

TO: _____

FROM: _____

DATE: _____

FAX: _____ TIME: _____

*****IMPORTANT NOTICE*****

**APPLICATIONS FOR APPROVAL
HOMEOWNERS/CONDOMINIUM ASSOCIATIONS**

PLEASE PROVIDE THE FOLLOWING INFORMATION/DOCUMENTATION FOR PROMPT
PROCESSING OF YOUR APPLICATION FOR APPROVAL FOR PURCHASE/LEASE.

1. Fully completed and signed application
(Including telephone numbers, local if available, & mailing address)
2. Check for application fee in the amount of \$100.00 to: La Mirada Homeowners Assoc.
3. Copy of fully executed contract for sale/lease of property.
4. Signed off Rules & Regulations.

**NOTE: THIS MUST BE COMPLETED BEFORE APPLICATION CAN BE FORWARDED TO THE BOARD
OF DIRECTORS FOR APPROVAL.**

IF THIS IS A SALE:

5. Upon closing, please have the closing agent forward a copy of the unrecorded warranty deed to our office.
(In order to change the name on the account to the new owner).
6. If billing address will be different than the property address, please contact our office with the correct information.

If you have any questions or need a copy of the questions and answers for Condominiums, please do not hesitate to call our office for assistance.

THANK YOU!!!!

STEVE RETZER, ON-SITE MANAGER

LA MIRADA

**HOMEOWNER/CONDOMINIUM ASSOCIATION,
INC.**

(561) 394-3942

**PLEASE CALL THE ABOVE NUMBER
IF YOU HAVE ANY QUESTIONS.**

THANK YOU.

**La Mirada at Boca Pointe Homeowners Association
La Mirada at Boca Pointe Condominium Associations One - Nine**

**RECEIPT OF RULES AND REGULATIONS
HOMEOWNERS ASSOCIATION ARTICLE VI - *USE OF PROPERTY*
CONDOMINIUM ASSOCIATIONS ARTICLE XIX
*OCCUPANCY AND USE RESTRICTIONS***

RE: UNIT _____ CONDO _____

() PURCHASE () LEASE

FROM: _____

TO: _____

DATE: _____

I/We hereby acknowledge receipt of a copy of the above referenced Documents for La Mirada at Boca Pointe and understand that I/We are subject to the Rules, Regulations and Restrictions of the Association.

It is further understood and agreed that if a renter, I/We are unable to have a pet during the term of our lease at La Mirada.

**APPLICATION FOR OCCUPANCY
LA MIRADA AT BOCA POINTE**

(PLEASE PRINT) COMPLETE ALL QUESTIONS AND FILL IN ALL BLANKS

Apt. No. _____ Bldg. No. _____ Purchase _____ or Lease _____ (how long) _____

Date _____, 2_____. Desired date of occupancy _____

Name _____ DOB _____ SS# _____

Spouse _____ DOB _____ SS# _____

() Single () Married () Separated _____ () Divorced _____ Maiden Name _____
how long how long

No. of people who will occupy: Adults (over age 18) _____

Names & ages of children who will occupy _____

Description of Pets _____

In case of emergency, notify: _____
Name Address Phone

(PLEASE PRINT)

PART I - RESIDENCE HISTORY

A. Present Address/apr.# _____ Phone# _____

Apt. or Condo Name _____ (if applicable) How Long _____

Landlord or Mortgagee _____ Phone# _____

Address _____ Mtg. # _____

B. Previous Address _____ How Long _____

Apt. or Condo Name/Apt # _____

Name of Landlord or Mortgage _____ Phone# _____

Address _____ Mtg. # _____

C. Previous Address _____ How Long _____

Apt. or Condo Name/Apt # _____

Name of Landlord or Mortgage _____ Phone# _____

Address _____ Mtg. # _____

(PLEASE PRINT)

