

MARKHAM “O” CONDOMINIUM ASSOCIATION, INC.

Community Handbook

And

House Rules and Regulations

Managing Agent:

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INTRODUCTION

Markham "O" Condominium Association, Inc. a Florida Corporation, is a private condominium community. The community is overseen by your Board of Directors.

The UNIT OWNER(S) elect their Board of Directors of the community. Directors hold annual terms, with an election occurring each January at an annual meeting of the Board. Special meetings of the Board may be called if needed. The Board of Directors elect the officers of the CONDOMINIUM.

Your Board of Directors meet regularly to address community issues, and it holds open meetings with the homeowners.

Your Board of Directors maintain the common areas and recreational facilities of the community, and establishes rules to enhance and perpetuate property values, as well as enhance the quality of life for the homeowners and residents.

Your Board of Directors have approved the rules set forth in this Handbook. These rules are in accordance with the community's legal governing documents. They are mandatory limitations on individual ownership privileges. All residents, renters and their guests are expected to adhere to the rules. Your Board of Directors may make changes to these rules from time to time.

Comments to the Board of Directors – If you have a comment or suggestion about the Board's policies, the following procedure is recommended: document your comment or suggestion in writing and send it to the Managing Agent who will copy it to all Directors. It will be discussed at the next Board meeting. The Managing Agent or a Director will contact you after your concern has been addressed.

Common Property and Individual Property – The individual homeowner owns the dwelling UNIT, from the sheetrock inward. The homeowners are also responsible for maintaining their rear patio, and all doors and windows. The remainder of the property including the exterior of the buildings, the parking area, and lawns are common property.

MANAGING AGENT

Day-to-day operations of the community are administered by our Managing Agent, who acts as an agent for your Board of Directors.

The Managing Agent performs the following main functions:

- Acting as a communications channel between homeowners and the Board.
- Providing management assistance (such as bookkeeping) to your Board of Directors.

Homeowners should send all inquiries, complaints, etc. directly to the Managing Agent. Communication can be via telephone, mail, or e-mail. The telephone has automated voice response available 24 hours a day.

Communications that are related to services that the Managing Agent normally manages will be handled without contacting the Board of Directors in advance, but a copy of the action taken is provided to the Board at its next scheduled meeting.

Other items will be provided to the Board for discussion at its next scheduled meeting. Your Board of Directors establish policy and handle special cases, and it directs actions of the Managing Agent.

If you are dissatisfied with the actions of the Managing Agent, document your concern in writing and send it to the Managing Agent. The Managing Agent will copy it to all your Directors. It will be discussed at the next Board meeting. A Director will contact you after your concern has been addressed.

The members of your Board of Directors are unpaid volunteers. Please respect their privacy and allow them to enjoy peace and quiet by directing all communications to the Managing Agent.

The address and telephone number of the Managing Agent is on the cover of this document.

COMMON ELEMENTS

1. All portions of the Markham "O" Condominium, including the land, sidewalks, and any other portion of the common elements shall not be obstructed, littered upon, defaced, or misused in any manner.
2. UNIT OWNERS, or such other persons for whose conduct they are responsible, shall be liable for all damage to the common element and the property of the CONDOMINIUM.
3. UNIT OWNERS shall not construct, erect, or place a structure of any kind, including but not limited to sheds, children's play ensembles, etc. in or about the CONDOMINIUM without prior written consent of your Board of Directors.
4. UNIT OWNERS shall not add, remove, replace, and / or change landscaping in or about the CONDOMINIUM without prior written consent of your Board of Directors.
5. No UNIT OWNER or any Agent of a UNIT OWNER may display a "For Sale", "For Rent", or other similar sign anywhere in or on the common elements, or in windows and doors of the UNIT itself.
6. There shall be no obstruction to the common elements, nor shall anything be temporarily or permanently placed upon, stored in, or affixed to the common elements without the prior written consent of your Board of Directors, unless expressly permitted by the Rules & Regulations.
7. Nothing shall be done, kept in any UNIT, or in or upon the common elements, which shall increase the rate of insurance of any building in the CONDOMINIUM or the contents thereof beyond the present rates applicable to the Condo, without the prior written consent of your Board of Directors. No UNIT OWNER shall permit anything to be done, kept in their UNIT, in or upon the common elements, which result in the cancellation of insurance of any building, or common area in the CONDOMINIUM, or contents thereof, or which will be in violation of any law.
8. No noxious or offensive activities shall be carried on, in, or upon the common elements or in any UNIT, nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to other residents in the community.
9. Loud or offensive noises are not permitted anywhere in the community. These include, but are not limited to voice, TV, stereos, musical instruments, motor vehicles, and motorcycles. 'Quiet Time' in Markham O is between 10:00 pm and 8:00 am, no exceptions, please be courteous to your fellow neighbors especially during this time.
10. Nothing shall be done which shall impair the structural integrity of any building or which will structurally change the building.
11. There shall be no feeding of geese, ducks, fish or any other animals or wildlife in the community or on the common area.
12. Winter Holiday lights and decorations placed in, on or around any common area may not be installed prior to Thanksgiving and must be removed no later than January 15TH.
13. Smoking shall NOT be permitted in the Common Areas. Smoking shall be permitted on the patios or balconies or in the UNITS. However, if smoking by any UNIT OWNER, Resident or Guest is deemed a nuisance by your neighbor(s) your Board of Directors, may impose fines or take other legal action as permitted by this Declaration or by Florida Statutes on any UNIT OWNER or UNIT in violation.

