

LAKE COLONY APTS III, INC.

PURCHASE/RENTAL APPLICATION PROCEDURES AND REQUIREMENTS:

LAKE COLONY APTS III, INC.
c/o CPM
PO Box 33417
Palm Beach Gardens, FL 33410

Please note: if purchasing under a business entity the application must be filled out with said personas signer for such business entity. Proof of authorized signer required such as a print out from Sunbiz.org

- 1) _____ Non-refundable application fee in the form of money order or cashier's check in the amount of **\$150.00** (per person over the age of 18 {applicant}) made payable via website. Married couples eligible to only \$150.00 fee (marriage certificate will be required if last names differ).
 - a **Please note:** An additional hundred (\$100.00 per person) of Foreign Nationality with no US Social Security number - made payable to: CPM) is required per applicant if of Foreign Nationality and holds no U.S.SocialSecurity Number. _____
- 2) _____ Legible copy of each applicant's valid Driver's License or Government issued Picture ID/Passport for ALL persons residing in the residence over 18 Years of age (applicants).
- 3) _____ Copies of ALL Vehicle Registrations & Vehicle Insurance Cards for vehicles that will be parked in the community.
- 4) _____ Signed APPLICANT AUTHORIZATION AND CONSENT FOR RELEASE OF INFORMATION form signed by all parties residing in the residence over the age of 18.
- 5) _____ Executed copy of the Purchase Agreement or Signed Lease Agreement.
- 6) _____ Acknowledgement of Rules and Regulations signed by all parties.

Please note: applications must be turned in complete. All must check / initial next to each item above to ensure you are submitting all required documentation prior to mailing or dropping off. **We do not accept applications by email.**

Please allow up to 30 days for approval and do not schedule closing or occupy the unit until you have been through an orientation and been approved by the board. Proof of approval will come in the form of a signed proprietary lease for purchases.

A copy of your Proprietary Lease will need to be provided to the management company after closing to officially change ownership in our records.

*Applicant(s) will be contacted once the board has made a decision. You may follow up for the status within two (2) weeks via email to: **admin@completepropertymgmt.com** including the following subject line (LC3/ Applicants Last Name

–Property address) in your email(s).

Applicant(s) Email: _____ Email: _____

Agent(s) Email: _____ Email: _____

READ FIRST: Complete ALL questions and fill in all blanks. All information supplied is subject to verification. If any question is not answered/left blank, or answered falsely, this application may be returned, not processed, and/or denied. Missing information will cause delays. Once submitted, order can be cancelled but all fees are NON-Refundable.

PROPERTY ADDRESS: _____ Unit # _____
Purchase _____ OR Lease/Rental _____ Lease Dates: _____ - _____

Realtor: _____ Contact# & Email: _____

Please Print

Applicant 1

Maiden Name: _____

Name: _____

DOB: _____ Social Security _____ - _____ - _____ Phone: (_____) _____

Cellular: _____ Work: _____ Email: _____

Driver's License Number: _____ State: _____ Current Rent: _____

Current Address: _____ City, State _____ Zip _____ How Long: _____

Landlord: _____ Ph: _____ Reason for Moving: _____

Previous Residence 1: _____

How Long: _____ Reason for moving: _____ Landlord: _____

Development/Community: _____ Contact: _____ Phone: _____

Current Employer: _____ Ph: _____ Mthly Income: _____

Address: _____ Supervisor: _____

Dates of Employment: From _____ To _____ Position: _____

Previous Employer: _____ Ph: _____ Mthly Income: _____

Addr: _____ Supr: _____ Reason for Leaving: _____

Dates of Employment: From _____ To _____ Position: _____

Have you ever been convicted of a crime? _____ Date(s): _____

County/State Convicted in _____

Charges: _____

By signing the applicant recognizes that the Association and CPM will investigate the information supplied by the applicant, and a full disclosure of pertinent facts will be made to the Association. The investigation may be made of the applicant's character, general reputation, personal characteristics, credit standing, police arrest record and mode of living as applicable. This form is for the exclusive use of the Board of LAKE COLONY APTS III, INC.

Applicant Signature: _____ Printed Name: _____ Date: _____

READ FIRST: Complete ALL questions and fill in all blanks. All information supplied is subject to verification. If any question is not answered/left blank, or answered falsely, this application may be returned, not processed, and/or denied. Missing information will cause delays. Once submitted, order can be cancelled but all fees are NON-Refundable.

