

BRIGHTON'S MEADOW TRACE HOA

Harbor Management

15600 SW 288 Street #406

Homestead, Florida 33033

ALL FEES ARE NON-REFUNDABLE

ALL APPLICATIONS TAKE 15-20 BUSINESS DAYS TO PROCESS. NO RUSH. ONLY ONE SIDED ALLOWED.

APPLICATIONS MUST BE DROP OFF OR MAILED TO OUR OFFICE (address above) NO EMAILS ALLOWED

PAYMENT INFORMATION (See below)

1. A \$75.00 application fee (payable to Harbor Management) **per first 2 individual applicants**, payable via money order or cashier checks only
2. A \$125.00 processing fee (payable to Harbor Management) **per married applicant**, payable via money order or cashier checks only.

ASSOCIATION REQUIREMENTS & INSTRUCTIONS (READ CAREFULLY):

1. The application must be completed entirely before submission is approved.
2. **Any person over 18 years old MUST apply and be approved to live on property.**
3. ALL APPLICANTS must provide their **MARRIAGE** certificate to pay the discounted price of \$125.00
4. **A full copy of the lease/sales contract** must be enclosed. Please note only the names on the contract will appear on the actual approval if granted.
5. Each applicant **MUST** submit a copy of the **driver's license & social security**. Without these documents, **we WILL NOT accept the application**. If applicant lives in another country, a copy of **VALID Visa/Passport** is a **MUST**.
6. **ALL APPLICANTS must submit their CURRENT vehicle registration & insurance**
7. **ALL APPLICANTS must submit their pictures of their pet, Current vaccines, rabies shots and sign the pet form enclosed.**
8. **ALL APPLICANTS 18 years of age or older must provide a Miami Dade Police Background check report**
9. **ALL APPLICANTS 2 recommendation letters per applicant (no family)**

PLEASE NOTE THE FOLLOWING:

1. Application **MUST** be submitted to the association no less than thirty (20) business days before moving date or closing date
2. Should a potential occupant move in without prior written approval, the association will impose a \$100.00 FINE per day up to a thousand dollars (\$1,000.00) maximum in your account without any further notice. Occupancy prior to approval of the association is **PROHIBITED**.
3. Occupancy Regulations: **NO** more than two (2) occupants per room.
4. As prospective buyers and/or tenants will **NOT** be approved if the sellers and/or landlords are delinquent on their maintenance account and/or have any pending violations.

LEASE IS SUBJECT TO RENEWAL AT THE END OF THE LEASE TERM

APPLICATION

PERSONAL INFORMATION

1) Applicant Name: _____ Date of Birth: _____
Drivers License #: _____ Social Security # _____
Contact #: _____ Other #: _____

2) Applicant Name: _____ Date of Birth: _____
Drivers License #: _____ Social Security # _____
Contact #: _____ Other #: _____

List Other Occupant(s) For additional occupants attach a separate sheet of paper with the required information.

1)	Name	Age	Relationship	SS#	2)	Name	Age	Relationship	SS#
3)	Name	Age	Relationship	SS#	4)	Name	Age	Relationship	SS#
5)	Name	Age	Relationship	SS#	6)	Name	Age	Relationship	SS#

RESIDENT HISTORY

Present Address: _____
Address *City* *State* *Zip Code*
Landlord Name _____ Phone #: _____ Rent Amt. _____ How Long: _____

Prior Address: _____
Address *City* *State* *Zip Code*
Landlord Name _____ Phone #: _____ Rent Amt.: _____ How Long: _____

EMPLOYMENT

1) Applicant's Employer: _____ Phone: _____
Position: _____ How Long: _____ Gross Income: _____ Per Year Per Month

2) Applicant's Employer: _____ Phone: _____
Position: _____ How Long: _____ Gross Income: _____ Per Year Per Month

AUTOMOBILE INFORMATION: See Association's documents pertaining to vehicle regulations.

