I am interested in Purchasing / Leasing unit # _____ and becoming a Member / Resident of Sabal Pine South Association, Inc.
2. I understand and agree that I am bound by all of the occupancy and visitor Restrictions contained in the governing documents, which includes the Declaration of Condominium, By-Laws, Articles of Incorporation and Rules and Regulations, as same may be amended from time to time.
3. I have received and read the Rules & Regulations and agree to abide to all restrictions of the Association and any subsequent amendments/changes to these Rules & Regulations and governing documents.
4. In the event that I violate any of the above-mentioned purchase and/or lease restrictions, the Association shall have the right to rescind the Certificate of Approval and/or take any other appropriate action.
5. Further, in the event of any violation, I (we) as the owner(s) shall be responsible for the Attorney fees and cost incurred by the Association.
6. FURTHER AFFIANT SAYETH NAUGHT

That I SWORN TO AND SUBSCRIBED before ME

This _____ day of _____ 20_____

NOTARY PUBLIC, STATE OF _____ AT LARGE

My commission expires: _____

BACKGROUND CHECK

Building / Unit #	Unit Monthly Rent	
First Name	MI	Last Name
Maiden Name	Monthly Income	
Social Security #	Date of Birth	
Drivers License #	Issuing State	

Current Address *From _____ to Present*

Previous Address *From _____ to _____*

Previous Address *From _____ to _____*

By signing, the applicant recognizes and authorizes the Association and its agent(s), to obtain a consumer report and other information deemed necessary by the Association, for the purpose of the Association evaluating the applicant. 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. Applicant expressly releases Sabal Pine South Association and any procurer or furnisher or information, from liability what so-ever in the use, procurement, or furnishing of such information and understands that applicant's information shall remain confidential except through a court order or subpoena as provided under Florida law.

Application Date: _____

Print Name: _____

Signature: _____



SABAL PINE SOUTH

CENSUS FORM

UNIT NUMBER: _____

PHYSICAL ADDRESS: _____ SW 22nd Avenue, Delray Beach FL 33445

LEGAL NAME(S) OF OWNER(S): _____

MAILING ADDRESS: _____

OWNER CONTACT INFORMATION:

Name: _____ Phone: (cell) _____ (home) _____

Email: _____

OCCUPANT INFORMATION (OTHER THAN OWNER)

Name: _____ Phone: (cell) _____ (home) _____

Email: _____

Name: _____ Phone: (cell) _____ (home) _____

Email: _____

Name: _____ Phone: (cell) _____ (home) _____

Email: _____

IS THIS UNIT RENTED? (check one): _____ No _____ Yes*

If yes, lease date: _____ Expiration Date of Landlord permit on file? _____

Tenant(s) name: _____ phone: _____ email: _____

Tenant(s) name: _____ phone: _____ email: _____

***Need most recent copy of lease and valid City of Delray Beach Landlord license**

ARE YOU A SNOWBIRD OR ABSENTEE OWNER? (check one): _____ No _____ Yes

If yes, times living away from Sabal Pine South _____

Address while away from Sabal Pine South _____

Phone: _____

AUTOMOBILE INFORMATION

Car 1: Make/Model _____ Year: _____ Color: _____ License Plate: _____

Car 1: Make/Model _____ Year: _____ Color: _____ License Plate: _____

Assigned Parking Spot(s): _____

EMERGENCY CONTACT:

Local Name: _____ Relationship: _____ Phone: _____

Other Name: _____ Relationship: _____ Phone: _____

Other Informtion: _____

Office Use: Deed _____ VC _____ HO6 _____ Lease _____ CoDRB-LLP _____ Other _____

SABAL PINE SOUTH ASSOCIATION, INC
2840 SW 22ND AVENUE. DELRAY BEACH FL 33445

Please note: A voting certificate establishes which owner is authorized to vote and represent a unit owned by more than one person or a corporation. A voting certificate, as required by Florida Condo Law, must be signed by all of the owners of the unit or by the appropriate corporate officer.