Applicant 2

Name: _____ Maiden Name: _____

DOB: _____ Social Security _____ - - Phone: (_____) _____

Cellular: _____ Work: _____ Email: _____

Driver's License Number: _____ State: _____ Current Rent: _____

Current Address: _____ City, State _____ Zip _____ How Long: _____

Landlord: _____ Ph: _____ Reason for Moving: _____

Previous Residence 1: _____

How Long: _____ Reason for moving: _____ Landlord: _____

Development/Community: _____ Contact: _____ Phone: _____

Current Employer: _____ Ph: _____ Mthly Income: _____

Address: _____ Supervisor: _____

Dates of Employment: From _____ To _____ Position: _____

Previous Employer: _____ Ph: _____ Mthly Income: _____

Addr: _____ Supr: _____ Reason for Leaving: _____

Dates of Employment: From _____ To _____ Position: _____

Have you ever been convicted of a crime? _____ Date(s): _____

County/State Convicted in _____

Charges: _____

By signing the application recognizes that the Association and CPM will investigate the information supplied by the applicant, and a full disclosure of pertinent facts will be made to the Association. The investigation may be made of the applicant's character, general reputation, personal characteristics, credit standing, police arrest record and mode of living as applicable. This form is for the exclusive use of the Board of LAKE COLONY APTS III, INC.

Applicant Signature: _____ Printed Name: _____ Date: _____

OTHER OCCUPANTS THAT WILL RESIDE WITH YOU (over 18yrs old is considered an applicant)

Name	DOB	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____

Pets- SEE PET REGISTRATION FORM

Vehicles

Vehicle #1: Make: _____ Model: _____ Tag#: _____ Yr: _____
 Vehicle #2: Make: _____ Model: _____ Tag#: _____ Yr: _____

Character References (Not Related) Minimum of two

Name: _____	Address: _____
Relationship: _____	Phone: _____
Name: _____	Address: _____
Relationship: _____	Phone: _____
Name: _____	Address: _____
Relationship: _____	Phone: _____
Name: _____	Address: _____
Relationship: _____	Phone: _____

Has any applicant(s) ever been: Evicted Lost part/all security deposit Had lease terminated
Give detail: _____

Emergency Contact

Name: _____ Address: _____
Relationship: _____ Phone: _____

I (we) agree to abide by the Declaration of Covenants, Conditions and Restrictions and Amendments thereto, of the governing Association.
I (we) fully authorize an investigation, if necessary, of all answers and references given. Accordingly, I specifically authorize CPM, its principals, managers or agents to make such investigation and agree that the information contained in this application may be used in such investigation and CPM, its principals, manager or agents shall be held harmless from any action or claim by me in connection with the use of the information contained herein or any investigation conducted by the CPM, its principals, managers or agents.

Applicant: _____ Co-Applicant: _____ Date: _____

APPLICANT AUTHORIZATION AND CONSENT FOR RELEASE OF INFORMATION

This release and authorization acknowledge that CPM., may now, or any time while I own or I am renting, conduct a verification of my current and previous tenant history, current and previous employment, credit history, contact personal references, and to receive any criminal history information pertaining to me which may be in the files of any Federal, State, or Local criminal justice agency, and to verify any other information deemed necessary to fulfill the Owner/Tenant requirements. The results of this verification process will be used to determine Owner/Tenant eligibility under CPM., tenant policies.

I/We authorize **Screening Link** and any of its agents, to disclose orally and in writing the results of this verification process to the designated authorized representative **CPM**

I/We have read and understand this release and consent, and I authorize the background verification. I authorize persons, schools, current and former employers, current and former landlords and other organizations and Agencies to provide **Screening Link** with all information that may be requested. I hereby release all of the persons and agencies providing such information from any and all claims and damages connected with their release of any requested information. I agree that any copy of this document is as valid as the original.

Applicant Signature

Printed Name

Co-Applicant Signature

Printed Name

Co-Applicant Signature

Printed Name

Date: ____ / ____ / ____
MM DD YYYY

LAKE COLONY APTS III, INC.

c/o CPM
PO Box 33147
Palm Beach Gardens, FL 33410

PET REGISTRATION FORM

No Pets are allowed at the Lake Colony Apts III, Inc. at Any time by Anyone unless it is a documented and approved service animal

Address: _____ Owner Name: _____

Pet Type: _____ Breed: _____ Weight: _____ Color: _____

Veterinarian: Name and phone #: _____

YOU MUST PROVIDE A RECORD OF YOUR PETS CURRENT VET RECORDS

Service/Support Animals: Please note: Proper Documentation is required for any and all service/support animals to include: you **MUST** submit supporting documentation including but not limited to: a recent photo of the animal, a certified letter from a practicing doctor on letterhead, proof that animal vaccines are current, copy of current License/Tag #, etc.

