



**Tivoli Trace Condominium Association**  
**Lease Application Checklist**

- Application Page
- Vehicle Information Page
- Vehicle Registration(s)
- Deed Restricted Community Page
- Pet Page
- Veterinarian Records (if applicable)
- Authorization for Screening (one per applicant)
- Non-Citizen provide Homeland Security form or from Country of Origin
- Photo ID – must be legible
- References form
- Rules and Regulations signature page
- Addendum to Lease Page
- Affidavit of Application (must be signed and notarized)
- Copy of executed Lease Contract
- Non-refundable processing fee of \$100.00 payable to Watson Association Management
- Screening fee of **\$50.00 for each** applicant over 18 payable to Tivoli Trace Condominium Association
- \$1,200.00 Condominium Security Deposit payable to Tivoli Trace

If an application is submitted and is *NOT* complete, it will *NOT* be processed.

**Please make sure when submitting your application all documents  
and fees are included to avoid any delay in the approval of your  
application.**

\*\*\*According to Association Documents approval can take up to 30 days\*\*\*

430 NW Lake Whitney Place, Port St. Lucie, FL 34986  
435 S. Yonge Street #3, Ormond Beach, FL 32174  
1410 Palm Coast Parkway NW, Palm Coast, FL 32137

Phone 772.871.0004 Fax 772.871.0005  
Phone 386.252.2661 Fax 386.673.4943  
Phone 386.239.1555 Fax 386.246.9271



# Association Management

## LEASE APPLICATION

Date: \_\_\_\_\_

Property Address: \_\_\_\_\_

Applicant Name: \_\_\_\_\_ Active Military Service Member \_\_\_\_ Yes \_\_\_\_ No

Co-Applicant Name: \_\_\_\_\_ Active Military Service Member \_\_\_\_ Yes \_\_\_\_ No

Present Address: \_\_\_\_\_

Applicant Phone: \_\_\_\_\_ Co-Applicant Phone: \_\_\_\_\_

Any other Occupants? \_\_\_\_ If Yes, list names, age and relationship:

Name \_\_\_\_\_ Relation \_\_\_\_\_ Age \_\_\_\_\_

Name \_\_\_\_\_ Relation \_\_\_\_\_ Age \_\_\_\_\_

**Any additional Lease occupant  
over 18 must submit an  
authorization for screening form  
along with a \$50.00 fee payable  
to Tivoli Trace Condominium.**

Applicants employers name: \_\_\_\_\_

No. of years there \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Co-Applicants employers name: \_\_\_\_\_

No. of years there \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

I/WE HEREBY AGREE TO ABIDE BY ALL DOCUMENTS AND RULES & REGULATIONS OF TIVOLI TRACE CONDOMINIUM ASSOCIATION, A COPY OF WHICH DOCUMENT I HAVE RECEIVED FROM LESSOR.

(IF LESSOR FAILS TO PROVIDE A SET OF DOCUMENTS TO LESSEE, A COPY WILL BE MADE AVAILABLE BY THE ASSOCIATION MANAGEMENT COMPANY AT A COST OF \$50.00 PER DOCUMENT COPY.)

LESSEE: \_\_\_\_\_  
Signature(s)

Date: \_\_\_\_\_

LESSEE: \_\_\_\_\_  
Printed Name(s)

Date: \_\_\_\_\_

LESSEE: \_\_\_\_\_  
Signature(s)

Date: \_\_\_\_\_

LESSEE: \_\_\_\_\_  
Printed Name(s)

Date: \_\_\_\_\_

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**APPLICATION FOR VEHICLE PERMIT**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**DESCRIPTION OF VEHICLE(S):**

**VEHICLE #1:**

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

Color: \_\_\_\_\_ Gross Weight: \_\_\_\_\_ VIN: \_\_\_\_\_

Vehicle Tag: \_\_\_\_\_ State: \_\_\_\_\_

Registered to: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**VEHICLE #2:**