DESIGNATION OF VOTING REPRESENTATIVE (“VOTING CERTIFICATE”)

To the Secretary of Sabal Pine South Association, Inc. (the “Association”)

THIS IS TO CERTIFY that the undersigned, constituting all of the recorded owners of Unit No. _____ located at (address) _____ in Sabal Pine South have designated:

(Name of Voting Representative)

as the voting member to cast all votes and to express all approvals that such owners may be entitled to cast or express at all meetings of the membership of the Association and for all other purposes provided by the Declaration, the Articles, and the By-Laws of the Association.

Voting Certificate requirements:

- Joint Person Ownership – Examples: husband & wife; mother & daughter/son; siblings; friends., etc. (*Designate one of the joint owners, not a third person.*)
- Trust, Company, or Corporation owned – Certificate must designate an officer or employee entitled to vote, and be signed by Trustee/s, Company Owner, or President or Vice-President of Corporation and attested by Secretary or Assistant Secretary of Corporation.
- Sole Owner: No Voting Certificate required by law, however, for ease of record-keeping, it is requested that a certificate be completed, especially if there is more than one resident living in the unit.

This Certificate is made pursuant to the Declaration and the By-Laws and shall revoke all prior Certificates and be valid until revoked by a subsequent Certificate.

DATED the _____ day of _____, 20_____.

OWNER (print name)

OWNER (signature)

OWNER (print name)

OWNER (signature)

OWNER (print name)

OWNER (signature)

NOTE: This form is not a proxy and should not be used as such.



SABAL PINE SOUTH

I / We _____ owner(s) of unit _____ located in Sabal Pine South Association in Delray Beach, FL do hereby certify that any and all demolition, alteration or repairs undertaken to the structure, electrical wiring, plumbing and soundproof flooring shall be completed by a licensed contractor(s).

I / We also certify that no work or installation shall commence until the necessary and required permits (if any) have been received from City of Delray Beach. All work shall be performed to meet the standards of all laws regulating construction within the Palm Beach County and City of Delray Beach jurisdictions.

Sabal Pine South Association reserves right to receive copies of any and all permits, as well as work proposal(s), contractors current license and Certificate of Liability Insurance and other information.

Installation of storm shutters, soundproof flooring (required on all 2nd floor units), external doors and window replacements require prior approval by Saba Pine South Association Board of Architectural review.

Agreed Upon on this day _____ of _____, 20_____

Owner: _____

Print Name: _____

Owner: _____

Print Name: _____



FREQUENTLY ASKED QUESTIONS AND ANSWERS

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

Answer: Each unit has one vote. See the Declaration of Condominium and Association Articles of Incorporation and Bylaws for details.

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

Answer: Single family residence only. No apartment shall be permitted to have more than five persons in a 2-bedroom unit and three persons in a 1-bedroom unit. No unit may be subdivided or leased by the room. No transient leasing. See Declaration of Condominium and Rules for additional restrictions.

Question: What restrictions exist in the condominium on leasing my unit?

Answer: No leasing is allowed during the first year of ownership. Lease term can be no less than four months but no longer than 12 months. No owner may rent an apartment more than once in any twelve month period.. No subleasing allowed All leases require prior approval by association. See Declaration of Condominium and Association Articles of Incorporation, Bylaws and Rules for details.

Question: How much is my current assessments to the condominium association and when are they due?

Answer: \$375 per month. Due on the 1st of each month.

Question: Do I have to be a member in any other association?

Answer: No.

Question: Am I required to pay rent or land use fees for recreational or other commonly used facilities?

Answer: A security deposit is required of the rental of the clubhouse.

Question: Is the condominium association or other mandatory membership association involved in any court cases in which it may face liability in excess of \$100,000.00?

Answer: No.

Question: Can I have a pet in my unit? If yes, what type of animal is allowed?

*Answer: **NO PETS ARE ALLOWED**, other than neutered/spayed indoor cats, caged birds of the parakeet or canary type. The "No Pet" prohibition pertains to all owners, renters, guests and invitees of the owner or tenant. The Board of Directors may review requests for an exception of this rule for those animals classified as: Assistance Animals (i.e., Service or Emotional Support/Therapy animals). See Rules for details.*

Note: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO, THE SALES CONTRACT AND THE CONDOMINIUM DOCUMENTS.