RESTRICTIONS ON OCCUPANCY AND USE OF UNITS

1. No immoral, improper, offensive, or unlawful use shall be made of the Condo or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Owners, their families, employees, guests, and renters shall not use or permit the use of UNITS in any manner that would be illegal, disturbing, or a nuisance to other owners.
2. All UNITS shall be for single-family residence purposes only.
3. No business, trade or profession shall be conducted in any UNIT. No exterior signs shall be erected or displayed near any UNIT.
4. All owners are responsible for the maintenance and repair of their homes in a timely manner, at their own expense, which if omitted would negatively affect the CONDOMINIUM, common areas, or another individual UNIT. Owners are expressly responsible for all damages and liabilities that failure to undertake proper maintenance or repair may engender.
5. Owners shall not penetrate, in any manner, the two-hour core wall "firewall" which separates his or her UNIT from any adjoining UNITS.
6. Owners shall not make any inside structural modifications to any UNIT or other alterations that would impair the structural soundness of their UNIT without prior written consent of your Board of Directors.
7. Owners/Occupants shall not paint the exterior surfaces of the walls, windows, and doors opening out of their UNIT, without prior written consent of your Board of Directors.
8. Owners/Occupants may not place or store items on back patios that is deemed combustible. Owners are permitted to have only patio furniture and non-combustible items on the rear patios.
9. Owners/Occupants are **NOT** permitted to use charcoal grills anywhere within our community. All propane barbecue grills must be placed at least 25 feet away from the exterior of the outside of their UNIT as per the City of Deerfield Beach Fire Marshall.
10. No fences shall be erected in the CONDOMINIUM without prior written consent of your Board of Directors.
11. Owners/Occupants are not permitted to erect television antennas or satellite dishes on the exterior of their UNIT or on the common elements without prior written consent of your Board of Directors.
12. Owners/Occupants are prohibited from putting any advertisements and/or posters of any kind on or about the CONDOMINIUM without prior written consent of your Board of Directors.
13. Owners/Occupants are prohibited from hanging flowerpots, etc. from the windows or from any building in the CONDOMINIUM or to string clotheslines on or over the common elements.
14. No owner or occupant shall burn, chop, or cut anything on, over, and above the common elements.
15. Draperies, blinds, curtains or other window coverings must be installed by each owner on all windows and must always be maintained. The portion of the covering visible from the outside must be consistent with and may not detract from the architectural design of the buildings.
16. No clothes poles, lines or clothes trees shall not be installed or maintained, nor shall any laundry or other things be hung out to dry outside of any UNIT.
17. Census forms will be distributed annually. They must be returned within 30 days. If not returned fines will be assessed.
18. A copy of your front door key(s) must be presented to your Board of Directors so that in the event of an emergency, or a maintenance issue, your Board of Directors will have access to your UNIT. Prior notice must be given at least 48 hours prior to any maintenance issues pertaining to your UNIT.