Rules & Regulations:

- 1) **Incessant barking dogs are not acceptable.** Please respect your neighbors by adhering to this. **Please do not allow your dogs to urinate in common areas. (i.e.: Parking Lots, Walkways, Stairwells, or the bushes lining these areas. Please pick up after your dogs.**
- 2) No Aggressive Breeds, or any other dog of mean or violent temperament, or otherwise evidences such temperament.
- 3) All pets must be registered and approved by the Association.
- 4) Proof of all required vaccinations must be provided. Current rabies tag # _____
- 5) Proof of updated Shots will be required annually.
- 6) Current photograph of your pet must be provided.
- 7) Owner(s) agrees to abide by pet regulations established by the Governing Documents and all Governmental Sanitary Regulations.
- 8) No pet shall be tied out of the exterior of the unit or left unattended on the patio, balcony, hallway, stairwell, or any other common area.
- 9) No pet shall be permitted outside except on a leash not to exceed 6 ft on LAKE COLONY APTS III, INC. property.
- 10) All pets must be cleaned up after, **IMMEDIATELY**, regardless of the size of the feces or location where deposited. Urination and feces in the courtyard or any LAKE COLONY APTS III, INC. property is prohibited. If your animal has an accident, wash down the urine with water and pickup feces immediately. Continued issues will result in a violation which may result in eviction.
- 11) Any stray cats on property may be trapped and taken away if the board sees fit.

I have read and agree to the rules and regulations regarding pets. I agree to provide the Association with copies of the vaccination papers by a veterinarian, along with a photo and agree to follow the above states rules. A violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners as provided in the By-laws and any applicable Rules and Regulations, other possible legal remedies, and/or to require any animal(s) to be permanently removed from the Association's Property.

Signature of Applicant	Date	Signature of Co-applicant	Date
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Lake Colony Apartments III, Inc.

Application for Occupancy

Unit # _____

1. All applicants must be present at an interview by the Membership Committee of Lake Colony Apartments III, Inc. prior to the Board of Directors final approval of the applicant(s) occupancy. Occupancy prior to Board of Directors approval will result in immediate decline of occupancy of applicant(s).
 2. No more than one Lease in a twelve (12) month period is permitted. Each lease must be for a term of at least six (6) months in term as required by Florida Statute to satisfy the Florida Sales Tax exemption as a residential lease and not a short term / tourism related, and therefore subject to Florida Sales Tax.
 3. All lease renewals and/or extensions are subject to the approval of the Board of Directors of Lake Colony Apartments III, Inc.
 4. At no time are pets of any kind allowed at Lake Colony Apartments III. Per Federal Equal Access laws service animals WITH VALID CERTIFICATION DOCUMENTATION FROM A RECOGNIZED SERVICE ANIMAL TRAINING ORGANIZATION are permitted at Lake Colony Apartments III. Documentation must be attached to this application. Should the need arise for a service animal after occupancy, a thirty (30) day period will be allotted to allow the occupant the time to gather the appropriate documentation and submit it to the Board of Directors of Lake Colony Apartments III, Inc.
 5. No commercial vehicles, unauthorized trucks, boats, trailers, motor homes, campers, recreational vehicles, motorcycles, mopeds, etc. are permitted to park on the premises at any time. Authorized trucks will be permitted.
 6. Each unit at Lake Colony Apartments III has the use of one (1) permanently assigned parking space.
 7. Permanent Occupancy Regulations*:
 - a. Two bedroom unit, no more than four (4) occupants.
 - b. One bedroom unit, no more than two (2) occupants.
 8. Guest Occupancy Regulations*:
 - a. Two bedroom unit, no more than seven (7) occupants.
 - b. One bedroom unit, no more than five (5) occupants.
- *For more information refer to Proprietary Lease Clause #5F
9. Number of visitors and length of stay must be posted on the Recreation room bulletin board, if visitors are to stay overnight more than three (3) days.

Initials _____ Initials _____

REV 2022.04.14

10. I hereby agree - myself and on behalf of all persons who may use the apartment which I seek to lease or purchase will:
- a. Abide by all the of the restrictions contained in the Cooperative Bylaws, Rules & Regulations and other restrictions currently in place, or that may be imposed in the future by the Board of Directors of Lake Colony Apartments III, Inc. through modification of the Rules and Regulations or those that may be imposed by the overall Membership of the Cooperative of Lake Colony Apartments III, Inc. through amendment of the Cooperatives Bylaws.
 - b. Abide by the restriction on animals and will not bring an animal, nor allow any guest(s) to bring an animal into Lake Colony Apartments III, neither shall I acquire an animal after approval for occupancy as a lease occupant, or as an owner/occupant. (See exception in clause#7)
 - c. Abide by restriction requiring that the Membership Chairperson must be notified when any guests, relatives, visitors or children who are not approved occupants will be utilizing the unit or the cooperative amenities in the absence of the owner/occupant or lease occupant.
11. I understand that any violation of the terms, provisions, conditions and covenants of the Lake Colony Apartments III, Inc. Bylaws, Rules & Regulations and Cooperative documents shall provide just cause for immediate action as provided for therein, including but not limited to termination occupancy approval, termination of the leasehold, and/or any other injunctive relief allowed under Florida Statute.
12. I understand that the acceptance for Lease or Purchase at Lake Colony Apartments III is conditioned upon the truthful and accurate completion of this application, personal interview by the Membership Committee, and a majority vote of the Board of Directors of Lake Colony III, Inc.
13. I understand that any misrepresentation or falsification of information on this application will result in immediate rejection of applicant(s) for occupancy.
14. I understand that occupancy prior to approval by the Board of Directors of Lake Colony Apartments III, Inc. is strictly prohibited and will result in immediate rejection of applicant(s) for occupancy.
15. I understand that the Board of Directors of Lake Colony Apartments III, Inc. Will institute an investigation of my background, including criminal background and credit history review. It is understood that any adverse report may constitute grounds for rejection of occupancy by the Board of Directors. Any adverse information found after residency has been granted, will be grounds for denial of residency status.