PART II - EMPLOYMENT & BANK REFERENCES

A. Employed by _____ Phone# _____

How Long _____ Dept. or Position _____ Approx. Monthly Income _____

Address _____

B. Spouse's Employment _____ Phone# _____

How Long _____ Dept. or Position _____ Approx. Monthly Income _____

Address _____

Name and phone number of realtor _____

C. Bank Reference _____ Phone# _____
How Long _____ Account No. _____ Checking _____ Savings _____
Address _____

D. Bank Reference _____ Phone# _____
How Long _____ Account No. _____ Checking _____ Savings _____
Address _____

(PLEASE PRINT)

PART III - CHARACTER REFERENCES

1. _____ Res. Phone# _____ Office Phone# _____
Address _____
2. _____ Res. Phone# _____ Office Phone# _____
Address _____
3. _____ Res. Phone# _____ Office Phone# _____
Address _____

Number of Cars (incl. company cars) _____ Driver's Lic. No. _____ State _____
Make _____ Type _____ Year _____ Tag # _____

By signing, the applicant recognizes that the Association or their agent **A&N Management** inc., may investigate the information supplied by the applicant and a full disclosure of pertinent facts may be made to the Association. The investigation may be made of the applicant's character, general reputation, personal characteristics and mode of living as applicable. The Association may also require a credit report through a credit reporting agency.

Signature:(Applicant) _____ Signature:(Spouse) _____

RULES AND REGULATIONS LA MIRADA AT BOCA POINTE

OCCUPANCY AND USE RESTRICTIONS

- A unit shall be used as a single-family residence only.
- A unit cannot be used for commercial purposes.
- Nothing should be stored on the common areas or any condominium common element and those areas should not be obstructed in any way.
- The common areas and condominium common elements shall be kept free and clear of rubbish, debris and other unsightly materials.
- No playing or lounging on common elements or condominium common elements is permitted.
- Parking of cars or any other vehicle on the grass or any other common areas or condominium common elements is prohibited.
- Automobiles should be parked in the unit owner's garage or driveway and not on other people's property.
- Driveways should not be blocked at any time.
- Sunbathing is not permitted on driveways.
- No laundry of any kind shall be placed on patios or balconies or other areas that would be visible from the outside of a unit.
- "For Sale" or "For Rent" signs are prohibited anywhere in La Mirada.
- Pets **MUST** be walked on a leash and it is the pet owner's responsibility to clean up their pet's waste.

ENFORCEMENT OF MAINTENANCE

- All interiors and exteriors shall be properly maintained and kept in good order by each owner.
- All trash must be placed in solid, covered containers.
- All trash should be placed curbside no earlier than the evening before both trash pick-ups. **PICK-UP DAYS ARE MONDAY** (garbage & landscaping debris) **AND THURSDAY** (garbage & recycling).
- All empty trash containers should be properly removed and stored off the common areas and condominium common elements by the evening of that day's pick-up.
- To avoid the unsightliness of trash remaining curbside for days in advance of pick-up, people leaving La Mirada before the day of trash pick-up should make special arrangements for proper disposal, i.e request the assistance of your neighbors.

LA MIRADA AT BOCA POINTE

ALTERATION OF UNITS

- No exterior of any unit shall be altered without the consent of the Board of Directors of the Association.

POOL

- No food of any kind in the pool area.
- No beverages in glass containers in the pool area.
- All children under the age of twelve (12) must be accompanied by an adult.
- As a courtesy to you neighbors, please keep the volume on radios etc. at a reasonable level.
- No reserving of lounge chairs.
- Please take all belongings with you upon leaving the pool area.
- No diving or rough playing in the pool or pool area.
- **Swim at your own risk!** La Mirada is not responsible for any injuries incurred at the pool.
- Please use trash receptacles and ashtrays that are placed for your convenience.

SALES AND TRANSFERS

- Prior to the sale, conveyance or transfer of any unit, the unit owner must notify the management company, in writing, and furnish all information required by the Board of Directors of the Association.
- A Certificate of Approval must be issued by the Board prior to the closing of any transaction.

RENTALS OR LEASES

- No unit shall be rented or leased without prior written approval of the Board of Directors of the Association.
- Tenants or temporary residents are prohibited from having pets during the term of the lease.
- No unit shall be rented for less than three (3) months or more than twice (2 times) a year.