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

Color: \_\_\_\_\_ Gross Weight: \_\_\_\_\_ VIN: \_\_\_\_\_

Vehicle Tag: \_\_\_\_\_ State: \_\_\_\_\_

Registered to: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**PLEASE NOTE:**

- ☐ EACH UNIT HAS AN ASSIGNED NUMBERED SPACE. OWNER OR RESIDENT MAY NOT KEEP MORE THAN TWO (2) VEHICLES WITHIN THE COMMUNITY ON A PERMANENT BASIS WITHOUT PRIOR WRITTEN CONSENT OF THE BOARD OF DIRECTORS.
- ☐ NO PARKED VEHICLE MAY IMPEDE THE GENERAL TRAFFIC FLOW THROUGH A PARKING LOT. VEHICLES BACKED INTO PARKING SPACES MAY NOT BLOCK OR INFRINGE UPON THE ADJOINING WALKWAY.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**Deed Restricted Community**

I/We understand that we are moving into a deed-restricted community.  
I/We hereby agree to abide by all Documents and Rules and  
Regulations of TIVOLI TRACE CONDOMINIUM ASSOCIATION, a  
copy of which I/We have received from the owner.

~~~~~

Lessee  
Signature \_\_\_\_\_ Date: \_\_\_\_\_

Lessee  
Signature \_\_\_\_\_ Date: \_\_\_\_\_

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**PLEASE ADVISE US OF ANY ANIMALS TO BE RESIDING IN THE UNIT**

- Dogs which are household pets shall always whenever they are outside a unit be confined on a leash held by a responsible person.
- The breed of dog commonly known as “pit bull” is prohibited.
- No pets shall be kept, bred, or maintained for any commercial purpose.
- All owners shall immediately pick up and remove any solid animal waste deposited by his pet on the properties, including the common areas and the exclusive neighborhood common area.
- A total of 2 pet(s) weighing 20 pounds each. Residents must furnish the Association with a copy of all vaccinations

Pet? Yes \_\_\_\_\_ No \_\_\_\_\_ (If no pets please sign and return)

Pet Type: \_\_\_\_\_ Weight: \_\_\_\_\_ Age: \_\_\_\_\_ Color: \_\_\_\_\_ Sex: \_\_\_\_\_

Pet? Yes \_\_\_\_\_ No \_\_\_\_\_

Pet Type: \_\_\_\_\_ Weight: \_\_\_\_\_ Age: \_\_\_\_\_ Color: \_\_\_\_\_ Sex: \_\_\_\_\_

- **I/We further agree to furnish the Association with a copy of all vaccinations.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**A SEPARATE AUTHORIZATION FORM IS REQUIRED FOR  
EACH APPLICANT. BACKGROUND SCREENING FEE OF \$50.00 PER  
APPLICANT PAYABLE TO TIVOLI TRACE**

**GENERAL AUTHORIZATION FOR APPLICANT SCREENING**

**Applicant Name:** \_\_\_\_\_ **DOB:** \_\_\_\_\_

**Social Security Number:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Present Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Previous Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Applicant hereby Authorizes Tivoli Trace Condominium Association and its Agent, Watson Association Management to obtain and verify a social security number search and criminal and credit report required to process his/her application for residency.**

**Applicant agrees to indemnify and hold harmless Tivoli Trace Condominium Association and Watson Association Management, their employees, managers, officers and directors, affiliates, subcontractors and agents from any loss, expense or damage which may result directly or indirectly from information or reports furnished by Watson Association Management.**

**Applicant Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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## References

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Please provide us with 3 references that we may contact.

Applicant's Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Relationship: \_\_\_\_\_

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Date:

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**EXHIBIT - D**  
**TIVOLI TRACE CONDOMINIUMS**  
**AMMENDEE RULES AND REGULATIONS**  
**09/01/2018**

**Introduction**

All owners and tenants are to abide by and become familiar with the various documents governing Tivoli Trace Condominium, Inc., hereafter cited in full or simply as Tivoli Trace. The documents that Owners should be familiar with are: (1) the current Florida Statutes, Chapter 718, Condominiums; (2) the Declaration of Condominium, (3) the By-Laws of the Association (4) these Rules and Regulations.

Authority for Rules and Regulations as per the Florida Statutes and the Declaration the authority to make rules for the government of Tivoli Trace are vested in the Board of Directors. Rules and Regulations may be established, modified, added to or repealed at any time by the Board of Directors, with 14-day advanced notice of the meeting that such rules adoption or revision is planned.