1) Make/Model: _____ Year: _____ Color: _____ Tag #: _____
Insurance Carrier: _____ Policy # _____ Exp. Date: _____

2) Make/Model: _____ Year: _____ Color: _____ Tag #: _____
Insurance Carrier: _____ Policy # _____ Exp. Date: _____

3) Make/Model: _____ Year: _____ Color: _____ Tag #: _____
Insurance Carrier: _____ Policy # _____ Exp. Date: _____

4) Make/Model: _____ Year: _____ Color: _____ Tag #: _____
Insurance Carrier: _____ Policy # _____ Exp. Date: _____

ANIMAL REGISTRATION: See Association's documents pertaining to pet regulations

Pet: cat, dog, breed, etc. 1) _____ 2) _____

OWNER(S) INFORMATION

Name: _____ Contact #: _____

Mailing Address: _____
Address City State Zip Code

Property Address: _____ Community: _____

HOMEOWNER INSURANCE INFORMATION

Homeowners Insurance Carrier: _____ Policy #: _____
Windstorm Insurance Carrier: _____ Policy #: _____
Agents Name: _____ Phone: _____

REFERENCES Give below names of three persons not related to you, whom you have known at least one year.

Name	Telephone	Years Known
_____	_____	_____
_____	_____	_____
_____	_____	_____

I hereby authorize Harbor Management Services, Inc. to obtain a consumer report, and any other information it deems necessary, for evaluating my application. I understand that such information may include, but is not limited to, credit history, civil and criminal information, records of arrest, rental history, employment/salary details, vehicle records, licensing records, and/or any other necessary information. I understand that subsequent consumer reports may be obtained and utilized under this authorization in connection with an update, renewal, extension or collection with respect or in connection with the rental or lease of a residence for which this application was made. I hereby expressly release Harbor Management Services, Inc., and any procurer or furnisher of information, from any liability what so ever in the use, procurement, or furnishing of such information, and understand that my application information may be provided to various local, state, and/or federal government agencies including without limitation, various law enforcement agencies.

Applicant's Signature: _____ Date: _____
Applicant's Signature: _____ Date: _____
Owner's Signature: _____ Date: _____
Owner's Signature: _____ Date: _____

DO NOT WRITE BELOW THIS LINE

This Application: Approved: _____ Not Approved: _____

Approved By: _____ Date: _____
Designated Board Member

Approved By: _____ Date: _____
Designated Board Member

LEASE/HOMEOWNER ADDENDUM

In accordance with the rules and regulations of the _____, ASSOCIATION, I/WE hereby serve notice that I/WE desire to accept a Bona Fide offer made to ME/US by _____, (owner's name) and by _____, (lessee's name) to lease the home located at _____, The LEASE term shall commence on _____ and end on _____. In order for you to facilitate consideration of MY/OUR application for LEASE of the above designated home in the _____ community, I/WE represent that the following information is factual and true. I/WE are aware that any falsification will result in automatic rejection of this application. I/WE consent that you may make further inquiries concerning this application, particularly of the referenced information given. I am aware of the fact that Association has a period of seven to fourteen (7-14) business days from the receipt of this notice together with such other information as the Board of Directors may request in which to approve or disapprove this application.

The Declaration, By-Laws, Articles of Incorporation, and the Rules and Regulations of the Association will bind us, if I/WE are leasing. Lessee agrees to lease the premises subject to the terms and conditions as recorded in the Declaration of Protective Covenants, Conditions and Restrictions and exhibits thereto records in, Official Records Book of the Public Records Dade County, Florida.

I/WE acknowledge that monthly maintenance payments are to be made payable to the association. In the event maintenance payments are not received the association shall have the right to collect any past due maintenance directly from the lessee. Failure to make maintenance payments shall breach this lease agreement. The addendum shall become a tenant sufferance, and the Association will terminate the lease.

In the event lessee or guests of the lessee violate the terms and conditions of the Declarations, Protective Covenants, Conditions and Restrictions I/WE acknowledge the Association shall have the right to terminate this lease. If lessee fails to comply with any of the Association's rules and regulations, the Association shall send written notice specifying the noncompliance indicating the intention of Association to terminate the lease by reason thereof, if lessee fails to correct the violation within five (5) days of the notice the Association may terminate the lease.

I/WE agree to provide the LEASER(S) with a copy of the _____, Association's By-Laws, Articles of Incorporation, rules and regulations, prior to the first occupancy of the unit by the LESSEE. In order for you to facilitate consideration of MY/OUR application for LEASE of the above-designated unit, I/WE have the proposed LESSEE to complete the attached application by the proposed LESSEE. I/WE AM/ARE aware that any falsification or misrepresentation of the facts in the attached application will result in the automatic rejection of the application to lease. I/WE consent that you may make further inquiry concerning this application, particularly of the information given in the application package.