MOVING TRUCKS/DELIVERY TRUCKS/CONTRACTORS

- No moving trucks or deliveries allowed on Sunday
- No moving trucks or deliveries allowed on Saturday after 6:00PM
- No tradesmen/contractors after 6:00PM week days

LIABILITY OF UNIT OWNERS

- If a unit owner refuses to make repairs as required or should a unit owner, guest or tenant cause damage to the common areas, the Association may make such repairs and/or replacements and has the right to levy a Special Assessment for the cost against the unit owner. It is the unit owner's responsibility

ARTICLE VI USE OF PROPERTY

6.1 Protective Covenants

La Mirada is subject to the following restrictions and covenants:

6.1.1 Residential Use

All units shall be used, improved and devoted exclusively for residential use. Nothing herein shall be deemed to prevent the Unit owner from leasing a Unit, subject to all of the provisions of this Declaration. The use of Units for model homes, sales offices and/or administrative offices shall be permitted for the Trustee/Developer until the Trustee/Developer has sold all Units owned by it within La Mirada

6.1.2 Recreation Facilities on Common Area

Nothing herein contained shall prevent or restrict the construction by the Trustee/Developer and maintenance by the Corporation of recreational facilities, including without limitation, swimming pools and other accessory facilities, upon the Common Areas.

6.1.3 Zoning

Uses which do not conform to Palm Beach County zoning ordinances will not be permitted upon the Common Areas. Any portion of the plat or plats of La Mirada containing open spaces may not be vacated in whole or in part unless the entire plat is vacated.

6.1.4 **Temporary Buildings**

No tents, trailers, vans, shacks, tanks, or temporary or accessory buildings or structures shall be erected or permitted to remain on the Common Areas. However, the foregoing shall not restrict or prevent the construction and maintenance of temporary structures and facilities as are essential or appropriate to the development, construction and improvement of La Mirada and to the sale of Units, provided that the same are in compliance with appropriate governmental requirements applicable thereto.

6.1.5 **Burial of Pipe and Tanks**

No water pipe, gas pipe, sewer pipe, drainage pipe or storage tank shall be installed or maintained on the Common Areas above the surface of the ground, except hoses and movable pipes and mechanical equipment used for irrigation purposes.

6.1.6 **Nuisances**

Nothing shall be done on the Common Areas which may be or may become an annoyance or nuisance to the neighborhood. In the event of any question as to what may become a nuisance, such question shall be submitted to the Board of Directors for a decision in writing and its decision shall be final.

No refuse or unsightly objects shall be allowed to be placed or to remain anywhere on the Common Areas. The use of any driveway which may be in front of, adjacent to or part of the Common Areas as a park and place for golf carts, trailers, boats, motor homes or commercial vehicles is prohibited. The term "commercial vehicle" shall include all trucks and vehicular equipment exclusive of station wagons and passenger cars. No motor vehicle of any kind may be disassembled, serviced or repaired on the Common Area.

6.1.7 **Walls or Fences**

No wall, fence, hedge or similar structure (except for walls, fences, hedges or similar structures constructed by Developer) shall be placed.

ALARM PARTNERS

Dear Valued Customer,

Congratulations on your new home! Your home has come equipped with a monitored Alarm Partners Alarm System. This is just a letter to inform you as to which numbers to call when you are in need of assistance. We have a special Customer Service telephone number reserved just for our Boca Pointe residents! The number Boca Pointe Residents can call when they have questions or need to schedule a service call is (561) 395-4230. Also, you may call this number to get your account set up.

Information you will need to have ready:

- The name or names you would like on the account
- The new home telephone number
- A password to cancel false alarms or establish identity
- At least two (2) phone numbers that we may contact in an emergency. For example: your cell phone, work, a friend, neighbor, or house sitter.

After we have gotten the account set up with your new information, we can set you up with an appointment for our technician to come out.

He will:

1. Reprogram the system with all your codes
2. Show you how to use the system
3. Inspect the equipment to ensure everything is in proper working order.