USE OF UNITS IN ABSENSE OF THE OWNER OR OCCUPANT

1. Each UNIT OWNER or resident shall notify the ASSOCIATION of any periods of time during which their UNIT becomes unoccupied. As used only in this Article, the term, "unoccupied" is defined to mean any intended absence of all permanent residents of their UNIT, for a period in excess of thirty (30) days. In the event a UNIT is left "unoccupied," said UNIT OWNER or resident shall follow proper check-out procedures as promulgated by your Board of Directors from time to time, including having their UNIT inspected every two (2) weeks by a person designated for such purposes. The name and contact information of the designated party should be given to the ASSOCIATION for purposes of an emergency. Further, the ASSOCIATION shall be left a copy of a duplicate key for their UNIT for emergencies.
2. The only Guests which may occupy a UNIT in the absence of the host (Unit Owner or Resident) are Related Guests; no other Guests may do so. Owners must notify their Board of Directors of any guests that will occupy their UNIT, either in their presence or in their absence, prior to arrival. Notwithstanding the definition of "occupy" in any previous provisions above, "occupy" in this provision means use of their UNIT for any duration. A "Related Guest" is a Guest who is related to the host as parents, grandparents, children, grandchildren, parents in law, brothers and sisters, and in each case the spouse of such relative.
3. This provision shall not preclude the use of their UNIT by persons or firms providing service to their UNIT.
4. Guests may not remain on the premises for more than fourteen (14) consecutive days or thirty (30) cumulative days in a year without the express approval of their Board of Directors, who shall have the right to screen said guests as though they were tenants, and who shall further have the right to deny Guests.
5. The term "absence" of the host shall mean where the host is not present overnight along with the Guest or person in question.

LEASING RESTRICTIONS

1. Markham "O" shall allow leasing of UNITS for a minimum amount of three (3) months and only during the months of November 1 through April 30.
2. The leasing of UNITS shall be for single-family purposes only. No UNIT shall be occupied by more than two persons per bedroom except for temporary guest occupancy subject to the provisions hereof and the rules and regulations of the ASSOCIATION as amended from time to time.
3. No portion of a UNIT (other than the entire Unit) may be rented, and no transients shall be accommodated. Subleasing is prohibited. If two (2) unrelated parties intend to occupy a UNIT under a lease, both parties must be named in the lease, and shall be jointly and severally liable thereunder.
4. No tenant may permit a guest to reside on the premises for more than seven (7) days within a calendar month unless written permission is obtained from the Board.
5. The Board shall have the power to promulgate RULES AND REGULATIONS regarding leasing restrictions from time to time. All occupants residing in a UNIT for more than thirty (30) days, regardless of whether he is a guest, shall be deemed a tenant and is required to comply with the lease approval process. All leasing provisions apply to any type of occupancy for which consideration has been paid, including, but not limited to occupancy pursuant to a license.
6. DEPOSITS: The ASSOCIATION shall have the right to require of all tenants that they deposit in escrow with the ASSOCIATION a sum not in excess of one (1) month's rent, or such greater amount allowed by law from time to time, which may be used by the ASSOCIATION to repair any damage to the COMMON ELEMENTS or property owned by the ASSOCIATION resulting from acts or omissions of tenants or their family members, guests, invitees or licensees (as determined in the sole discretion of the Board).
7. Regardless of whether or not expressed in the applicable lease, all UNIT OWNERS shall be jointly and severally liable with their tenants to the ASSOCIATION to affect such repairs or to pay any claim for injury or damage to property caused by the negligence or intentional act or omission of the tenant or his/her family member, guest, invitee or licensee, or for the acts and omissions of the tenant(s) or his/her family member, guest, invitee or licensee, which constitute a violation of, or non-compliance with, the provisions of the DECLARATION or of any of the rules and regulations of the ASSOCIATION. Payment of interest claims against the security deposit, refunds, and disputes related to the deposit shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes, as amended or renumbers from time to time.