Initials _____ Initials _____

In making the foregoing application, I am aware that the decision of the Lake Colony Apartments III, Inc. will be final and that the Board of Directors, the Membership Committee nor any cooperative member of Lake Colony Apartments III, Inc., shall not be required to provide any reason to the applicant(s) for the approval or rejection of the applicant(s) for occupancy at Lake Colony Apartments III, Inc. I agree to hold harmless the Board of Directors, the Membership Committee and the Cooperative Membership for the final decision on the Application for Occupancy and agree to be governed by said decision without recourse.

Applicant

Date

Applicant

Date

I have received a copy of the Rules & Regulations of Lake Colony Apartments III, Inc.

Initial



This is an agreement between _____

& _____, as landlord and

_____ & _____, as the

tenants of that certain apartment located in Lake Colony Apartments III, Inc., the

Co-operative:

Unit # _____, _____ Doolen Court, North Palm Beach, Florida 33408

1. **Agreement Term:** Lease term shall commence on _____ and shall terminate on _____. Landlord & Tenant may extend the lease, but must do so in accordance with the Rules and Regulations and Bylaws of the Co-operative and in no case may the lease extension be for less than a 90 day period per lease extension.
2. **Agreement Amount:** Tenant shall pay to Landlord the amount of \$_____ per month to be paid to the Landlord on the _____ day of the month. that the first 30 day furniture and rental fee is \$ _____.
3. **Security Deposit:** Tenant shall pay to Landlord the amount of \$_____ as security deposit which shall be held by Landlord to warrant against damage to the Unit and breach of Lease Agreement.
4. **Furnishings:** Unit is to be rented _____ Furnished _____ Unfurnished. If unit is rented furnished a detailed listing of the items provided in the unit shall be attached.
5. **Co-operative Rules:** Tenant acknowledges receipt of the Bylaws and the Rules and Regulations of the Co-operative known as Lake Colony Apartments III, Inc., and further acknowledge a full and complete understanding of said Bylaws and Rules and Regulations. Tenant agrees to fully comply with the Bylaws and Rules and Regulations including amendments and additions as adopted by the Board of Directors of the Co-operative. Tenant further agrees that should they singularly or jointly, fail to comply with the Bylaws and Rules and Regulations of the Co-operative, this rental agreement in its entirety may be terminated by the officers of the Co-operative without further notice, and Tenant shall be required to remove themselves and their personal belongings from the premises of the unit as mentioned herein and the Co-operative immediately regardless of any protests, on the part of Landlord, Tenant or any other

Initials _____ Initials _____

person. Financial adjustments in the case of forced removal from the subject unit will be solely a matter between Landlord and Tenant.

6. **Agreement End:** Tenant agrees to leave the subject unit in as good and clean a condition as when Tenant first occupied said unit, fair and acceptable wear and tear as would normally be incurred during the lease term excepted.
7. **Hold Harmless:** Landlord and Tenant, through their signatures affixed below, agree to hold harmless the Co-operative, its officers and directors and its members free of any and all claims for damages that may arise through the execution of any of the terms of this rental agreement, enforcement of any and/or all of the provisions of the Bylaws and the Rules and Regulations of the Co-operative as currently in existence or as amended or subsequently promulgated.
8. **Proprietary Lease:** Landlord declares that they are the rightful owner of the Proprietary Lease providing Landlord full membership in the Co-operative known as Lake Colony Apartments III, Inc., and that at the time of this rental agreement that Landlord is in good standing with the Co-operative . Further, Landlord acknowledges sole responsibility for the conduct of Tenant while Tenant occupies unit and understands that this rental agreement MAY NOT be filed in the public records of any County or Municipality.
9. **Agreement Entirety:** Landlord, Tenant and Co-operative acknowledge that this agreement contains only the agreement between Landlord, Tenant and Co-operative and is in no way meant to substitute or replace a standardized Lease agreement by and between Landlord and Tenant.

Landlord

Date

Tenant

Date

Co-operative President

Date



LAKE COLONY APARTMENTS III, INC.