RULES & REGULATIONS



1. **RESIDENTIAL USE:** The lands of the condominium and all improvement constructed thereon shall be for residential use only and no portion of such lands or improvement shall be used for business or commercial purposes. Each apartment or other residential living unit shall be occupied only a single family – their approved servants and approved guests as a residence and for no other purpose whatever.
2. **The sale, lease or transfer of your unit is restricted or controlled.** The association has the right to approve any sale, lease or other transfer by an owner of his/her condominium unit to the extent and in the manner as described in Paragraph 11, Page 15 of the Declaration of Condominium. No owner may dispose of an apartment or an interest therein by lease until such owner has held title to the apartment for one year. No transient tenant may be accommodated.
3. **NUISANCES:** No nuisances shall be allowed upon the condominium property nor any use of practice which is the source of nuisances to residents or which interferes with the peaceful possession, quiet enjoyment and proper use of the property by its residents. All parts of the condominium property shall be kept in a clean and sanitary condition and no rubbish, refuse nor garbage allowed to accumulate, nor any fire hazard allowed to exist.
4. **LAWFUL USE:** No immoral, improper, offensive or unlawful use shall be made of the condominium property or any part thereof, and all valid laws, zoning ordinances and regulations of all government bodies having jurisdiction thereof shall be observed.
5. **NO PETS ALLOWED, other than neutered or spayed indoor cats and caged birds of the parakeet or canary type. NO OTHER PETS SHALL BE KEPT, RAISED, BRED, FOSTERED OR PERMITTED IN ANY APARTMENT OR COMMON ELEMENTS OR COMMON FACILITIES.** An exception to the No Pets policy is that an approval by the Board of an emotional support animal and service animal who meets the legal requirements may be allowed. Please see Emotional Support/Service Animal Policy. If your request for a reasonable accommodation is granted, the Association reserves the right, pursuant to Florida Law, to withdraw this approval at any time should the service animal or emotional support animal become a nuisance to others, which includes, but is not limited to: barking, biting, aggressive behavior, attacking, owner's failure to properly dispose of excrement or waste, failure to comply with all state and local ordinances and statutes, not maintaining the animal on a leash at all times when outside of the unit, insect/extermination issues and/or sanitation/odor problems.

Additionally, the approval of the animal may be withdrawn if the requesting party is no longer disabled. Further, the applicant/owner is required to provide updated medical information concerning his/her disability (*if such disability is not permanent*), current and annual vaccination records, immunization and Veterinarian records for the animal, all certifications or trainings the animal possesses, as required by the Board of Directors.

Failure to comply with any of these requirements shall be grounds to withdraw the approval of the animal. Owner is solely responsible for any and all damages caused by the animal, whether to person or property.

All information received by the Association in conjunction with a disabled Owner's or Resident's request for reasonable accommodation will be kept confidential in compliance with Florida Statutes.
6. Smoking of any tobacco products or vaping or smoking marijuana is prohibited (i) In the catwalks, stairwells, patios and limited common areas; (ii) in the clubhouse and (iii) in the pool. The Board may designate nonsmoking areas on the pool deck.
7. Insurance Requirements. Nothing shall be done or kept in any of the Common Elements that will increase the rate of insurance for the building or contents thereof applicable for residential use without the prior written consent of the Board of Directors. No UNIT OWNER shall permit anything to be done or kept in his or her Unit or on the Common Elements that will result in the cancellation of insurance on the building or contents thereof or that would be in violation of any public law, ordinance or regulation. No gasoline or other explosive or flammable material may be kept in any Unit or storage area. No waste shall be deposited on the Common Elements.
8. The sidewalks, entrances, corridors and stairways of apartment buildings shall not be obstructed nor used for any other purpose than ingress to and egress from apartment units.
9. Individuals(s) who need supervision shall not be allowed to be unsupervised on any portion of the Sabal Pine South property. There shall be no disturbances and loud noises by any individual on the walks, catwalks, corridors, or stairways of any apartment building, nor in the parking lots & drive. Please use caution when you are outside in common areas. Parents, guardians, caretakers and other shall be responsible for the actions of the family, occupants and guests and hold the Association harmless for any action or damage caused by them.
10. Only licensed HVAC contractors shall be allowed on the roof. All others, including residents, their guests and servants are PROHIBITED from going up onto the roof.