Each Owner/Tenant shall be held responsible and accountable for the actions of family members, hired personnel, vendors, contractors, licensees, invitees and guests in compliance with these rules.

Tivoli Trace is entitled to certain legal remedies available to it and shall make use of such to insure compliance with these Rules and Regulations. All legal and administrative fees to enforce compliance shall be paid by the Unit Owner and are subject to standard collection procedures. Failure to clear accounts will result in the same remedies applied to late maintenance fee payments. All fees charged on any maintenance account may, if applicable, prevent the closing and sale of your unit, and will not be waived under any circumstances. Any maintenance payments received will be applied first to pay attorney's fees, fines, interest penalties and late fees.

Owners/Tenants and/or their guests who violate the Rules and Regulations of Tivoli Trace are subject to fines and penalties up to the legal limits established by Florida statutes for each offense. A Fining Committee made up of at least three (3) Association members other than members of the Board of Directors will review violations and recommend fines and/or penalties to the Board of Directors

Unit Owners have a right to a hearing before the Board of Directors prior to final disposition. (Habitual rules violators may be sued for eviction as being a nuisance to Tivoli Trace and the Fining Committee may not be brought into play.

Complaints regarding the management of Tivoli Trace or the actions of a Unit Owner/Tenant shall be in writing and signed by the Unit Owner who is filing the complaint. Complaints are sent to the property management company of Tivoli Trace. E-Mail complaints to management are an acceptable form and by utilizing e-mail there is an implied signature by the complainant. Complaints may also be filed at [www.tivolitrace.com](http://www.tivolitrace.com). Violation letters resulting from the complaints received are sent by Management to the alleged violator. Such letters do not identify the complainant. Management will not divulge the identity of those filing complaints except to the property manager, the Board of Directors and law enforcement.

**Building and Grounds**

1. No physical obstruction of walkways or breezeways with the exception that unit entrances may have a small table (1ft. sq.) or chair and (1) potted (1) gallon plant. Ambulance and fire rescue must be unobstructed.

2. Barbeques. Per Fire Safety Regulations, charcoal or wood burning grills are not permitted, however, propane or natural gas grills are permitted, but cannot be used or stored on patios, must be used and stored a minimum of (16) feet from any building, against the reserve or site perimeter fence such that they do not obstruct lawn maintenance. Note: with exception, charcoal grills are permitted in the barbeque pen area at the clubhouse, which is designed and approved for such purpose. All owners and guests may use this area and must observe usage guidelines which include; no burning of wood or paper, cleanup of grill and disposal of ashes after use, restriction of children in the pen under 16 years of age.



3. Generators. Per Fire Safety Regulations, no gas or propane type generator may be used in a unit, on any patio, landing, or breezeway, or on the common areas, except as needed by Operational Management or the Association for emergency cleanup.
4. No bulk storage, garbage, refuse, at any time in meter rooms, patios or attics, or any other part of the common or limited common elements of the property.
5. No physical alteration of any unit/building structure or alteration to the common or limited common elements of the property is permitted. When interior remodeling is desired, all unit owners must make "Application for Architectural Change", to the Association, for all modifications within their unit, or where there is any deviation from the "as built" plans for the unit. This includes any changes or additions to electrical wiring, for example, relocation of kitchen appliances, installation of track lighting or ceiling fans, changes to or removal of plumbing fixtures, replacement of unit entry door, installation of tile, installation of hurricane shutters, impact windows, or screen enclosure, other such improvements. Such work may additionally require permits from the City of Deerfield Beach. No fasteners, hangers, shelves, bracket, or other device can be affixed to any exterior wall of a building, including patios. Under no