THE ASSOCIATION AND/OR ITS AGENT, IN THE EVENT IT CONSENTS TO A LEASE, IS HERE-BY AUTHORIZED TO ACT AS OUR AGENT WITH FULL POWER AND AUTHORITY TO TAKE LEGAL ACTION AS MAY BE REQUIRED, TO COMPEL COMPLIANCE BY OUR LESSEE(S) AND/OR THEIR GUESTS, WITH PROVISIONS OF THE DECLARATION OF _____, ASSOCIATION. ITS SUPPORTIVE EXHIBITS, APPLICABLE FLORIDA STATUTES, AND THE RULES AND REGULATIONS OF THE ASSOCIATION, OR UNCORRECTED VIOLATIONS OF ANY OF THE ABOVE BY THE LESSEE(S) AND/OR THEIR GUESTS, UNDER APPROPRIATE CIRCUMSTANCES, TO TERMINATE THE LEASE. THE LESSOR AGREES TO REIMBURSE THE ASSOCIATION FOR ANY REASONABLE ATTORNEY'S FEES AND COSTS INCURRED AS OWNER(S) AGENT IN SUCH ENFORCEMENT OR LEASE TERMINATION, WHETHER PRE-LITIGATION OR PRE-ARBITRATION OR IN CONNECTION WITH LITIGATION OR ARBITRATION, OR ANY APPELLATE PROCEEDINGS.

SIGNED: _____ SIGNED _____ DATE _____
(Leaser) (Leaser)

SIGNED: _____ SIGNED _____ DATE _____
(Owner) (Owner)

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Acknowledgement of Rules and Regulations

I, _____ and _____ who will reside at _____ at Brighton's Meadows Trace Homeowners Association acknowledge that I have read and understand the Rules and Regulations given by Brighton's Meadow Trace Homeowners Association. I understand that all persons living in my home over the age of 18 will be screened and approved by the association and any unapproved tenants will be evicted at the homeowners' expense.

FOR BUYERS ONLY

- | | | |
|---|-----|----|
| 1. The above property is my (our) primary residence. | YES | NO |
| 2. This is a second home. | YES | NO |
| 3. This is an investment. | YES | NO |
| 4. I (we) wish to have all correspondence and the payment coupons for my association mailed to: | | |

_____The property address

_____The following mailing address

Tenant/Buyer's Signature

Date

Print Name:

Tenant/Buyer's Signature

Date

Print Name:

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Pet Registration Form

Name: _____

Address: _____

Telephone Number: _____

Name, Breed, Age & Weight of Pet(s):

1. Name: _____
Breed: _____
Age: _____
Approximate weight of pet (full-grown): _____ . Lbs.

2. Name: _____
Breed: _____
Age: _____
Approximate weight of pet (full-grown): _____ . Lbs.

Please include color, picture of pet, dog tag identification, current vaccinations, documents, and veterinarian information.

I do not own a pet. Signature: _____

Signature: _____

Please remember all dogs are to be always walked on a leash and all excrement must be picked up by the dog owner. All pets must be always on a leash while outside your home and under control and care by a responsible adult. By my signature below, I verify I have read and understood the above and will abide by the Rules and Regulations of Brighton's Meadow Trace HOA in this regard.

Signature: _____ Date: _____

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SCREENINGAPPLICATION CONTACT FORM

Address: _____

Name(s) of applicants:

1. _____

Phone #: _____ Email: _____

2. _____

Phone #: _____ Email: _____

3. _____

Phone #: _____ Email: _____

4. _____

Phone #: _____ Email: _____

By signing this form, you understand that we will use this contact information to inform you of any application changes or concerns. It is your responsibility to answer phone calls and check your emails from Harbor Management regarding applications.