11. EXTERIOR APPEARANCE:

- No clothes, sheets, rugs, mats, blankets, laundry of any kind or other articles shall be hung, exposed or shaken from any apartment, window or in the common area. The common elements shall be kept free and clear of rubbish, debris and other unsightly material. There shall be no keeping by apartment owner or lessee of any chairs, tables, benches or other articles upon any common element. Nothing shall be hung or displayed on the outside walls of an apartment building and no awning, canopy, shade, window guard, ventilator, fan, air-conditioning device, radio or television/satellite antenna may be affixed to or placed upon the exterior walls or roof or any part thereof without the prior consent of the Association.
 - Inside Window treatments shall be in good taste.
 - None of the common elements of the condominium shall be decorated or furnished by any apartment owner or resident.
 - No "For Sale" or "For Rent" signs or other displays of advertising shall be maintained or permitted on any part of the common elements or apartments except for those by the Association. No commercial signage is permitted on vehicles, cars or trucks that are staying overnight in the Association.
12. The Association shall at all times have a passkey to each apartment. No apartment owner shall alter any lock or install any new lock on any doors leading to his/her apartment without the consent of the Association, and if such consent be given, the Association shall be provided with a key. If the Association has to break a lock for an emergency, the owner shall be responsible for all the expenses and damages incurred in doing this.
13. The agents and employees of the Association, and any contractor or workman authorized by the Association, may enter any Apartment at any reasonable hour of the day for the purpose permitted under the terms of the Condominium Documents. Florida Law Statute 718 entry will be made by pre-arrangement with the Apartment Owner, except under circumstances deemed an emergency by the Association or the Manager, in which case access is deemed permitted regardless of the hour.

14. TRANSFERS SUBJECT TO APPROVAL

- **Sale** – no apartment owner may dispose of an apartment or any interest therein by sale without prior approval of the Association
- **Lease** - no apartment owner may dispose of an apartment or any interest therein by lease without prior approval of the lessee by the Association
 - All leases shall be for a term of at least 4 months, but not longer than 12 consecutive months. No owner may rent all or any portion of an apartment more than once in any 12 consecutive month period.
 - No owner may be permitted to own more than 2 apartments at any time.
 - No apartment may be used as a rooming house, hostel, hotel or storage facility. No transient tenants may be accommodated. No unit may be subdivided or leased by the room and all leases shall comply with the Declaration of Condominium.
 - No owner or tenant shall be permitted to sublease or assign an apartment or interest in an apartment during the term of any lease.
 - No apartment shall be permitted to have more than 5 persons in a 2-bedroom and 3 persons in a 1-bedroom apartment.
 - Any person who pays rent or other financial consideration or otherwise contributes financially for the upkeep of the apartment or income of the owner as a condition of cohabitation with the owner or other occupancy of the unit shall be considered a tenant and shall be subject to the Declaration of Condominium. Such a roommate/guest/tenant shall be in writing and shall comply with the conditions set forth in the Declaration of Condominium.
 - No owner may assign or otherwise transfer the owner's rights and obligations under the Declaration of Condominium to any tenant, and the Association shall have the right to enforce the use restrictions set forth in the Declaration of Condominium against the owner, tenant or member of the tenant's household, individually or collectively. The Association shall not be bound by any provisions of the lease or agreement between the owner and tenant requiring prior notice or imposing other conditions on the rights of the Association.
 - Any sale, mortgage or lease which is not authorized pursuant to the terms of the Declaration of Condominium shall be void unless subsequently approved by the Association.
- **Gift** – If any apartment owner shall acquire his title by gift, the continuance of his/her ownership of his/her apartment shall be subject to the approval of the Association.
- **Devise or Inheritance** – If any apartment owner shall acquire his title by devise or inheritance, the continuance of his/her ownership of his apartment shall be subject to the approval of the Association.