PETS

1. No pets shall be kept or harbored on the CONDOMINIUM Property under any circumstances. No other animals shall be kept or harbored on the CONDOMINIUM Property without the written consent of your Board of Directors. Owners that already have a cat are grandfathered in and may keep their cat, but once their cat dies, the owner can NOT get another cat or pet.
2. In no event may any more than 1 dog (weighing 35 lbs. or less) or 1 cat in the aggregate shall be permitted in any unit.
 - A. In no event shall outdoor pens, cages, or dog runs (including yard stakes) be permitted on the common elements.
 - B. No pet shall be left unattended on the patio, or walkway of any UNIT at any time.
 - C. No pet may be brought into the community without written permission of your Board of Managers.
2. Dogs must be licensed with the City of Deerfield Beach with proof of rabies vaccination. A copy of the license and the rabies certificate shall be submitted to your Board of Directors.
3. No pet may be walked, trained, or allowed to roam leashed or unleashed on any common area.
4. It is not permitted to use sewers for the disposal of droppings or kitty litter.
5. Owners/Occupants may not permit their pets to relieve themselves in, or on the grassy common areas, the flowerbeds, mulched wood chipped areas, or sidewalks. It is preferable that all pets be walked on the grass area closest to Century Blvd. When walking pets, all owners must clean up and dispose of droppings in a proper manner and in accordance with the Florida State Pooper-Scooper Laws.
6. If droppings, or urination stains burn the common grass areas around your UNIT, your Board will assume that the owner's (or occupant's) pet did the damage. Your Board will have the area around that UNIT cleaned and re-landscaped at the owner's expense. The owner will also be expected to pay all appropriate fines.
7. Pet owners are responsible for the actions of their pets in Markham "O" and shall hold your Board of Directors and management company harmless against loss or liability for the pet's actions.
8. Owners/Occupants are responsible for the actions of any pets brought into the community by their guests.

Pursuant to all applicable Federal and State laws, a UNIT OWNER or resident may make a request to the ASSOCIATION for a reasonable accommodation to the foregoing animal restrictions, in order to maintain an emotional support/service animal in a UNIT, provided that the requesting owner or resident submits documentation from a qualified health professional that demonstrates sufficient connection between how the identified disability of the owner/resident impairs a major life activity, and the specific manner in which the animal will allow the owner/resident an equal opportunity to use and enjoy his or her UNIT and assist in treating the disability. An owner/resident desiring to maintain an emotional support/service animal must obtain the approval of the BOARD prior to bringing the animal to the CONDOMINIUM and must fill out and return in a timely manner any application or other forms as required by the ASSOCIATION. Any animal causing a nuisance or unreasonable disturbance shall be permanently removed from the property within twenty-four hours upon written notice from the B.O.D.

PARKING

1. Each UNIT OWNER has an exclusive right to use their one assigned automobile parking space and only one vehicle shall be permitted per UNIT.
2. Parking spaces are assigned Limited Common Elements. Owners are not permitted to park in guest parking spaces.
3. Your Board of Directors shall have the power to promulgate reasonable Rules & Regulations regarding Common Element Parking from time to time.
4. There is to be no parking on the roadway or common elements, or anywhere that is not a marked parking stall. There is no parking of vehicles sideways in unit driveways at any time.
5. Repair of motor vehicles in the roadway, and/or parking stalls in the CONDOMINIUM is strictly prohibited.
6. Washing of your vehicle is strictly prohibited within Century Village East.
7. Parking or storage of any boat, trailer, camper, RV, PTT, bus, or any commercial vehicle anywhere on the CONDOMINIUM property is prohibited.
8. All motor vehicles must obey 15 MPH speed limit posted along roadways, as well as all other signs posted throughout the community.
9. Use of handicapped parking spaces requires a valid handicapped parking permit. The permit must always be hanging from the rear-view mirror and visible while in the handicapped spot.
10. Vehicles without current license plates and/or inspection stickers, or which are inoperable, are prohibited from being left anywhere on the community grounds. Any vehicle such as those described or that are in violation of the CONDOMINIUM by-laws may be removed at the owner's expense by your Board of Directors.
11. With prior consent of your Board of Directors, storage pods may be parked in your assigned parking stall for a maximum of one week upon move-in or move-out. Storage pods may also be utilized in the event of unit renovation but must be removed within one week of project completion. Storage pods may not be kept on any other common element.