Tenant/Buyer Signature

Date

Tenant/Buyer Signature

Date

**Brighton's Meadow Trace HOA
GATE ACCESS CONTROL INFORMATION SHEET**

Name of Owner(s):	Transponder/Bar Code #1	Transponder/Bar Code #2
	Parking Decal #	Parking Decal #
Property Address:	Phone # for Gate Entry System:	

Owner(s) of Record Contact Information

Cellular Phone #	Email Address:	
Mailing Address (if NOT living in the community):		
City:	State:	Zip Code:

Approved Tenant(s) Contact Information

Name & Last Name:	Cell Phone #:	Email Address:

All Tenants MUST have been approved through the screening process to have gate access!

Registered Vehicle Information / Attached Copies of Documents

Make / Model / Color:	Vehicle Identification Number:	Tag Number:
VEH 1:		
VEH 2:		
VEH 3:		
Visitor Pass #		

VERY IMPORTANT NOTE:

- The phone number for the gate entry system **MUST** be of the person who is currently residing at the property. If there is a tenant, we need the tenant's phone number not the owners.
- There will be only **ONE (1)** gate access code per home, not per person!
- If you are an owner renting your house, you **MUST** have a transponder/bar code to access the gate to visit your property, **NO** access code will be granted! **NO EXCEPTIONS!**
- Transponder will be **DIS-ACTIVE** if lease is not **CURRENT!**

Resident's Print Name: _____ Date: _____

Resident's Signature: _____ Date _____

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WELCOME! TO BRIGHTON'S MEADOW TRACE

The Brighton's Meadow Trace Board of Director (BMT-BOD) hopes you view this letter in the positive and helpful manner in which it is intended; as we sincerely solicit and appreciate your cooperation in maintaining property values, and the aesthetic appearance of our community.

Due to numerous complaints from homeowners concerning important Community Living conditions, BMT-BOD wishes to remind you of the Rules and Regulations we are required to abide by, while in the community. Rules governing the details of the operation, use, maintenance, management and control of the common areas in the Community are set forth in order to establish a living environment that will benefit all.

Please review the following Quick/Summary Rules and Regulations. These rules can be found in complete detail in the Document for Covenants and Restrictions for Meadow Trace. You should have a copy of this. It should have been given to you when you closed on your house. In the event that you do not have this, you can get a copy of it with the Management Company at an additional cost. The references refer to paragraphs in the Document for Covenants and Restrictions for Meadow Trace.

The following is a sample list of *current and most common violations* that the BOD with assistance of Management Company addresses, including, but not limited to:

- No portable, storage, temporary or accessory buildings or structures, or tents, shall be erected, constructed or located upon any LOT for storage or otherwise, except storage sheds, which shall not violate any set-back requirements for permanent structures. (7.3)
- Placing garbage containers on the street prior to **5 PM the night before pick up**. (7.4)
- Having more than two vehicles per house on a permanent basis without prior board approval. (7.8)
- Vehicles parked outside that are not in working order and/or properly licensed. (7.8)
- Performing major vehicle repairs on your property. (7.8)
- Parking non-passenger vehicles outside on the property overnight. (7.8)
- Parking vehicles outside overnight with business signs. (7.8)
- Letting your pets roam free. (7.9)
- Having more than two cats and dogs. (A total of 2) (7.9)

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- Having livestock. (7.9)
- Not maintaining your landscaping. (7.10)
- Not maintaining the appearance of your house. (7.11)
- **Not maintaining fences. (7.11)**
- **Painting the house in colors other than the original. (7.11)**
- No outside clothes lines and no outside clothes drying. (7.13)
- Displaying signs on your property other than "For Sale" signs. (7.20)
- Not having interior window treatment. (7.21)
- **Failing to get permission from the Board for architectural changes. (7.26.1)**

For any of these violations, if it is not cured, the BMT-BOD may, at its option: Impose a FINE against the OWNER or tenant as provided in Paragraph 9.3. If any fine is levied against a tenant and is not paid within ten (10) days after same is due, the ASSOCIATION shall have the right to evict the tenant as hereinafter provided. Any action that violates the Use Requirements in section 7 of the Document for Covenants and Restrictions for Meadow Trace is subject to a fine. Remember that these are fines; there may be other ramifications for violations besides the fines.

It is also important to remember that your guests are also required to follow these Rules while visiting the Community.