15. **PARKING** - Automobile parking spaces shall be used solely and exclusively for that purpose. They shall be used ONLY for the purpose of parking four-wheeled motor vehicles originally manufactured as passenger cars. They shall not be used for the storage of boats, inoperative automobiles, recreation vehicles, campers, motorcycles or any purpose whatever other than parking facilities, as aforesaid. Automobiles should not be backed into the parking space.
- **One assigned parking space per unit.** An apartment owner may NOT lease or assign his/her automobile parking space except in conjunction with a lease of his/her apartment, which lease has been approved in accordance with the provisions of the applicable Declaration of Condominium. Secondary cars must be parked at the EAST ENTRANCE parking area only. **Non-compliant vehicles will be towed at the owner's/violator's expense.** All vehicles registered to residents MUST have a Sabal Pine South sticker or decal displayed in rear window.
 - **No one unit may park more than three cars on Sabal Pine South property.**
 - Residents may park small passenger trucks that do not exceed ½ ton capacity and do not bear commercial displays, lettering or logos, do not have commercial license plates and are not loaded with commercial goods or equipment. These small trucks may be parked at the EAST ENTRANCE parking area.
 - Cars may not bear commercial displays, lettering or logos of any type.
 - A written request must be presented to the Board asking permission for overnight parking privileges for guests arriving by van or other recreational vehicle. Specific parking areas for such vehicles will be designated by the Board. Permission granted not to exceed two weeks in duration.
 - Servicing or car repairs is **PROHIBITED** on Sabal Pine South property. The owner/violator shall be liable to the Association for any damage to the property.
16. No apartment owner, resident, family members, guests, servants, employees, visitors shall at any time and for any reason enter upon or attempt to enter upon the roof or into utility service rooms of any building. These areas are off limits.
- 17. ALTERATIONS/CHANGES/IMPROVEMENTS:**
- Alterations or changes to the exterior appearance to any portion of an apartment building or balconies appurtenant to the unit requires advanced Board of Directors approval, this includes, but is not limited to: windows, doors, awnings, hurricane shutters, outdoor lighting, door locks, door bells/knockers, other. Failure to obtain such approval may result in having improvement removed at owner's expense.
 - Owners shall use licensed electrician, plumbers and contractors when making improvements to the exterior and interior regions of the unit.
 - It is the obligation of the owner and/or contractor to file and receive requisite permit(s) from the City of Delray PRIOR to making any alterations or improvements.
 - All Window trims shall be White in color. All doors shall be hurricane rated. All hurricane shutters shall be Beige or Ivory in color. A new flooring laid in the 2nd floor units must have an acoustical underlayment with mold protector and have STC/ITC of at least 55 (*for laminate or vinyl floors*) and 75 (*for tile and hardwood floors*).
 - Any and all debris and construction material MUST be removed from the Association premises. **NO MATERIAL SHALL BE PLACED INTO GARBAGE BINS LOCATED ON ASSOCIATION PROPERTY.**
 - All contractor vehicles shall be parked in Guest spaces and NOT those reserved for residents.
 - No vehicle or material shall at any time block means of ingress/egress into stairways, catwalks or units.
 - Owner shall assume full responsibility for all damage to any and all common areas due to lack of care and/or negligence in performing the installation/replacement/repair of the subject project. Failure to use care shall constitute a violation of Protocol and result in the Sabal Pine South Association seeking any and all relief available at law to restore common areas to original condition.
18. **GUESTS** – It is requested that when an owner is not in resident, notification that house guests will occupy an apartment shall be given by the owner to the Board at least five (5) days prior to occupancy by guests. Owner **must** supply his guests with a copy of the "Rules & Regulations"
- Guest usage, in the absence of the unit owner, shall not occur more than two (2) times in any twelve-month period, for a total combined usage of not more than fourteen (14) calendar days. No transient guests or leasing allowed.
19. Storage areas under stairs are to be used for bicycles and beach chairs. Please identify with name & unit labels.
20. No cooking shall be permitted on any balcony or terrace of any apartment. There shall not be kept in any apartment or storage area any flammable, combustible, caustic or explosive fluid, material, chemical or substance except for normal household use.

