

**THE ESTATES OF ROYAL PALM BEACH HOMEOWNERS ASSOCIATION, INC.**

c/o First Service Residential.  
 3461-B Fairlane Farms Road  
 Wellington, FL 33414  
 (561) 795-7767 Fax (561) 793-8606

**Residency Application**

Lease

Sale

<b>Proposed closing date:</b>		<b>Lease begin date:</b>		<b>Lease end date:</b>	
1. Address of property					
2. Current Owner(s)					
3. Tenant(s) list the names of all persons residing in the unit and their date of birth				DOB:	
				DOB:	
				DOB:	
				DOB:	
4. Current address(s) of tenant(s)					
5. Phone numbers of tenant		Home Cell Phone #		Work	
		Home Cell Phone #		Work	
6. Emergency contact(s)		Relationship		Phone	
		Relationship		Phone	
7. Employer(s)		Name		Phone	
		Address			
		Name		Phone	
		Address			
8. Have any of the prospective tenants ever been convicted of a criminal offense: ___ No ___ Yes. If yes then please explain: _____					
9. Vehicle(s)		Year	Make	Model/Color	Tag #
10. Pet(s)	Type		Quantity		Size
	Type		Quantity		Size
Realtor (if applicable)		Name			
		Firm			Phone

**APPLICATION MUST BE SUBMITTED 15 DAYS PRIOR TO LEASE AND MUST BE COMPLETE AND ACCURATE**

Incomplete applications will be rejected.

The information provided in this Application is true and complete. Any misstatement or omission of fact on this application may result in the rejection of my application.

Date	Signature
Date	Signature
Date	Signature
Date	Signature

Please return the completed and signed application with the following:

- 8. **Check made payable to First Service Residential. for \$50.00 for application processing fee.**
- 9. **Complete legible copy of the sale contract or lease.**
- 10. **Applicant needs to initial each page acknowledging they have read and understand the entire Residency Application package.**


RULES AND REGULATIONS  
OF  
THE ESTATES OF ROYAL PALM BEACH

NOTE: Unless otherwise stated, all terms used herein shall have the same meanings as are ascribed to such terms in the Amended and Restated Declaration of Protective Covenants of The Estates of Royal Palm Beach recorded in Official Records Book 10121, Page 1449, of the Public Records of Palm Beach County, Florida (the "Declaration"). The terms and provisions of the Declaration shall control over any conflicting or inconsistent rules and regulations contained herein, and the terms and conditions of the Declaration are hereby incorporated herein for all intents and purposes as if set forth herein at length. The Estates of Royal Palm Beach Homeowners' Association, Inc. (the "Association"), acting through its Board of Directors (the "Board") has adopted the following Rules and Regulations:

1. No business activity shall be conducted upon a Parcel which results in increased traffic (persons or vehicles) coming to the Parcel and which activity is of a wholesale, repair or retail nature.

2. Leashed pets shall be permitted upon the Common Areas so long as the Owner shall immediately clean up any mess left by the pet.

3. Each Owner shall have the obligation, at his or her sole cost and expense, to maintain the Association property between the sidewalk and the street in front of each Parcel in a safe, clean, operable and attractive condition at all times.

4. No garage sales or yard sales are permitted on the Property.

5. Without the prior permission of the Association, no contractor or worker employed by an Owner other than Declarant shall be permitted to do any work in any Parcel (except for emergency repairs) between the hours of 6:00 P.M. and 8:00 A.M., or on Sundays or legal holidays if such work is likely to disturb other Parcel Owners.

6. No dirt or other substance or material shall be swept or thrown into or onto any portion of the Property.

7. No clothes or towels shall be hung from any window or balcony, nor shall any rugs, mats, bedding or other item be shaken from any window, door or balcony.

8. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted on any portion of the Property.

9. No employee of the Association shall be requested by any Owner to perform any personal service for any Owner not in the line of duties prescribed for such employee by the Association. The Board of Directors shall be solely responsible for directing and supervising

employees of the Association.