HOMEOWNERS, RESIDENTS AND ITS GUESTS ARE REQUESTED TO ABIDE BY THESE REGULATIONS. VIOLATORS WILL BE CITED, AND PURSUANT TO OUR ASSOCIATION DOCUMENTS, SHOULD THE ASSOCIATION BE FORCED TO USE LEGAL COUNSEL TO ENFORCE CORRECTION OF A VIOLATION, ALL LEGAL COSTS INCURRED WILL BE BILLED BACK TO THE INDIVIDUAL HOMEOWNER.

Should you have any question regarding the above mentioned matter, please feel free to talk or contact the Management Company to discuss.

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RULES

Rules governing the details of the operation, use, maintenance, management, and control of the common areas in the Community are set forth in order to establish a living environment that will benefit all. These rules can be found in complete detail in the *Document for Covenants and Restrictions for Meadow Trace*.

The references refer to paragraphs in the *Document for Covenants and Restrictions for Meadow Trace*.

I. SALES AND RENTAL REQUESTS

Any Owner requesting to Sell or Rent their home must provide Harbor Management, with the proper documentation papers, including sales contract and a request for an estoppel letter prior to written approval being given, and with the required payment.

Sales Request - Sale Requests for an estoppel letter must be accompanied with a check in the amount required by Harbor Management and a copy of the Sales Contract. Sales Approvals will not be processed without these items, and as-required by law the Association has ten (15) days in which to provide the Approval.

Rental Request - Return completed package with a check in the amount required by Harbor Management you must also include a copy of the Rental Lease. "Rental Packages" will not be processed without a complete package returned. **ANYONE MOVING IN PRIOR TO APPROVAL BY THE BOARD IS SUBJECT TO IMMEDIATE REMOVAL.**

Vacation Rental (AirB&B) - No property is allowed to be used as vacation rental. It is a violation of the association's governing documents, Miami-Dade County Code and state law.

The association's governing documents provide in Section 7. USE RESTRICTIONS that:

- 1) no trade or business shall be used upon any property.
- 2) **Leases shall be for a period of not less than three months. No unit may be leased more than twice within a twelve-month period.**
- 3) No nuisances shall be permitted on the subject property.
- 4) All laws, zoning ordinances and regulations of all controlling governmental authority shall be complied with **by the owners.**

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II. PARKING REGULATIONS (7.8)

Dade County Law requires current tag - vehicles will not be permitted to park on the property with an expired tag. Overnight parking is allowed for Owners/Residents in individual driveways and garages **ONLY**. **PARKING IS NOT ALLOWED IN THE STREET OR ON THE GRASS ANYWHERE IN THE COMMUNITY. VIOLATORS WILL BE TOWED.**

No parking at pool is permitted between sunset and sunrise. Pool parking is only for pool guests using the pool during the hours the pool is open (Sunrise to Sunset). There will be no overnight parking at the clubhouse/pool.

ANY VEHICLES TOWED WILL BE AT THE EXPENSE OF THE OWNER.

No vehicle containing commercial lettering, signs or equipment, and no truck, boat, recreational vehicle, camper, trailer, or vehicle other than a private passenger vehicle as specified above, may be parked, or stored outside of a house overnight. The OWNER and residents of any UNIT may not keep more than two vehicles within the SUBJECT PROPERTY on a permanent basis without the prior written consent of the APPROVING PARTY.

All vehicles parked within the SUBJECT PROPERTY must be in good condition and repair, and no vehicle which does not contain a current license plate, or which cannot operate on its own power shall be parked within the SUBJECT PROPERTY outside of an enclosed garage for more than 24 hours, and no major repair of any vehicles shall be made on the SUBJECT PROPERTY.

III. ASSOCIATION FEES (9)

All Unit Owners are required to pay their quarterly Association Fees in a timely manner as required by the Association, or they will be liable to having their individual delinquent account referred to the Associations Attorney for collection. **PURSUANT TO THE ASSOCIATION'S DOCUMENTS THE INDIVIDUAL HOMEOWNER WILL PAY ALL LEGAL COSTS INCURRED.**

If any ASSESSMENT is not paid within ten (10) days after the due date, or if any check for any ASSESSMENT is dishonored, the ASSOCIATION shall have the right to charge the applicable OWNER a late or bad check fee of ten (10%) percent of the amount of the ASSESSMENT, or Twenty-Five Dollars (\$25.00), whichever is greater, plus interest at the then highest rate of interest allowable by law from the due date until paid. (9.1)