RULES AND REGULATIONS

LAUNDRY ROOMS – Hours are from 7:00am to 10:00pm. Please consider those living close to the laundry rooms. Please clean out the lint screen on the dryer after each use. Absolutely NO DYEING in washers. The facilities are for Lake Colony residents only. For token purchases see the bulletin boards. Do not pour anything in the first floor laundry room sinks that will clog the drains.

TRASH AND GARBAGE – Wrap all trash in closed bags. Use your garbage disposal for all food waste, if possible. Keep your garbage disposal in working order. Recycle all newspapers and cardboard boxes in the open bins. Plastic, cans, and other like material use the blue container.

POOL – Hours are from 8:00am to 10:00pm. No children under twelve (12) years of age shall be permitted to use the pool or be on the docks or seawall, unless accompanied by an adult. EVERYONE MUST SHOWER BEFORE ENTERING THE POOL EACH TIME. If you have suntan lotion on, please put a towel on the chair or lounge. Running, jumping, or diving into the pool and excessive splashing are not permitted. Use non-breakable or plastic glasses, dishes, etc. in the pool area. When you are through using the chairs or lounges, please put them back. Lower the umbrellas please. Lake Colony facilities are for the use of our members, their tenants, or guests ONLY.

PARKING AND ELEVATORS – All vehicles must be parked in the assigned spots. Residents may park only passenger automobiles, passenger vans, and approved 4-wheel pick-up trucks. No trucks larger than 4-wheel and within the specifications set forth, commercial vans, recreational vehicles, buses, motor homes, boats, boat trailers, or motorcycles are permitted to be parked overnight. Also, truck parking is allowed only for 4-wheel pick-up trucks meeting specified guidelines and that have been approved by the Board of Directors. Full size cars and approved pick-up trucks parking on the street side must be backed in. Compact cars are exempt. Cars that park on the building side should drive in. All vehicles must be parked in the center between the lines. Do not park your car in the car wash area on the West side of Building D. Use this area only when washing your car. Racks for bicycles are available on the East side of building C. Keep bicycles locked for your protection. Lake Colony is not responsible in any way for damage to bicycles or stolen bicycles. No children under twelve (12) years of age are to operate the elevators, unless accompanied by an adult. PLEASE, AS PER FLORIDA STATUTE, NO SMOKING ON ELEVATORS.

CO-OP SOCIAL FUNCTIONS AND RECREATIONAL ROOM – These social functions are for members and renters. Guest reservations should be made in advance. Check notices near elevators for times, dates, etc. The Recreational Room may be reserved for your use by entering the date and time on the calendar on the bulletin board in the clubhouse. Please leave the kitchen and recreational room clean when you leave. All garbage must be disposed of properly.

Members and approved renters using this facility accept full responsibility for any damage whatsoever, caused by themselves or their guests, to the recreation room, including, but not limited to, furniture, appliances, screens, doors, and any other miscellaneous items in the recreational room.

STORAGE LOCKERS AND EMERGENCY KEYS – No flammable liquids are to be kept in the storage lockers. Old mildewed boxes should be replaced with fresh boxes. NO NOT LEAVE ANYTHING, INCLUDING HURRICANE DOOR PANELS IN THE AISLES OF THE STORAGE ROOM. IT WILL BE THROWN OUT. A spare key to the apartment shall be provided to the Board of Directors to be used in case of an emergency. These keys are to be kept in a safe and secure place and locked at all times.

HOUSEKEEPING – Keep your porches tidy. Porches are not to be used for storage rooms. No cooking of any type is permitted on the balconies or patios. A grill is provided near the Recreation Room. Keep walkways clear of any items for safety reasons.

PETS – There are NO PETS ALLOWED on the property, even overnight. Please DO NOT feed the local birds. This turns the birds into pests and draws vermin to Lake Colony.

RESALES AND RENTALS – All sales and rentals are to be approved by the interview/orientation committee. The first step for approval is to contact the management company and place an application for processing along with the required fees and documentation. Once the application has been processed by the management company, it must be reviewed and approved by the Board of Directors. Then someone will contact the prospective purchaser or lessee of the date and time of the interview meeting. This is a senior community. NO SIGNS FOR RENTAL OR SALES SHALL BE ALLOWED IN OR ON THE APARTMENT OR CO-OP GROUNDS.

ALTERATIONS – All applications for alterations to apartment units must be submitted to the Board of Directors or their designee for their review and approval. There is a special form for such requests. No changes can be made without approval from the Board of Directors. No ceramic tile, other hard surface flooring, built up flooring or carpeting is permitted on the second and third floor balconies. The concrete surface of each balcony must be easily observable for inspection. Balcony porches may be sealed with a protective coating or painted. Owners not complying with this rule are responsible for any and all repair work on their balcony floor. (the concern for structural safety of our balconies require that we not allow carpeting because it holds moisture which eventually causes the cement underneath to crumble and thereby ruins the balcony.) Ceramic and other hard surfaces are permitted throughout the first floor units. Second and third floors can be hard-surfaced laid over ¼” cork. Such change is subject to the Board of Directors approval before installation.