10. No disturbing noises, either within the Parcels or on the Property which would interfere with the rights, comfort or convenience of Owners, shall be permitted or allowed.

11. No sign of any kind shall be displayed to the public view on a Parcel without the written consent of the Association, except one professionally prepared sign of reasonable and customary size indicating that the Parcel is for sale, and any sign used by a builder related to the development and sale of Parcels.

12. All parking regulations and traffic regulations and safety rules from time to time posted or promulgated by the Association shall be obeyed.

13. No tent, trailer, shed or other structure of a temporary character shall be permitted on a Parcel at any time, other than construction sheds and trailers used to facilitate ongoing construction upon a Parcel and only with the prior written permission of the Association.

14. Each Owner shall be held accountable for any violation of these rules by a family member, guests, visitors, invitees, licensees, tenants (whether or not in residence), agents or employees of the Owner.

15. Any consent or approval required of the Association by these Rules and Regulations must be in writing to be effective, and may be conditioned on such matters as the Association deems appropriate.

16. These Rules and Regulations may be amended, supplemented, modified, repealed, and superseded by the Board of Directors, and the Association reserves the right to alter, amend, modify, repeal or revoke these Rules and Regulations and any consent or approval given hereunder at any time by resolution of the Association or Board of Directors.

THE ESTATES OF ROYAL PALM BEACH  
HOMEOWNERS' ASSOCIATION, INC.

(iii) Covenanting and promising to perform each and every one of the covenants, promises and undertakings to be performed by the Owner under said documents; and,

(iv) Ratifying, confirming and approving each and every provision of said documents, and acknowledging that all of the terms and provisions thereof are reasonable.

#### ARTICLE IV

##### GENERAL COVENANTS

Section 4.1 General. No improvement of any kind shall be commenced, constructed, installed, erected, or placed within the Property, and no completed improvement shall be altered or changed in any manner, and no construction plans shall be submitted to the Village (or any other governmental authority or agency) until all required approvals have been obtained under this Declaration.

Section 4.2 Residential Use. Each Parcel shall be used exclusively for residential purposes, and no business activity shall be conducted upon a Parcel; provided, however, that Declarant and any Builder shall be entitled to engage in business activities related to the development and sale of Parcels within the Property. The maximum number of occupants of a Parcel shall not exceed 2 persons per bedroom (for example, the maximum number of occupants of a 2-bedroom dwelling unit shall be 4).

Section 4.3 Governmental Regulations. The use of the Property (or any portion thereof) shall be in compliance with all applicable governmental land use, zoning, and environmental regulations and the terms of this Declaration. Except as provided under Article XIII herein, any change to, or variance from, any governmental land use or zoning regulation applicable to any Parcel must be approved in writing by the Association.

Section 4.4 Subdividing, Platting, Combining Parcels. No Parcel shall be (i) replatted, (ii) reduced in size, or (iii) combined with another Parcel for purposes of development, without the prior written approval of the Association, except for changes made by Declarant pursuant to Article XIII herein.

Section 4.5 Trash and Garbage. All garbage and trash containers, and bottled gas tanks, shall be located at the rear of the dwelling and shall be installed underground or within a completely walled-in area which is not visible from anywhere outside of the Parcel.

Section 4.6 Pets. No pets shall be permitted to be kept within or upon a Parcel, except (i) fish, (ii) domestic birds, (iii) up to two (2) domestic household dogs, and (iv) up to two (2) domestic household cats. Permitted pets shall be kept only under the Rules and Regulations adopted by the Board of Directors; provided however, (i) that no permitted pet shall be kept, bred or maintained for any commercial purpose, (ii) that no permitted pet shall be allowed outside of an Owner's Parcel unless said pet is on a leash or in a cage, and (iii) that any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from The Estates of Royal Palm Beach upon three (3) days written notice from the Board of Directors. Pets shall not be permitted upon the Common Areas except pursuant to Rules and Regulations adopted by the Board of Directors. The Owner shall indemnify and hold the Association and the Declarant harmless from and against any loss, damages or liability of any kind or character whatsoever incurred by the Association or the Declarant as a result of any act or actions by the Owner's pet(s).