If any OWNER is in default in the payment of any ASSESSMENT owed to the ASSOCIATION for more than thirty (30) days after written demand by the ASSOCIATION, the ASSOCIATION, upon written notice to the defaulting OWNER, shall have the right to accelerate and require such defaulting OWNER to pay, to the

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ASSOCIATION, ASSESSMENTS for COMMON EXPENSES for the next twelve (12) month period, based upon the then existing amount and frequency of ASSESSMENTS for COMMON EXPENSES. (9.2)

IV. PETS REGULATIONS (7.9)

No animals, livestock or poultry of any kind shall be permitted within the SUBJECT PROPERTY except for common household domestic pets. No more than two cats, or two dogs, or one cat and one dog, is permitted in any UNIT, except with the written consent of the APPROVING PARTY which may be granted or withheld in the APPROVING PARTY'S discretion. No pet shall be kept outside a UNIT or in any screened porch or patio unless someone is present in the UNIT. Any pet must be carried or kept on a leash when outside of a UNIT or fenced-in area. Any resident shall immediately pick up and remove any solid animal waste deposited by his pet. Pets must be kept on a leash in accordance with Dade County Leash Law, when on common area grounds.

Pets are positively prohibited from entering the POOL AREA.

V. ARCHITECTURAL CHANGES (7.26)

For purposes of this paragraph, the term "IMPROVEMENT" shall mean any building, fence, wall, patio area, pool, spa, landscaping, driveway, walkway or any other alteration, addition, improvement, or change of any kind or nature which is constructed, made, installed, placed, or removed from any LOT, or the exterior of any UNIT or any other improvement upon any LOT, except for maintenance or repair which does not result in a material change to any improvement including the color of same. No OWNER shall make any IMPROVEMENT, and no OWNER shall apply for any governmental approval or building or other permit for any IMPROVEMENT, unless the OWNER first obtains the written approval of the IMPROVEMENT from the APPROVING PARTY. (7.26.1)

The means of obtaining this approval are to follow the instructions for the Architectural Change Form. Homeowners / Residents are not allowed to decorate or change the appearance or color of any portion of the exterior of their home.

The APPROVING PARTY may adopt and modify from time to time, in its discretion, guidelines, criteria and/or standards which will be used by it in connection with the exercise of architectural control, provided however that same shall not apply to any IMPROVEMENT which has been constructed in accordance with the provisions of this DECLARATION and which was properly approved when constructed. (7.26.3)

Upon completion of any IMPROVEMENT, the OWNER shall give written notice of the completion of same to the APPROVING PARTY. Within 60 days thereafter, the APPROVING PARTY shall inspect the IMPROVEMENT, and if the APPROVING PARTY finds that the IMPROVEMENT was not completed in conformance with the

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approved plans and specifications, it shall notify the OWNER in writing of such non-compliance within said 60-day period, specifying the particulars of such non-compliance, and within 30 days thereafter the OWNER shall correct the deficiencies set forth in the notice, and upon completion of the work required to correct the deficiencies, the OWNER shall again give the APPROVING PARTY notice of the completion of the work, and the provisions of this paragraph shall again become operative. (7.26.4)

In the event this section is violated in that any IMPROVEMENT is made without first obtaining the approval of the APPROVING PARTY, or is not made in strict conformance with any approval granted by the APPROVING PARTY, the APPROVING PARTY shall specifically have the right to injunctive relief to require the OWNER to stop, remove and/or alter any IMPROVEMENT in the manner which complies with the requirements of the APPROVING PARTY, or the APPROVING PARTY may pursue any other remedy available to it.