SALE OR LEASE OF UNITS

1. In order to provide an orderly procedure in the case of title transfers, and to assist in the maintenance of a current roster of UNIT OWNERS, each UNIT OWNER shall give their Board of Directors timely notice of his or her intent to list their UNIT for sale. Prior to the closing of title, the UNIT OWNER shall forthwith notify your Board of Directors of the names and mailing addresses of the purchasers.
2. It is mandatory that, prior to the sale or lease of any UNIT, a prospective buyer or renter be encouraged to meet with your Board of Directors to discuss these Rules and Regulations.
3. Leases:
 - A. Except as hereinafter provided, no UNIT shall be leased by the owners thereof or otherwise utilized for transient or hotel purposes, which shall be defined as a rental for any period less than 3 months or any rental of the occupants of their UNIT are provided customary hotel services, such as room service for food and beverages, maid services, furnishing laundry, linen, and bellboy service. Notwithstanding the foregoing, no UNIT OWNER may rent a UNIT for any period of more than 6 months to any bona fide contact purchaser thereof. No UNIT OWNER may lease less than an entire UNIT or may lease the UNIT to more than 4 adults, all must be related to one another. "Occupants" those deemed as residing in Markham "O" without a monetary lease contract is forbidden.
 - B. Other than the foregoing obligations, owners shall have the right to lease same provided that either said lease is in writing, and a copy is submitted to your Board of Directors. Otherwise, in lieu of a lease, a Markham "O" tenant census form together with an application package and any fees required by the Board of Managers, is made subject to and incorporates all provisions of the Declaration, by-laws of the Association, and these rules and regulations with language approved by your Board of Directors in advance and provided further that any failure of the lease to fully comply with the terms and conditions of such documents shall be a default under the lease. A fully executed lease shall be submitted to your Board of Directors within 10 days of execution by all parties. All owners must also submit a valid City of Deerfield Beach renters permit before renting the UNIT. A copy must be given to your Board of Directors.
 - C. If the tenant of the UNIT fails to comply with the provisions of our Declaration, By-Laws, or these Rules and Regulations then, in addition to all other remedies which it may have, your Board of Directors shall notify the UNIT OWNER of such violation(s) and demand that the same be remedied within 30 days. The UNIT OWNER shall immediately thereafter, at his or her own expense, institute and diligently prosecute an eviction action against his or her tenant because of such violation(s). Such action shall not be comprised or settled without the prior written consent of their Board of Directors. In the event the owner fails to fulfill the foregoing obligation, then their Board of Directors shall have the right, but not the duty, to institute and prosecute such actions as attorney-in-fact for the owner at the owners' sole cost and expense, including legal fees incurred. Said expense shall be deemed to constitute a lien on the UNIT involved, and collection thereof may be enforced by their Board of Directors in the same manner as their Board of Directors are entitled to enforce collection of common charges.
 - D. When an owner rents his/her UNIT, the renter assumes all rights and privileges of the owners including, but not limited to, trash/recycling collection. Therefore, the owner relinquishes his or her rights and privileges of the CONDOMINIUM.

INSTRUCTIONS FOR SALE OR LEASE OF YOUR UNIT

1. Instructions for Sale or Lease of your UNIT.
 - a. Complete a Century Village Deerfield Beach Application (A community for fair housing for age 55 and older).
 - i. Purchaser's Information
 - ii. Bank Reference
 - iii. Social References
 - iv. Proof of Age (Photocopy of Birth Certificate, Voter Registrations or Driver's License)
 - b. Application for Consumer Credit Report
 - c. Application for Background Investigation
 - d. Census Form
 - e. Interrogatories to be answered by prospective purchaser(s) / Lessee(s) / Occupant(s)
 - f. UNIT OWNER'S Personal Data Sheet
 - g. Partial List of CVE Rules & Regulations to be reviewed and signed
 - h. Disclosure of our Three Mandatory Common Charges Monthly Payments
 - i. CVE Master Management Company, Inc.
 - ii. CenClub
 - iii. Seacrest Services, Inc.
 - i. Voting Member Certificate
 - j. Residential Contract for Sale and Purchase
 - k. Credit Report
 - l. An onsite or via SKYPE / FACETIME / ZOOM Personal Interview with the Markham "O" Board of Directors prior to a Certificate of Approval will be issued.

No UNIT OWNER may dispose of a UNIT or any interest in a UNIT by lease without approval of the lessee by the ASSOCIATION. No lease may be made for less than a three (3) month consecutive period and the Unit may only be leased during the months of November 1 through April 30, nor shall any transient accommodations be provided. A Unit may not be leased more than one (1) time per year. The minimum length of ownership required prior to leasing is two (2) years unless there is a hardship for death, illness or loss of job, at the discretion of the BOARD OF DIRECTORS.

When a UNIT is leased, a tenant shall have all use rights in the CONDOMINIUM PROPERTY otherwise readily available for use generally by UNIT OWNERS, and the UNIT OWNERS shall not have such rights except as a Guest. The BOARD OF DIRECTORS of the ASSOCIATION shall have the right to adopt RULES AND REGULATIONS to prohibit dual usage by a UNIT OWNER and a tenant of the CONDOMINIUM Property otherwise readily available for use generally by UNIT OWNERS. It shall be the responsibility of the transferor of a UNIT to transfer to transferee all the CONDOMINIUM Documents originally provided to said transferor.