21. No cooking shall be permitted on common area except on community grills.
22. The use of the Association's gas grills shall be at the peril/risk of those owners-residents using these barbeques. Availability on a first come-first serve basis. Users are responsible for the clean-up of the grill and area, as well as ensuring gas is turned off properly after use. Users shall be considerate of their fellow neighbors with regard to smell and noise. The Association retains the right to refuse use of these barbeques to owners-residents or remove these grills outright is deemed necessary by the Board of Directors.
23. No apartment owner or resident shall play or permit to be played any musical instrument or operate or permit to be operated a phonograph, radio, television set or other loudspeaker in an apartment between the hours of 11pm and 8am of the following day, if the same shall disturb or annoy the other occupants of the building.
24. All doors leading from the apartment to common elements shall be closed at all times except when in actual use for ingress and egress to and from common elements.
25. All garbage, in plastic bag, and refuse are to be deposited ONLY in the facilities provided each building for that purpose. No refuse is to be left on outside of bins or dumpsters. Please follow specific recycling instructions.
26. No large items of furniture or large boxes are to be placed in refuse dumpsters. There is a designated "Bulk" area for all large items. All boxes **MUST** be broken down and placed within or behind appropriate recycle receptacles (bins).
27. No apartment owner or resident shall direct, supervise or in any manner attempt to assert any control over any of the employees of the Association, nor shall he/she attempt to send any of such employees upon private business of such apartment owner or resident.
28. The Association cannot be held responsible for any unauthorized purchases by individuals or groups even if the item is intended for the use and/or benefits of all residents within the complex. All gifts donated to the Association become the property of the Association and gifts are irrevocable.
29. Complaints regarding the service of the Condominium shall be made in writing, signed and sent to the Board of Directors.
30. The use of the recreational facilities (*clubhouse, swimming pool deck, swimming pool, other*) shall at all times be subject to such rules and regulations as the Board of Directors may establish.
31. **FINES** - The Association may levy fines against any owner, tenant, guest or invitee and the owner's apartment in the amount of \$50 a day. Each UNIT OWNER shall be held responsible for the actions of his family members, tenants, guest, invitees, including being subject to a fine if said person(s) violates a provision in the Declaration of Condominium, Articles of Incorporation, By-Laws or Rules and Regulations.
 - A fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for a hearing, except that no fine may exceed the maximum provided by law.
 - A fine may be enforced as, and shall be automatically considered to be, a special assessment, for which the Association shall have a lien against an apartment which lien may be enforced as any other assessment lien.
 - No fine shall be imposed without providing written notice to the person sought to be fined and an opportunity for a hearing. The notice shall state the date, time and location of the hearing. The hearing date shall be at least fourteen days after the date of notice is mailed to the person.
 - Any hearing shall be held before a committee of three other apartment owners, one of which shall be a member of the Board of Directors. If the committee does not agree by majority vote with the fine, the fine may not be levied.
32. **CLUBHOUSE FACILITIES**
 - Clubhouse hours are from 8am to 11pm. (*Different hours may be arranged, in advance, by contacting the Board of Directors*)
 - No Pets are permitted in the clubhouse.
 - There will be no picnicking in the Clubhouse.
 - Persons who need supervision must be accompanied by an adult.
 - Before leaving the Clubhouse, replace chairs.
 - Lights and air-conditioning are only to be used as necessary in the Recreation Room.

- To reserve Clubhouse or folding chairs for non-scheduled activities by individual owner-residents, prior permission must be obtained from the Board of Directors.
- The Recreation Room May Be Used As Follows:
 - By owner-residents for parties when it is not in use for Association functions. The room must be reserved through the Board of Directors on a first come-first serve basis. A security deposit of \$500 will be required, which will be returned if Clubhouse is clean and undamaged after function.
 - The Clubhouse cannot be open to the public for any occasion regardless of purpose.
 - The owner-resident host will be responsible for bearing the expense of setting up the room. Arrangements for clean-up are the responsibility of the host, and such arrangements must be checked with the Board of Directors beforehand. All food and items which might attract rodents and insects must be cleared away immediately after the party, at which time the room must be restored to its condition prior to the party.
 - The host owner-resident assumes ALL responsibility for any loss, damage or extra expense, including expense which is not covered by the Associations master insurance policy.
 - Host owner-resident acknowledges that guest parking is limited at Sabal Pine South and will abide to all Rules & Regulations as they pertain to parking within the community. No parking on grassy areas or common areas is allowed.
- The Game Area:
 - The age limit for billiard players is sixteen (16) years, unless supervised by an adult.
 - Absolutely no food or beverages are allowed in this area.
 - If other people are waiting to play, game should be limited to 45 minutes or invite them to play with you.
 - No screaming or yelling. Be considerate to others in the Clubhouse or those residents who live above, as well as those who live on either side of the clubhouse space.
 - The billiard table can be converted to a ping pong table by placing ping pong tablet on top.
 - No sitting or lying on the billiard table. Use bridge to reach a shot.
 - When billiard game is finished, table should be brushed and covered, equipment placed back in billiard equipment rack. When ping pong game is finished, removed board and place adjacent to wall by billiard cue holder, brush and cover billiard table.
 - Read a book in a chair or borrow a book from the library but please remember to bring it back for another resident to enjoy. Sorry, only hardcopy books are accepted into Sabal Pine South's library.
- The Television: The television is an accommodation for those who would like to share a program or event (i.e., Superbowl, Oscars awards, Soccer game) with fellow owners-residents. It is not to be used as your personal television. It is prohibited to hold a gathering of non-Sabal Pine South residents in the Clubhouse without prior Board of Directors approval – the same procedure must be followed as when reserving the Clubhouse for an event.
- Kitchen: The use of the kitchen is limited. Special permission must be obtained from the Board of Director to use appliances. The refrigerator is NOT to be used as personal storage.