VI. HOMEOWNER MAINTENANCE RESPONSIBILITY (7.11 and 8.6)

Homeowners are responsible to maintain, and keep their property in good condition, not limited to Landscape, painting of their homes, Driveways cleaned, Fences repaired, and all trash picked up around their homes. No OWNER shall change the exterior color of his UNIT. (7.11)

In the event an OWNER or the ASSOCIATION fails to maintain a LOT or any part of the SUBJECT PROPERTY to the satisfaction of APPROVING PARTY or the ASSOCIATION, and upon the ASSOCIATION's or OWNER's failure to make such improvement corrections as may be necessary within thirty (30) days after receipt of written notice by APPROVING PARTY or the ASSOCIATION, the APPROVING PARTY or the ASSOCIATION may enter upon such LOT or part of the SUBJECT PROPERTY and make such improvements or corrections as may be necessary. (8.6)

VII. POOL REGULATIONS

No parking at pool is permitted between sunset and sunrise. Pool parking is only for pool guests using the pool during the hours the pool is open (Sunrise to Sunset). There is no overnight parking at the clubhouse/pool.

Please refer to new Pool Regulation sign posted, and Regulations as provided in your documents.

VII. TRASH DISPOSAL RESTRICTIONS (7.7)

Each OWNER shall regularly pick up all garbage, trash, recycling items, refuse or rubbish on the OWNER's LOT. Garbage, trash, refuse or rubbish that is required to be placed and

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kept at the front of the LOT in order to be collected may be placed and kept at the front of the LOT after 5:00 p.m. on the day before the scheduled day of collection, and any trash facilities must be removed on the collection day. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags. **All containers, dumpsters or garbage facilities shall be stored inside a UNIT or fenced-in area and screened from view and kept in a clean and sanitary condition.** No noxious or offensive odors shall be permitted.

VIII. SIGNS (7.20)

No signs (except for one "For Sale" sign per LOT not larger than 2 square feet in size) shall be placed upon any LOT, and no signs shall be placed in or upon any UNIT which are visible from the exterior of the UNIT, without the prior written consent of the APPROVING PARTY.

ARCHITECTURAL GUIDELINES

These Guidelines are to be used to determine what is and is not acceptable as an architectural change. The Board will appoint an Architectural Committee for the purpose of handling any Architectural requests. The Board will handle any appeal of the Architectural Committee's decisions. The authority for this is from *Document for Covenants and Restrictions for Meadow Trace*, paragraph 7.26.3 and 13.2.

What Needs to Be Approved

For purposes of this paragraph, the term "IMPROVEMENT" shall mean any building, fence, wall, patio area, pool, spa, landscaping, driveway, walkway or any other alteration, addition, improvement, or change of any kind or nature which is constructed, made, installed, placed, or removed from any LOT, or the exterior of any UNIT or any other improvement upon any LOT, except for maintenance or repair which does not result in a material change to any improvement including the color of same. No OWNER shall make any IMPROVEMENT, and no OWNER shall apply for any governmental approval or building or other permit for any IMPROVEMENT, unless the OWNER first obtains the written approval of the IMPROVEMENT from the APPROVING PARTY. Notwithstanding anything contained herein to the contrary, DECLARANT, and not the ASSOCIATION, shall be the "APPROVING PARTY" and shall have the right to exercise architectural control with respect to the initial construction of any IMPROVEMENTS by any builder or developer. (7.26.1)

What Will Be Approved With Proper Documentation

- Accordion hurricane shutters.
-

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- Decks that do not impinge of the easement.
- Concrete or paver patio extensions that do not impinge on the easement.
- Treatments of driveways and walkways.
- To qualify the improvement must not violate “aesthetic considerations”. (7.26.2) Those considerations to be determined by a consensus of the Architectural Committee.

What Will NOT Be Approved

- Any improvement that violates “aesthetic considerations”. (7.26.2) Those considerations to be determined by a consensus of the Architectural Committee.
- Any improvement that would lower the property value of other units in the community. This is to be determined by a consensus of the Architectural Committee.
- Any improvement that does not blend with the rest of the community. This is to be determined by a consensus of the Architectural Committee.
- No change of the basic colors of the unit as specified in the original contract.
- No external window treatments other than approved hurricane shutters, e.g., no iron bars on the outside, no awnings.
- No permanent construction on the easements of your property.
- No exterior gates in the fences that back on to roads.
- No permanent basketball goals.

Appeal

Any owner whose request for architectural approval is denied may appeal to the Board. The board’s decision is final.