FINES, LIENS, VIOLATIONS, AND LATE PAYMENTS

1. If an owner fails to pay any common charges for 3 months, your Board of Directors shall file a claim of lien. Thereafter, if the lien is not satisfied within 3 months of notice or recording, your Board of Directors shall proceed to foreclose on the lien. In any such action, your Board of Directors shall be entitled to recover attorney's fees, costs of suit and any accrued interest.
2. Your Board of Directors may maintain suit against a delinquent owner to recover a money judgement or any unpaid expenses and/or assessments without foreclosing or waiving the lien securing it.
3. Unless otherwise stated herein, any resident of the CONDOMINIUM found to be in violation of these rules and regulations (owners are responsible for their tenants) will be fined to the following schedule:
 - i. \$50.00 First Violation
 - ii. \$75.00 Second Violation
 - iii. \$100.00 Third or more Violations

An owner will have 15 days from receipt of the notice to rectify the violation. If the matter is not resolved, additional fines will accrue every 15 days on the above schedule.

4. Any fine, assessment or charge by the CONDOMINIUM that is not received by the Board within 20 days of its due date shall obligate the UNIT OWNER to pay a late fee of \$35. If the Board receives the assessment or charge more than 30 days after its due date, the late payment fee shall be \$70 per month thereafter. Should fines, late fees or other charges reach \$600 or higher and remain unpaid, a lien will be placed on the UNIT and the owners will be responsible for payment of late fees, lien filing fees and attorney fees in addition to the lien amount.
5. Any fine levied against an owner shall be a common expense to the owner involved, and collection may be enforced by your Board of Directors in the same manner that the Board is entitled to enforce collection of common charges.

EXTERIOR MODIFICATIONS

1. The following modifications require the approval of the CONDOMINIUM:
 - A. A patio or other addition or modification to the exterior of the dwelling.
 - B. Planting or any addition or modification to the common elements.
2. No work may begin before written approval is received. A modification made without approval will be subject to a \$500 fine and removal of the modification and restoration of the site at the owner's expense.
3. CONDOMINIUM approval is given via your Board of Directors. A request to the CONDOMINIUM consists of the following:
 - A. Modification Request Form (a blank form is included in this Handbook)
 - B. Hold Harmless Agreement (a blank form is included in this Handbook)
 - C. Copy of the contractor's insurance certificate. (See insurance requirements below.)
4. Forms are to be submitted to the Managing Agent. Normally, a written response will be provided within 30 business days after submittal.
5. If a City of Deerfield Beach permit is required for the modification, the owner is responsible for obtaining the permit. CONDOMINIUM approval should be obtained first, as the City requires submission of CONDOMINIUM approved documents as part of the permit application. The city permit must be supplied to the CONDOMINIUM before work begins.
6. Any contractor who perform any type of modification must be licensed and insured. Proof of license and insurance must be submitted to the CONDOMINIUM as part of the approval request (and is also required by the City as part of the permit application). The contractor must have at minimum, insurance with the following coverage:
 - A. Florida State Workman's Compensation
 - B. Florida State Disability
 - C. Liability coverage of \$1,000,000
 - D. The policy must name **Markham "O" Condominium Association, Inc.** as an Additional Insured.
7. The owner negotiates directly with the contractors. The CONDOMINIUM is not involved in this process.
8. No vehicle or heavy construction equipment is permitted on the grass. Construction material must be moved by hand or wheelbarrow. Wheelbarrows cannot be rolled directly on the grass; a protective path (such as temporary plywood sheeting) must be used.
9. All work must be performed during normal work hours (Monday to Saturday, 8 AM to 6 PM).
10. The project and associated clean up must be completed within 30 days of the start date.
11. The CONDOMINIUM will perform a final inspection at the end of the project. The finished project must conform to the approved plan.

OCCUPANCY OF UNITS PURSUANT TO THE FAIR HOUSING ACT AND CHILDREN

To demonstrate an intent by the ASSOCIATION to provide housing for persons fifty-five (55) years of age or older and inasmuch as **Markham "O" Condominium** was designed as Housing for Older Persons fifty-five (55) years of age or over, it shall be required, as of May 1, 2019, at least one person fifty-five (55) years of age or older must continue to occupy the UNIT.