GUESTS AND VISITORS – This is spelled out in your proprietary lease. Please refer to 5f and 5g. Please contact the Membership Chairperson as to the name of the person or persons, the date of their arrival and departure, so that it will not appear as if a stranger is trespassing.

NOISE ABATEMENT-RADIOS, TV’S, STEREOs, ETC. – Please consider your neighbors and keep the volume adjusted to reasonable levels, especially after 11:00pm.

Intials _____ Initials _____

REV 2022.04.14

STORM SHUTTERS – ALL apartment owners who will be away (non-hurricane season) from their apartments for a period of three (3) weeks or longer must install their storm shutters over all windows and doors with windows, front and back. It will not be permissible to be away and leave this responsibility to a friend or relative. During hurricane season, the apartments **MUST** be shuttered if you are away for more than one week. ALL shutters must be installed at the first report of a hurricane warning. In the case of mandatory evacuation, the water should be turned off. Owners are responsible for seeing that their units are shuttered, not the renters. All shutters must be in good condition and operable. Shutters must be taken down accordingly.

LEAVING APARTMENT – It is required to turn your water off if you will be gone any length of time, usually over seven (7) days. It is also your responsibility to have the water and electricity turned on. See Board member for assistance, if necessary. See **CLOSING YOUR APARTMENT** packet for suggestions to ensure your apartment will be in good shape when you return.

YEARLY INSPECTIONS – There will be yearly inspections of garbage disposals, a/c filters, and smoke detectors. They **MUST** be in working order. If you have ants or roaches, the owner must hire an exterminator. If screens are torn, the owner must have them repaired or replaced.

MONTHLY PAYMENTS – Maintenance is collected by Lake Colony Apartments III in one of three ways:

1. Pay by check a year in advance,
2. Pay by the ACH program using the unit owner's account, or
3. Pay by ACH using a free checking account with no balance limit at any Institution of your choice. Any monthly assessment not collected by the 5th of each month will be assessed a \$25.00 late fee. **NO EXCEPTIONS.**

SMOKING POLICY - Smoking is not allowed on the front walkways, inside elevators, or inside the recreational room. Smoking is permitted inside your unit and the back patio of your unit. People smoking in other common areas are requested to be considerate of non-smokers. Please use discretion when smoking in the presence of non-smokers.

THE BOARD OF DIRECTORS – LAKE COLONY APARTMENTS III, INC.

SERVICE ANIMAL / EMOTIONAL SUPPORT ANIMAL APPLICATION

Please submit this application if you would like to be approved by Lake Colony Apts. Three, Inc. for a reasonable accommodation for yourself, a member of your household, or a guest who is a person with a disability that substantially limits one or more major life activities. The definition of "disability" may be found in the attached Reasonable Accommodation policy, for reference by the individual who is submitting the application, to see if you, your household member, or guest qualify as a person with a disability/handicap.

Please submit this form completed in its entirety to the Board of Directors for review.

Date of Request

Email Address

Name of Applicant/Resident/Participant

Telephone Number

Address

City/State/Zip Code

1. I am applying for the following Reasonable Accommodation (check **one** below):

- Service Animal Reasonable Accommodation
- Emotional Support Animal Reasonable Accommodation

2. I am a person (or am representing a person) with a disability/handicap as defined by one or more of the following: ***A physical or mental impairment that substantially limits one or more major life activities; or a record of having such impairment; or is regarded as having such impairment.***

3. I am requesting the following reasonable accommodation(s) on behalf of:

_____.

4. I understand that it is an exception to the Association's express, written, and strictly enforced policies regarding pets and animals (reasonable accommodation) to allow the following animal to reside in my Unit: _____.

5. My reason(s) for requesting this reasonable accommodation is as follows:

6. As applicable, a physician, licensed health care professional, or a professional representing a social service agency, disability agency, or clinic has completed the attached Statement of Qualifying Health Professional.

7. I understand that the information obtained by the Association will be kept completely confidential as required by Florida Statutes Section 718.111 (12) (c), and that the information I provide will be used solely to evaluate my request for a reasonable accommodation.