33. SWIMMING POOL DECK.

- No lifeguard is present.
- **Pool hours are from 6am (dawn) to dusk.** No night swimming allowed. In case of a storm, pool will be closed.
- Persons who need supervision shall not be unsupervised.
- Pool capacity is fifteen (15) persons.
- All persons must comply with the Florida statutes established by the State Board of Health posted in the swimming pool area.
- No Pets are permitted within the fenced swimming pool area.
- Property attire must be worn at all times to and from the swimming pool area. (Cover up and footwear)
- Clubhouse should not be used for changing attire. Positively no wet bathing suits or bare feet are permitted in the Clubhouse.
- No floating object of any kind are to be taken in or around the swimming pool area.
- All persons are required to shower before each entry into pool.

- No UNTRAINED or DIAPERED individuals or incontinent individuals may use pool. Do not use the pool if you have diarrhea.
- Do not swallow the pool water, it is recirculated.
- For the protection of all, persons with communicable skin rashes, sores or communicable diseases are not permitted to use the pool. Board of Health rule.
- Expectorating or clearing of nasal passages in or around the pool is not permitted.
- No pushing or running around the pool. No jumping into the pool. No “horseplay” allowed in the swimming pool area. No yelling or screaming at any time. Be considerate of others at all times.
- Glass containers of any kind are NOT permitted in the pool area. No food is permitted in the swimming pool. Food and drink (held in plastic containers) is allowed on the swimming pool deck so long as it remains four (4) feet from pool edge.
- All lounges and chairs must be kept at least four (4) feet from the edge of the pool.
- When moving lounges and chairs, lift, do not drag, and return to proper place after usage.
- Towels shall not be used as chair reservations.
- All lounges and chairs must be covered with a towel when suntan/sunblock products are used.
- When you leave the swimming pool area, take your towel with you.
- When leaving swimming pool area, persons must be dry to the extent that water does not drip in the Recreation Room and on stairways and walkways.

34. DOCK AREA

- Permission to use dock for boats is granted by the Board of Directors on a first come-first serve basis.
- Do not clean fish on dock.
- Do not leave bait, any fishing equipment or any articles unattended on dock
- No person that needs supervision shall be permitted on dock without supervision.

35. BICYCLE PATH

- Caution and consideration are recommended for all using the bicycle path
- Bikes must have lights and taillights after dark.