Section 4.7 Clothes Lines. No outdoor clothes drying lines or related facilities shall be allowed except when located in the rear yard of the Parcel.

Section 4.8 Nuisance. No noxious or offensive activity shall be allowed on any portion of the Property, nor shall anything be done that is or may become a nuisance or annoyance to the other members of the Association; provided however, that Declarant and any Builder shall be entitled to engage in activities related to the development and sale of the Property and/or portions thereof.

Section 4.9 Exterior Appearances. No aluminum foil may be placed on windows or glass doors, except for aluminum foil that is used as a part of a security system.

Section 4.10 Vehicles.

(a) No vehicle shall be parked within the Property in any place other than a driveway or a garage, subject to the additional restrictions set forth below. This provision shall not apply to vehicles making deliveries within the Property, or to vehicles being used in on-going construction within the Property.

(b) The parking of any vehicle rated more than one-half (1/2) ton capacity is expressly prohibited within the Property. This provision shall not apply to vehicles making deliveries within the Property, or to vehicles being used in on-going construction within the Property.

(c) The parking of motorcycles, vans (except "passenger" vans as defined below), golf carts, campers, recreational vehicles, motor homes, trailers, pickups, commercial vehicles (including, but not limited to, any vehicle displaying any form of lettering or design relating to a business or a hobby, or any vehicle which has been altered to include ladders, racks, bins or other modifications relating to a business or hobby), or similar vehicles rated one-half (1/2) ton or more is expressly prohibited within the Property, unless such vehicles are parked within a

garage at all times. This provision shall not apply to vehicles making deliveries within the Property, or to vehicles being used in on-going construction within the Property.

(d) For purposes of this Section, "passenger" vans are defined as vans (1) with fixed and secured seating for a minimum of six (6) people and a maximum of nine (9) people at all times, (2) which are not used for commercial purposes at any time, (3) which have no exterior lettering, and (4) which are not used at any time for any purpose other than transporting passengers.

(e) All vehicles parked in the Property shall be in good condition and repair.

(f) No mechanical or repair work shall be performed within the Property on any vehicle, unless such work is performed entirely within a garage.

Section 4.11 Boats and Trailers. No boats, trailers, recreational-type vehicles, or similar property shall be stored within the Property, unless stored within a garage.

Section 4.12 Prohibited Structures. No structure of a temporary character, trailer, tent or shack shall be erected or placed within a Parcel at any time, provided, however, that with the prior written permission of the Association, construction sheds and trailers used to facilitate on-going construction may be located upon a Parcel during the active pursuance of a course of construction upon the Parcel. Further, no solar heating system, basketball hoops and supports, antennas, and/or satellite receiving facilities (except for antennas and/or satellite receiving facilities not visible from another Parcel or the street and no larger than eighteen inches (18") in diameter) shall be permitted within or upon any Parcel without the prior written approval of the Association.

Section 4.13 Garage. A garage shall remain a garage, and shall not be converted for other uses.



Section 4.14 No Interference With Construction. No Owner shall interfere with any of Declarant's construction activities.

Section 4.15 Public Land Use Regulations. The minimum standards, rules, and regulations of any applicable governmental body, board, agency or the like shall be complied with by each Owner (subject to Article XXV herein). In addition, in the development, use, and operation of a Parcel, an Owner must comply with all applicable governmental permits pertaining to the development, use, and operation of The Estates of Royal Palm Beach as a whole, including those permits issued by governmental bodies, districts, boards, departments and agencies.