SERVICE ANIMAL/EMOTIONAL SUPPORT ANIMAL APPROVAL PROCESS

Applicant must complete the following:

- ___1. Fill out in its entirety the first 2 pages of this application “Service Animal / Emotional Support Animal Application” (pg. 1-2).
- ___2. Sign, print and date the page titled “Policies and Procedures for Maintaining an Service Animal / Emotional Support Animal” (pg. 4).
- ___3. Sign, print and date the acknowledgement of the “Reasonable Accommodation Policy” (pg. 5-6)
- ___4. Fill in the blanks along with signature on “Service Animal / Emotional Support Animal Registration” (pg. 7).
- ___5. Provide the “Statement of Qualifying Health Professional” completed by a Qualifying Health Professional along with signature (pg. 8-9) OR provide another form of legally acceptable verification of the disability/handicap.
- ___6. Provide a color copy photograph of the animal.
- ___7. Provide a copy of the Veterinarian’s certification that all shots /inoculations are up to date.
- ___8. Provide a copy of the animal’s training certificates and/or certifications (*if applicable*).
- ___9. Provide the Healthcare Provider’s Authorization for Release of Information (pg. 11).
- ___10. Return Completed Applications to the Association’s Board of Directors, whose information is located at the top of each page. The Board of Directors will decide on the final approval or denial and will notify Applicant of this approval or denial.

Annual follow-up that may be required by the Board of Directors:

- Annual Service Animal/Emotional Support Animal Certifications (*if applicable*)
- Vaccination record updates
- Review of ongoing needs (*Emotional Support Animal Only*)
- Review of any complaints regarding Service Animals/Emotional Support Animal

MAINTAINING A SERVICE ANIMAL / EMOTIONAL SUPPORT ANIMAL

Should a request for a reasonable accommodation be granted, the Association reserves the right, pursuant to Florida Law, to withdraw this approval at any time should the service animal or emotional support animal become a nuisance to others, which includes, but is not limited to: barking, biting, aggressive behavior, attacking, owner's failure to properly dispose of excrement or waste, failure to comply with all state and local ordinance and statutes, not maintaining the animal on a leash at all times when outside of the unit, insect/extermination issues and/or sanitation/odor problems.

Additionally, the approval of the animal may be withdrawn if the requesting party is no longer disabled. Further, the applicant/owner is required to provide updated medical information concerning his/her disability (if such disability is not permanent), current and annual vaccination records, immunization and Veterinarian records for the animal, all certifications or trainings the animal possesses, or as required by the Board of Directors.

Failure to comply with any of these requirements shall be grounds to withdraw the approval of the animal. Owner is solely responsible for any and all damages caused by the animal, whether to person or property.

All information received by the Association in conjunction with a disabled Owner's or Resident's request for reasonable accommodation will be kept confidential in compliance with Florida Statute Section 718.111(12) (c).

I have received and read a copy of this Policy and Procedures for Maintaining a Service Animal / Emotional Support Animal and a copy of the Rules and Regulations regarding Service Animals / Emotional Support Animals, and I agree to abide by the regulations. I bear full responsibility for the service animal / emotional support animal.

Requesting Party's Signature

Date

Printed Name of Requesting Party

REASONABLE ACCOMMODATION POLICY

Please be advised that this Association has strict rules regarding animals and pets within the community, and the Association is required by law to enforce these rules. Many people chose to move into this community because they have allergies or other health issues related to animals. Therefore, anyone requesting an animal must follow the application and approval process set forth herein.

You have indicated that you, or a member of your household, need a reasonable accommodation because of a disability/handicap in connection with a Unit located at Lake Colony Apts. Three, Inc. In order to protect the health and safety of all residents at Lake Colony Apts. Three, Inc., it is the responsibility of the Association to obtain the necessary information to evaluate the requested accommodation to the current policies and rules.

If an individual's disability/handicap is obvious and if the request for accommodation is also apparent, the Association will not request any additional information about the requester's disability/handicap or the related need for the requested accommodation.

If an individual's disability/handicap is not obvious, after reviewing the submitted request form, the Association may request reliable information that is necessary to verify that the requester has a physical or mental impairment that substantially limits one or more major life activities. Please take this policy and the attached *Authorization for Release of Information* to your health care provider or other appropriate individual, clinic or agency so that a professional with expertise in the area of the proposed disability may provide verification of the disability through the use of the Association's forms.

To the extent a disability/handicap is not permanent, the Association may annually request additional or updated medical information as it deems necessary, to determine if there is a continued need for the requested accommodation. The Association may also request updated vaccination records and certificates as applicable.

Please be aware that some disabilities may be temporary and resolve in time. When that is the case, YOU WILL BE REQUIRED TO REMOVE THE ANIMAL FROM THE HOME after annual renewal and finding that the disability no longer exists.

Additionally, since an individual's need for an accommodation may change over time as a result of changes in the individual's own level of disability/handicap or impairment, treatments, and/or other circumstances affecting the individual, it is your responsibility to notify the Association if you need, or no longer need, a reasonable accommodation. Please note that owners are not permitted to have more than one support animal, unless the distinction of separate needs for each animal has been established. A separate form is required for each animal.