SABAL PINE SOUTH EMOTIONAL SUPPORT/SERVICE ANIMAL POLICY

1. For the purposes of this Policy, the following definitions apply:
 - a. "Assistance Animal" means an animal which works, provides assistance, or performs tasks for the benefit of a person with a disability, or that provides emotional support that alleviates one or more identified effects of a person's disability. Except in extenuating circumstances, Assistance Animals may only be small, domesticated animals traditionally kept in the home for pleasure rather than for commercial purposes.
 - b. "A Person With a Disability" means a person: (1) with a physical or mental impairment that substantially limits one or more major life activities; (2) with a record of such impairment; or (3) who is regarded as having such an impairment.
 - c. "Pet Prohibition" means the restriction in Article 10(C) of the Declaration of Condominium which provides that "No animals, birds, fish, reptiles, amphibians or pets of any nature and description other than caged birds of the parakeet or canary type shall be raised, bred, kept or permitted in any apartment or the common elements or the common facilities."
2. This Policy governs all Assistance Animals kept or seeking to be kept in the community by person(s) with a disability. Person(s) with a disability who meet the requirements herein shall be entitled to a reasonable accommodation of keeping an Assistance Animal despite the Pet Prohibition.
3. Any Person With a Disability seeking a reasonable accommodation to keep an Assistance Animal in the community despite the Pet Prohibition must make a request to the Association for such accommodation. The request must include at least the following:
 - a. Information/documents which reasonably support that the person seeking the accommodation is a Person With a Disability, unless such information/documents have already been provided to the Association or the person's disability is readily observable.
 - b. Information/documents regarding the species of the animal and proof of licensure and/or vaccinations if the animal is a species which is required by law to be licensed and/or vaccinated.
 - c. Information/documents which reasonably support that the animal does work, performs tasks, provides assistance, and/or provides therapeutic emotional support with respect to the person's disability.
 - d. Other documents/information which may be reasonably required by the Association,
4. If the information and documents establish the person seeking the accommodation is a Person With a Disability and the animal for which the accommodation is being sought qualifies as an Assistance Animal, the Association shall grant the Person With a Disability a reasonable accommodation to allow the Assistance Animal in the community, subject to this Policy.
5. Family members, tenants, invitees, licensees, and/or guests of Apartment Owners are equally subject to this Policy and may not bring an animal into the community unless it is approved by the Association as an Assistance Animal.
6. Assistance Animals which require licensure and/or vaccinations by law must be so licensed and/or vaccinated, and such licensure and/or vaccinations shall be kept current at all times.
7. Assistance Animals shall be leashed at all times when outside of an Apartment unless the Person With a Disability's condition prevents them from not using the leash, or the leash would prevent a true Service Animal (as defined by the Americans with Disabilities Act) from performing its trained tasks. In those instances, the Assistance Animal must be kept within the Person With a Disability's control by some other means.
8. A Person With a Disability may not toilet Assistance Animals in any interior common area and may only toilet their Assistance Animals in designated outdoor common areas. No Assistance Animal shall be allowed to toilet outside on the patio or common areas. A Person With a Disability must clean up all Assistance Animal waste by placing same in an appropriate bag and discarding same in an outdoor trash dumpster. Such waste may not be placed into trash bins located in common areas or elsewhere on Association property.



9. Cat litter, other materials used for collecting animal waste, or animal nesting materials may not be flushed down toilets. Plumbing repairs due to the flushing of such materials will be the responsibility of the Person With a Disability and/or Apartment Owner.
10. Assistance Animals may not excessively bark, howl, or make other noises which disturb, annoy, or interfere with the quiet enjoyment of other residents.
11. Assistance Animals may not show aggressive behavior or be a nuisance or danger to others.
12. Assistance Animals may not be bred, kept, or otherwise used for commercial purposes.
13. Person(s) with a Disability are legally and financially responsible for the actions of their Assistance Animals, including, but not limited to, damage to persons or property. Person(s) With a Disability shall defend, indemnify, and hold the Association harmless for any damages caused by their Assistance Animal. To the extent the Person With a Disability is not an Apartment Owner, this provision shall jointly and severally apply to the Apartment Owner of whom the Person(s) With a Disability is a family member, tenant, invitee, licensee, or other guest.
14. Person(s) With a Disability are responsible for feeding, maintaining, providing veterinary care, controlling, and otherwise caring for their Assistance Animals. If a Person With a Disability is unable to provide such care for their Assistance Animal, they may enlist the help of others, but the Association is not responsible for providing any care to Assistance Animals.
15. Assistance Animals are subject to all local, county, state, and federal laws, ordinances, and regulations and must be in compliance with same. This provision is not intended to require compliance with laws to which the Person With a Disability and/or Assistance Animal is exempt under the Fair Housing Act.
16. Failure to abide by the policy may result in the Association's revocation of the reasonable accommodation afforded to a Person With a Disability for an Assistance Animal.



 Designated Dog Relief Area