If you have any questions, comments, or need to set up your account, feel free to call at 561-395-4230. Thank you

LA MIRADA AT BOCA POINTE HOMEOWNERS ASSOCIATION

ARTICLE XIX OCCUPANCY AND USE RESTRICTIONS

- A. The Units shall be used for single-family residences only. No separate part of a Unit may be rented and no transient (as defined in Chapter 509, Florida Statutes) may be accommodated therein for compensation or commercial purpose. With the exception of a lender in possession of a Unit following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Unit owner may rent a Unit for a term of less than one (1) month nor may any Unit be rented more than three (3) times in any twelve (12) month period without the prior consent of the Association.
- B. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements (except in areas designed for such purpose) without the prior consent of the Association, or except as hereinafter expressly provided. Each owner shall be obligated to maintain and keep in good order and repair his own Unit.
- C. Nothing shall be done or kept in any Unit or in the Common Elements serving the Units which will increase the rate of insurance on the Buildings or contents thereof without the prior written consent of the Association. No Unit owner shall permit anything to be done or kept in his Unit or in the Common Elements which would result in the cancellation of insurance on the Buildings, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.
- D. In order to enhance the sound conditioning of the Buildings, the floor covering for all occupied Units shall meet the minimum standard as may be specified by rules and regulations of the Association.
- E. No animals of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that dogs, cats or other usual household pets may be kept in Units, subject to rules and regulations adopted by the Association, provided that they are not kept, bred or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium Property upon three (3) days written notice from the Association. The Association may restrict pets from access to any portions of the Common Elements, and may designate other portions of the Common Elements to accommodate the reasonable requirements of Unit owners who keep pets.

- F. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit owners or occupants.
- G. Except as otherwise specifically provided herein, nothing shall be done in any Unit or on, in or to the Common Elements which will impair the original color scheme or structural integrity of the Buildings or which would structurally change the Buildings.
- H. No Unit owners shall overload the electric wiring in the Buildings, or operate machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Association, an unreasonable disturbance to others. No Unit owner shall overload the floors of any Unit. The use of water-beds and similar furnishings and equipment which may cause floor overloads shall be subject to Association Approval.
- I. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out of or exposed on any part of the Common Elements or on any patio or balcony of a Unit. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials which are not in receptacles provided for such purpose, nor shall any boats, campers, commercial vehicles or motorcycles be stored or parked upon any portion of the Common Elements (including Limited Common Elements) except in areas designated by the Association for storage and/or parking. This is not to prohibit the storage of vehicles in the garage which is part of the Unit, as shown on Exhibit B hereto. In addition, the Association may authorize any vehicles parked in violation of any parking regulations issued in connection with the Common Elements to be removed or towed away and any towing or removal charge shall be paid by (and if not paid, shall become a lien upon the Unit of) the Unit owner of the vehicle in the same manner as provided in Article XI for non-payment of assessments.
- J. There shall be no playing, lounging, parking or baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements except as permitted by the rules & regulations of the Association.
- K. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, exploration or otherwise shall be conducted, maintained or permitted in any Unit, except as hereinafter provided.

- L. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on any of the Common Elements, Limited Common Elements or Units excepting for spaces specifically provided for such signs as shall be designated by the Association and the right is specifically reserved by the Developer to place "For Sale" or "For Rent" signs in connection with any unsold or unoccupied Unit it may from time to time own and the same right is reserved to any Institutional Mortgages which may become the owner of a Unit.
- M. The Unit restrictions in paragraphs A through L of this Article XIX shall not, however, be construed in such a manner as to prohibit a Unit owner from: (i) maintaining his personal professional library therein; (ii) keeping his personal business or professional records or accounts therein; (iii) handling his personal business or professional telephone calls or correspondence therefrom; or (iv) maintaining his personal computer system. Such uses are expressly declared customarily incident to the principal resident use and not in violation of paragraphs A through L of this Article XIX.
- N. The Association may, from time to time, promulgate such other Rules and Regulations with respect to the Condominium as it determines to be in the best interests of the Condominium and the Unit Owners.
- O. Notwithstanding the other provisions of this Declaration, the occupancy and use restrictions of this Article XIX, shall not apply to Developer. Developer reserves and its nominees shall have the right to enter into and transact on Condominium Property any business necessary.