FINES

The following paragraphs are from *Document for Covenants and Restrictions for Meadow Trace*. (9.2 and 9.2.1)

In the event of a violation by any OWNER or any tenant of an OWNER, or any person residing with them, or their guests or invitees (other than the non-payment of any ASSESSMENT or other moneys), of any of the provisions of this DECLARATION, the ARTICLES, the BYLAWS or the Rules and Regulations of the ASSOCIATION, the ASSOCIATION shall notify the OWNER and any tenant of the OWNER of the

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violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (30) days after such written notice, or, if the violation is not capable of being cured within such thirty (30) day period, the OWNER or tenant fails to commence and diligently proceed to completely cure such violation as soon as practicable within thirty (30) days after written notice by the ASSOCIATION, or if any similar violation is thereafter repeated, the ASSOCIATION may, at its option:

Impose a fine against the OWNER or tenant as provided in Paragraph 9.3;

The following paragraphs are from *Document for Covenants and Restrictions for Meadow Trace. (9.3)*

The amount of any fine shall be determined by the BOARD, and shall not exceed one month's ASSESSMENT for COMMON EXPENSES for the first offense, two months' ASSESSMENT for COMMON EXPENSES for a second similar offense, and three months' ASSESSMENT for COMMON EXPENSES for a third or subsequent similar offense. Notwithstanding the foregoing, if any violation of this DECLARATION or the Rules and Regulations is of a continuing nature, and if the OWNER fails to cure any continuing violation within 30 days after written notice of such violation, or if such violation is not capable of being cured within such 30-day period, the OWNER fails to commence action reasonably necessary to cure the violation within such 30-day period or shall thereafter fail to proceed diligently to cure the violation as soon as is reasonably practical, a daily fine may be imposed until the violation is cured in an amount not to exceed one-fourth (1/4) of one month's ASSESSMENT for COMMON EXPENSES.

Any fine imposed by the BOARD shall be due and payable within ten (10) days after written notice of the imposition of the fine or, if a hearing is timely requested, within ten (10) days after written notice of the BOARD's decision at the hearing. Any fine levied against an OWNER shall be deemed an ASSESSMENT, and if not paid when due, all of the provisions of this DECLARATION relating to the late payment of ASSESSMENTS shall be applicable. If any fine is levied against a tenant and is not paid within ten (10) days after same is due, the ASSOCIATION shall have the right to evict the tenant as hereinafter provided.

This together with the laws governing fines for Homeowner Association leads to the following schedule.

- First offense \$51.00.
- Second similar offense \$102.00
- Third similar offense \$153.00

The maximum fine cannot exceed \$1,000.

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Violations

Any action that violates the Use Requirements in section 7 of the *Document for Covenants and Restrictions for Meadow Trace* is subject to a fine in order to help you with this, we have spelled out several of the more common ones in detail.

- Having more than 2 persons per bedroom per house permanently occupying the unit. (7.2)
2-bedroom house – 4 people.
3-bedroom house – 6 people.
4-bedroom house – 8 people.
- No portable, storage, temporary or accessory buildings or structures, or tents, shall be erected, constructed or located upon any LOT for storage or otherwise, except storage sheds, which shall be completely hidden from view from the street and which shall not violate any set-back requirements for permanent structures. (7.3)
- Placing garbage containers on the street prior to 5 PM the night before pick up. (7.4)
- Having more than two vehicles per house on a permanent basis without prior board approval. (7.8)
- Vehicle parked outside that are not in working order and properly licensed. (7.8)
- Performing major vehicle repairs on your property. (7.8)
- Parking non-passenger vehicles outside on the property overnight. (7.8)
- Parking vehicle outside overnight with business signs without prior written approval of the board. (7.8)
- Letting your pets roam free. (7.9)
- Having more than two cats and dogs. (A total of 2) (7.9)
- Having livestock. (7.9)
- Not maintaining your landscaping. (7.10)
- Not maintaining the appearance of your house. (7.11)
- Not maintaining fences. (7.11)
- Painting the house in colors other than the original without the prior approval of the Architectural Committee. (7.11)
- No outside clothes lines and no outside clothes drying. (7.13)

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- Displaying signs on your property other than "For Sale" signs. (7.20)
- Not having interior window treatment. (7.21)
- Failing to get permission from the Board for architectural changes. (7.26.1)



Tenant/Buyer's Signature

Date

Print Name:

Tenant/Buyer's Signature

Date

Print Name:

Landlord/Seller's Signature

Date

Print Name:
