

Sheffield D Condominium Association, Unit # _____, Owner/Tenant: _____

*Note: The statements contained herein are only summary in nature. **Association rules, bylaws, policies, State Statutes and all other legal condominium documents supersede any statements, stipulations or provisions made in the Landlord/Tenant lease documents.** Prospective purchasers/tenants should refer to all applicable references, exhibits, the sales contract and the Condominium Documents which should be available from the current owner.*

Q. (Owners & Tenants) What are my voting rights in the Condominium Association?

A. Unit Owners are entitled to one (1) vote per unit. Tenants cannot vote.

Q. (Owners & Tenants) What restrictions exist in the condominium documents on my right to use my unit?

A. each owner and tenant will be required to sign The following restrictions exist for both owners and tenants, per the declaration, bylaws and amendments:

1. A One (1) Bedroom unit is restricted to use as a family residence for no more than three (3) persons.
2. A two (2) Bedroom unit is restricted to use as a family residence for no more than four (4) persons.
3. No person under the age of 55 may permanently reside in the unit unless it is a verified hardship case in writing and approved by the Board of Administration.
4. Guests may reside in the residence for no more than 30 nonconsecutive days per calendar year. **Owner must reside at the property at all times during the guest(s) stay.**
5. Noise levels must be kept at a minimum at all times as to not interfere with residents living adjacent to you.
6. In accordance with the Fair Housing Act of 1988 and our designation as a senior community, at least one occupant living in the unit must be 55 years of age or older in at least 80% of the Units. Any exceptions due to hardship must be approved by the Board of Administration. We have no motivation to make exceptions because to do so places us in jeopardy of losing our Senior Community Status.
7. No pets are allowed.
8. The unit cannot be used for business purposes, nor can commercial vehicles be parked on the property.
9. An owner may lease the unit only once per year with exceptions of death of the tenant or hardship as approved in writing by the Board of Administration.
10. Owners and tenants must abide by all Association rules, bylaws, covenants and state statutes, including the requirements to ensure that both owners and their tenants have completed all documentation required for a new lease or renewal of their current lease. Failure to provide this annual documentation will result in nonrenewal of any current lease and disapproval by the Association of any future lease.

Q. (Owners Only) What restrictions exist in the condominium documents on the leasing or selling my unit?

1. No unit owner may lease or sell the unit without the prior written approval of the condominium association Board. 1st Right of Refusal by the Association applies.
2. A \$100 fee is required (per couple or per unmarried individual) to complete an investigation along with the lease application prior to approval to own or lease the unit.

3. The board will disapprove any sale or approval of the condo unit if the prospective owner has obtained an initial mortgage that exceeds one fourth the appraised value or market value of the condo unit, including sales and/or transfer of the deed.
4. The unit owner cannot obtain a mortgage or any other type of loan using the condo unit as collateral during the period of ownership.

Q. (Owners & Tenants) Do I have to be a member of any associations?

A. No.

Q. (Owners Only) How much are the monthly condominium maintenance payments and the monthly payments to the West Palm Beach Recreational (WPRF) Facilities, Inc.?

A. The payments are based upon unit configuration and are payable by the owner only. For your unit, which is a ___ BR, ___ Bath, Your payments are as follows:

A. _____ Condominium monthly maintenance.

B. _____ WPRF, Inc. monthly payment

The above amounts change on a yearly basis. Coupon booklets will be provided for A. above until ACH Auto withdrawal can be setup with your financial institution.

Q. (Owners & Tenants) Am I required to pay rent on land use fees for recreational or other common use facilities?

A. This is paid to WPRF, Inc. by the owner on a monthly basis (see above question) for recreational facility use and community common areas maintenance (Master Management Agreement). This is typically included in tenant's monthly rent. Tenants should be made aware that if the owner defaults on this monthly WPRF payment, the tenant may be subject to loss of privileges to the recreational facilities. We recommend adding a clause in the tenant's lease allowing them to break the lease and move should be owner default on their payments.

Q. Is the condominium association or other mandatory membership associations involved in any court cases in which it may face liability? If so, identify each case.

A. No.

Q. (Owners & Tenants) As a unit owner or tenant, will I receive a copy of the condominium documents, bylaws, current budget and the previous year's financial report?

A. For owners -Yes. You should receive from the seller at closing. For tenants – the landlord is solely responsible to provide you with this documentation and insure that you understand and agree to abide by all of the rules, policies and documents of the association prior to moving in. You can ask the landlord for a copy of the By-laws in paper or electronic format. Let the board know if you fail to receive this documentation.

Q. Is the condominium incorporated?

A. Yes, all 309 associations in Century Village are incorporated and are not-for-profit corporations.

Q. (Owners & Tenants) Is the Condominium covered by Insurance?

A. Yes, however coverage **only** applies to the common element areas of the association. The **inside** of the unit (i.e. wall coverings such as paint & trim, floor coverings such as carpet, tile or vinyl, molding etc.), requires separate Homeowners' Insurance coverage paid for by the owner that will cover the inside of the residence for a minimum of \$ 20,000.00. The owner will also be required to pay their portion of any required deductible, called Loss Assessment Coverage, of \$2000.00, which is due and payable immediately to the Association upon the filing of any claim, as their portion of the deductible, which would be required for any association catastrophic claim. This is normally included as part of the homeowner's insurance policy, which may or may not be purchased by the owner. The owner may also include Personal Property, Loss of Use, (the \$2000 mentioned above) and whatever they and their agent may agree upon under this policy. Tenants may purchase separate Renter's Insurance to protect their contents. ***Tenants should ascertain whether or not the owner has Homeowner's Insurance prior to moving in.*** By the same token, ***tenants are required to immediately notify the the association president and landlord of any disruption in the form of leaky faucets, flooding, smoke, etc. (contact information is on the bulletin board). Failure to do so could result in refusal of the homeowner's insurance claim by the owner's insurance company. This could be considered negligence on the part of the tenant and will most likely result in legal eviction action taken by the condo owner against the tenant.***

Q. (Owners & Tenants) Are Pets allowed?

A. No.

Q. (Owners & Tenants) How many cars am I allowed to have?

A. Each owner has one parking space designated for their use. We also have three white guest parking spaces that are **for guest use only**. For those with a 2nd automobile, you may ask permission from owners who are seasonal to use their parking spot during their absence. Otherwise, you will have to make arrangements for off-site parking.

Q. (Owners & Tenants) Where do I park my bicycles?

A. There is currently no area designated to store bicycles when not in use. The Board has addressed this problem and has a paved bicycle pad installed under the middle stairwell. Be sure to lock your bicycle. If you park your bicycle here and do not use it regularly, you will be asked to remove the bicycle from parking pad.

Q. (Owners & Tenants) What about motorcycles, RVs, trailers, etc.? Where do I park those?

A. At the present time there is no designated area in our association or in the Village for any of the above.

Q. What kind of routine services should I expect to see? (Owners & Tenants)

A. You will see a crew here weekly to do lawn care and landscape maintenance. Our association is self-managed, and as such each resident is responsible to routinely maintain the area immediately around their unit. This outside area includes door(s), windows, sidewalk/walkway, patio, etc. To brush the windows, doors, fixtures and crevices for spider webs, use **ONLY** the yellow (or green) bottle brushes (no brooms) located inside the storage rooms on each floor (call Bud or Lee if you can't find them). The homes are treated annually, around

March, for pest control maintenance inside the home and are treated outside every quarterly. Any further pest problems can be treated with a call to the pest control company for free. The phone number is posted on the bulletin board.

Q. *(Owners & Tenants) What if I pay my rent but the landlord doesn't pay their assessments or gets behind in their monthly payments?*

A. **Per Florida Statute** – The owner will receive a letter from the Board of Administration notifying them that **until they become current in their payments, the tenant must pay their rent directly to the association.** Beginning the first day of the following month, the tenant will make their check payable directly to the Sheffield D. COA and deliver the payment directly to the president or other board officer, who will provide them with a receipt for their payment that month. Once the landlord/owner becomes current, the tenant will be notified to once again make payments directly to the landlord. *The owner may not request payments from the tenant for months paid to the Association!* If the tenant fails or refuses to make payment to the association, *they will be evicted from the property*, per Florida Statutes. This does not apply to any WPRF payment. See question number 6. above.

Q. *(Owners & Tenants) Where do I do my laundry?*

A. There are laundry rooms on each of the 2 floors of the association. You'll receive a personal pin code to the laundry room biometric door lock to access the laundry room on your respective floor. You must receive a short briefing by a board member prior to your first use of the laundry machines. Contact a board member to schedule this briefing. ***The following rules apply and are strictly enforced:***

1. You'll be assigned a 4 hour block of time once per week. You may also use open blocks of time or evening hours (until 9 PM) in case of an unusual circumstance when available.
2. You must ***only*** do your own and/or your ***resident*** guest's laundry. You and your temporary guest(s) must be actually living in the residence (in the case of guests – no more than 30 days maximum per calendar year). ***You are not permitted to bring laundry from the outside!***
3. Our association purchased large capacity, high efficiency, top-of-the-line machines. We do not require residents to pay for each load of laundry done. To continue to have this privilege, however, it is important that you not abuse the machines by doing excessive loads unnecessarily. Specifically, you must avoid doing loads of only a few pieces per load more than once per week. We use high efficiency washers that reduce the amount of water and electricity needed. To do only a few pieces per load several times a week costs the association money by having to pay for additional water and electricity and results in premature wear and tear on the machines.
4. ***The laundry room must be kept secure at all times.*** Anytime you leave the laundry room ***you must close the door***, even if you are coming right back a few minutes later. It takes only 5 seconds to lock and unlock the door. It takes only 30 seconds to steal our expensive equipment that is stored inside....
5. ***After each use of the laundry room and the machines, wipe down the machines and sweep the floor.***
6. ***Remember to empty the lint trays on the dryers after each load of laundry.***
7. ***Empty the trash when full.***
8. We have experienced repair costs of over \$1000 due to residents using excessive amounts of detergent and rinse agents and slamming the machine doors. Please follow the directions on the detergent bottle,

use only **HIGH EFFICIENCY** liquid detergent (look for the symbol - **He** on the bottle) (no powdered detergent) and add no more than 1/3 cup per load.

9. **DO NOT force the lid open if you forget to add clothes to either of the washers.** The lids have an electronic lock that will lock the lid at the start of the cycle (look for red “Lid Locked” LED light). You have approximately 8 minutes from the start of the cycle to pause the cycle and open the lid to add clothes. If you need to open the lid during this 8 minute period, you **must push the PAUSE/CANCEL button once** and **wait for the RED (LID LOCKED) LIGHT to go off. You will hear a click.** You can then open the lid. **If the light doesn’t go off, you CANNOT OPEN THE LID. DO NOT FORCE THE LID OPEN.** You will have to end the cycle completely by pushing the **PAUSE/CANCEL button TWICE (2 times) to cancel the cycle and wait for the washer to drain and finish the cycle. ONLY when you see the red button go off can you then open the lid and begin a new cycle.** Both washers’ lids have been broken due to residents breaking the lid lock, resulting in repairs and downtime of over two weeks for each occurrence. **THIS IS CONSIDERED ABUSE** of the machines. The Board electronically tracks access in and out of the laundry room and is aware of who was in the laundry room during these occurrences. We don’t want you to lose your use of the laundry room privileges so please be very aware of how the machines operate. If you need help, call a Board member or other owner. If you have been determined to have caused the damage through abuse or neglect, you will pay for the repairs to the machine(s).
10. **The machines are not to be used to wash rugs, comforters or any large, bulky items-no exceptions.** Violations of this rule – See 12. below.
11. **We will not be purchasing any replacement machines for several years, so treat them like they are your own** – because they are! If owners can’t step up and act responsibly, we will have to purchase more expensive, lower quality coin operated machines using credit/debit cards that will require \$4 to wash and dry each load of clothes to operate. It’s your choice. Choose wisely.
12. **Repeated violations of the above rules could result in permanent suspension of privileges and/or fines of up to \$100 per offense from the Fines Committee.**

Q. (Owners & Tenants) What if I have questions that have not been addressed on this form?

- A. You may contact any board member named on the board member list posted on the bulletin board outside the laundry room. The president, Lee Hunt, is a full-time resident. He can be reached by calling 561-202-8460 or you can stop by unit #87 from 9 AM-6 PM.