Owners and their spouse or partner, adult children or adult grandchildren ages nineteen (19) years of age or older may reside in any UNIT if at least one of the occupants is over fifty-five (55) years of age.

Notwithstanding same, the BOARD, in its sole discretion, shall have the right to establish hardship exceptions to permit owners, their family and guests between the ages of nineteen (19) and fifty-five (55) to occupy UNITS, providing those said exceptions shall not be permitted in situations where the granting of a hardship exception would result in less than eighty percent (80%) of the UNITS in the CONDOMINIUM having less than one occupant fifty-five (55) years or older.

The BOARD, or its designee, shall have the sole and absolute authority to deny occupancy of a UNIT by any person(s) who would thereby create a violation of the afore-stated percentages of adult occupancy.

No person under nineteen (19) years of age shall be permitted to reside in any UNIT except that such persons, under the age of nineteen (19) years may be permitted to visit and reside for reasonable periods not to exceed thirty (30) days; two (2) consecutive weeks on any one occasion and thirty (30) days in any calendar year.

Persons under the age of nineteen (19) years of age shall be permitted to reside in any UNIT pursuant to a legal Court Order up to twelve (12) months until the OWNER finds a new residence.

Markham "O" Condominium Association

Modification Request Form

Homeowner(s) Name _____ Telephone Number _____

Address _____ Date of Submittal _____

Description of proposed modification (include materials to be used) _____

_____ (use separate sheet if more space is needed)

Sketch of Modification (provide design/layout) (Sketch should provide enough detail and be accurate enough to support Condominium review of project)

Please attach a separate sheet with this sketch

Contractor Name _____ Telephone number _____

Contractor Address _____ License number _____

In connection with the above proposed change, plus additional conditions, if any, noted below, and in consideration of the permission if and when granted by the Board of Directors, Markham "O" Condominium Association, Inc., I assume sole responsibility for any loss or damage sustained as a result of the work and shall hold the Association harmless from all claims, demands, liabilities, actions, suites or proceedings asserted or claimed against the Association by reason of any loss of damage that the Association may incur or to any third person in connection with or on account of the work set forth hereinabove, including court costs and attorney's fees, if any. It is the responsibility of me; the undersigned, Homeowner, to assure that contractor is properly licensed and adequately insured.

Further, any approved change shall be maintained at the homeowner's expense. If the Board requires further change, such change shall be the homeowner's sole expense. In the event change must revert back to the original condition, as directed by the Board of Directors, such change shall be made at the homeowner's sole expense. In the event any change creates a problem or nuisance to others and complaints are made to the Board, immediate corrective steps must be taken by the home owner at the homeowner's sole expense, otherwise the change must be removed, and the building exterior/common elements returned to their original condition at the unit owner's sole expense.

I assume responsibility for obtaining all municipal approvals and agree that my proposed change shall comply with all current requirements of the City of Deerfield Beach, without variance.

Homeowner signature (1) _____ (2) _____

For use by Association

Date Received _____ By _____

BOM Meeting Date _____ () Approved () Not approved

Letter sent to Homeowner (Date) _____

Markham "O" Condominium Association
Hold Harmless Agreement

Name(s) _____ Date _____

Address _____ Deerfield Beach, FL 33442

Whereas, the above homeowner, has requested permission to make the modifications as described on the Modification Request Form.

Whereas, your Board of Directors wishes to be indemnified for any damages that may be caused by the homeowner.

It is now, therefore, mutually agreed that:

- ✓ Permission is hereby granted for a thirty (30) day period, from the start date of the project, to perform the work pursuant to the specific application received.
- ✓ The applicant (homeowner) agrees to indemnify and Hold Harmless the Markham "O" Condominium Association, Inc. and its Managing Agent from any claim that may be made by reason of property damage, or personal injuries that result from the installation of said modification and/or addition.
- ✓ In the event that the Association must institute legal action for any reason associated with the agreement,
the unit owner(s) agree that they will pay all costs of litigation, including court costs and fees, etc.
- ✓ There is a 30-day period in which the board must review and approve all work, granted the proper permits and insurance forms are provided (as applicable). No work can be started until the unit owner receives the
Boards approval (as per community by-laws).

BOD Assigned Project No.: _____ (reference to approved application) In witness

whereof, the parties have here to agreed and placed their signatures. Homeowner(s) (1) _____ (2)

Enclosed:

() Required contractor information
(Name, address, license # and ins. certs.)

Approved by: Managing Agent or B.O.D.