Section 4.16 Insurance. No acts or activities shall be undertaken upon a Parcel which causes an increase in the cost of insurance for the Common Areas or any other Parcel; provided however, this provision shall not preclude Declarant or any Builder from engaging in acts or activities related to the development and sale of the Property and/or portions thereof.

Section 4.17 Curing Contamination. An Owner, at his or her cost and expense, shall take immediate action to remedy and cure any contamination of, or harm to, The Estates of Royal Palm Beach's or other entities' sewer, water, lakes, and/or drainage systems, to the extent that such contamination or harm arises out of the Owner's (or other occupant's) use or operation of Owner's Parcel.

Section 4.18 Signs. No sign shall be installed or placed upon a Parcel without the prior written approval of the Association; provided, however, that Declarant and any Builder, without the Association's approval, shall be permitted to install signs on their respective properties relating to the development and sale of Parcels within The Estates of Royal Palm Beach (subject to Section 4.1 above and Section 4.21 below).

Section 4.19. Vacant Parcels. Any Parcel not properly maintained by an Owner shall be subject to routine maintenance by the Association (or any person designated by the Association) in the event that such Parcel is deemed by the Association to be a nuisance, eyesore, health hazard, or environmental problem, and the Owner of such Parcel shall be obligated to reimburse the Association, upon demand by the Association, for the costs and expenses incurred by the Association with respect to such maintenance. The Association shall have a continuing lien against the Owner's Parcel for the costs and expenses incurred by the Association under this Section 4.19.

Section 4.20. Cable Television. Each Owner understands and agrees that Declarant or the Association has entered into, or may enter into, agreements with a cable television operator(s) or provider(s), whereby such operator(s) or provider(s) is (are) granted the exclusive right to own and operate a cable system and the exclusive right to provide cable service within The Estates of Royal Palm Beach. The Association shall have the power to assess Owners for the costs and expenses related to the furnishing of cable television services to Owners.

Section 4.21. Improvements. Each Owner and the Association understands and agrees (i) that no improvements (including, but not limited to, any building, dwelling, structure [whether permanent or temporary], fence, sign, paved area, exterior lighting, site furniture, exterior mechanical equipment, drainage facility, water retention facility, sewage system, water system, road, parking area, lake, and/or landscaping) shall be commenced, constructed, installed, erected, or placed upon or within the Property, (ii) that no amendment, change or alteration of any Improvement shall be made (except for such amendments, changes or alterations not visible from outside of the dwelling and not creating any aesthetic impacts upon the Property), and (iii) that no construction plans of any type shall be submitted to the Village or any other governmental agency

or authority, until such time as the design plans with respect thereto have been approved in accordance with this Declaration.

Section 4.22 Rules and Regulations. Each Owner and Parcel shall be subject to any rules and regulations (governing the use, maintenance, and operation of the Property) adopted by the Board of Directors pursuant to the Bylaws; provided, however, that for so long as Declarant has any Voting Rights, no rules or regulations shall be adopted or amended without Declarant's prior written approval.

Section 4.23 Restrictions on Use of Lakes and Waterways. All lakes, ponds, canals and other waterways within the Property are part of the stormwater management system of The Estates of Royal Palm Beach. No person shall use any part or portion of the stormwater management system for in-water recreational purposes including, without limitation, swimming, boating or fishing. No docks, piers or floats of any type shall be erected, installed or utilized in part or portion of the stormwater management system.

## ARTICLE V

### COMMON AREAS

Section 5.1 Description. All real property (and improvements thereon) owned by, or dedicated by plat to, the Association shall constitute the "Common Areas." The Association shall accept the interest in and to all property conveyed and/or dedicated to it by the Declarant. Not later than the date upon which the Declarant conveys the last Parcel to an Owner, the Declarant shall convey all of its right, title and interest in the Common Areas to the Association by a quit-claim deed. The Association shall accept title and possession of the Common Areas in the then-existing condition, without any right of setoff or recourse against the Declarant.