Lake Colony Apts. Three, Inc.
c/o CPM 800 Village Square Crossing Palm Beach Gardens, FL 33410

The Association may request advice from legal counsel concerning any Owner's request for a reasonable accommodation. Owner hereby consents to the disclosure of all documentation in support of the request to the Association's legal counsel. Lake Colony Apts. Three, Inc. will use this information to evaluate your request for a reasonable accommodation. Lake Colony Apts. Three, Inc. will keep this information confidential. If you choose not to authorize the release of this information, we may not be able to consider your reasonable accommodation request(s).

I have received and read a copy of this Reasonable Accommodation Policy, and I understand and agree to the Association's Policies.

Requesting Party's Signature

Date

Printed Name of Requesting Party

SERVICE ANIMAL / EMOTIONAL SUPPORT ANIMAL REGISTRATION

OWNER'S NAME _____ UNIT # _____

ANIMAL'S NAME _____ BREED _____

COLOR _____ WEIGHT _____ MALE FEMALE

DATE PET/ANIMAL WAS ACQUIRED _____

VETERINARIAN'S NAME _____ PHONE # _____

DOES THE ANIMAL HAVE ANY SPECIALIZED TRAINING AND/OR CERTIFICATIONS?
YES NO

I/We the Owners of _____ (Name of Animal) do hereby certify and understand that pets and animals are only permitted at Lake Colony Apts. Three, Inc. with certain specifications. I/We understand and agree that the only reason the above service animal / emotional support animal is permitted to remain on the property is due to _____'s request for a reasonable accommodation to the current pet policy and the Board of Director's determination that _____ suffers from a disability/handicap that substantially limits one or more of the Applicant's major life activities and the service animal / emotional support animal will alleviate the effects of the disability/handicap.

Name

Date

ATTACH:

COPY OF PHOTOGRAPH OF THE ANIMAL

COPIES OF THE ANIMAL'S TRAINING CERTIFICATES AND/OR CERTIFICATIONS

STATEMENT OF QUALIFYING HEALTH PROFESSIONAL

1. My name is _____.
2. I am licensed by the State of _____ and my license # is _____.
3. My practice specialty is _____.
4. My office is located at _____.
5. I am _____ (hereinafter "Patient") treating physician. I began treating Patient on _____.
6. On or about _____, I diagnosed Patient within a reasonable degree of medical certainty as suffering from a physical and/or mental disability/handicap. **(CIRCLE ALL THAT APPLY)**.
7. Within a reasonable degree of medical certainty, I have concluded that Patient's medical/mental condition substantially limits Patient's major life activities as follows:
(list the major life activities affected by the disability):

8. I prescribe a service animal or emotional support animal **(CIRCLE ONE)** as part of Patient's medical treatment.
9. The (service animal / emotional support animal / reasonable accommodation) is medically necessary and will assist Patient in:

10. It is my medical opinion that Patient is handicapped as that term is defined under the Fair Housing Act and Florida Fair Housing Act***, and the animal is medically necessary to afford Patient an equal opportunity to use and enjoy the unit/home.
11. This statement is made to induce Lake Colony Apts. Three, Inc., Inc. to make substantial and material alterations to the Association's use restrictions based upon a medical, mental and/or physiological disability/handicap substantially limiting one or more of Patient's major life activities which does not include current, illegal use or addiction to a controlled substance.

Signature of Health Professional

**Lake Colony Apts. Three, Inc.
c/o Allied Property Management Group, Inc., 1711 Worthington Rd. #103
West Palm Beach, FL 33409**

** The Federal Fair Housing Act (42 U.S.C. 3602) defines the term handicap as follows:

“Handicap” means, with respect to a person -

- (1) A physical or mental impairment which substantially limits one or more of such person’s major life activities,
- (2) A record of having such impairment, or
- (3) Being regarded as having such impairment, but such term does not include current illegal use of or addiction to a controlled substance.

** The Florida Fair Housing Act (Fla. Stat. 760.22) defines the term handicap as follows:

(7) “Handicap” means:

- (a) A person has a physical or mental impairment which substantially limits one or more major life Activities, or he or she has a record of having, or is regarded as having, such physical or mental Impairment; or
- (b) A person has a developmental disability as defined in s. 393.063.

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Patient's Consent for Healthcare Provider's Release of Information

Healthcare provider's name: _____

Address: _____

Telephone number: _____

I, _____, hereby provide my consent to _____
_____, my healthcare provider, so that they may speak
with Lake Colony Apts. Three, Inc.'s authorized representative in conjunction with my
Service/Companion Animal Application if it is necessary for clarification of statements in
the Statement of Qualifying Healthcare Professional. I understand that the only
information my healthcare provider is permitted to release is that which is related to my
need for the service or companion animal. The healthcare provider will not be requested
to state my medical diagnosis, only the ways in which my disability substantially limits one
or more major life activities, and the reason(s) I need the animal.

Requesting Party's Signature

Date

Printed Name of Requesting Party