circumstance shall any interior wall or structure, be added or removed, in part or full, or relocated. No type of tile, carpet, covering, paint, sealant, wood, may be applied to or cover the patio, landing, breezeway concrete. All patio concrete must remain in its natural unfinished state. Any removal of such wrongful alterations to the common or limited common elements (done without Association approval), or removal of approved alterations for lack of maintenance by the unit owner, shall be done by the Association, and any consequential repair of damages to the common or limited common elements shall be billed to the owners account. Failure to pay for such remediations or failure to settle account shall be subject to the Association's normal collection procedures. Please see the Associations Declaration of Condominium for additional provisions of this restriction.
6. No waterbeds, or aquariums (i.e. fish tanks), are permitted in any unit.
7. Nothing shall be shaken or hung from patios, balconies, terraces, windows, doors, railings, or fences. No hanging or drying of clothing, carpets, or other items of any kind shall be done anywhere on the common areas of the property.
8. Nothing shall be permitted to fall, to be swept, or to be thrown from patios, balconies, terraces, windows, or doors, onto any common area of the property.
9. No trash bags, refuse, or garbage may be left on any common area, breezeway, at the unit door, or on the patio, but must be brought to the dumpster immediately. All refuse /garbage must be in sealed plastic bags. All boxes and containers must be broken down flat to be placed in the dumpster area. NOTHING shall be placed outside the dumpster walls. If provided, recyclables must be placed in the appropriate containers provided by the City of Deerfield Beach.
10. No refuse, debris, demolished materials, contractor garbage or bulk, landscape or tree trimmings, or any items from outside the community may be brought onto the property. Only that garbage, refuse, debris of the residents of the community at Tivoli Trace, generated at Tivoli Trace while residing in the unit, may be discarded at the dumpsters.
11. No storage of paints, chemicals, lubricants, solvents, propane or natural gas cylinders, or other hazardous volatile, or explosive, materials in units.
12. No storage of fireworks, gunpowder, or unregistered weapons. If registered, all state, county, local ordinances must be observed, in particular, no weapon may be discharged into the air at any time for the purpose of celebration.
13. No business or enterprise may be operated from any unit, requiring ingress and egress of patrons onto the premises (telephone or Internet OK as long as not illegal), or enterprise which is criminal and in violation of municipal ordinance, county ordinance, state, federal, or international laws. Neighbors should report any suspected activity immediately to the Board. No resident may operate any business or enterprise on the common area or parking lot.

14. No loitering, littering, or consumption of alcohol, on the common areas, stairwells (steps), or breezeways, which shall include the holding of large outdoor parties, gatherings, playing of loud music, or discarding trash or cigarette butts. The clubhouse and designated areas behind the clubhouse may be used for special events with prior approval of the Board (does not include alcoholic beverage drinking parties).

15. No noise disturbance, to include but not limited to; barking dogs or other animal annoyances, theater systems with subwoofers, stereo systems, music equipment or amplifiers, playing of musical instruments, after hours remodeling, etc. All such devices or equipment, or noise generated must be at low volumes such that neighbors are not bothered by conveyance of subsonic vibration through the building structure, or sound which can be heard outside of the unit.

16. No leased units may be sub-leased. No leased units may be used in any manner by anyone other than the lessee. Sub-leasing shall include sharing with an unregistered roommate.

17. No resident may engage any employee of the Management or Association for any non-Association work inside a unit. Any work inside a unit which requires the interaction of such employee, i.e., inspections, emergency cleanup following a leak to mitigate damage to adjoining units, must be directed by the Management or Association. Residents may not interfere with or restrict the access of any employee, or sub-contractor, of the Management or Association in the regular performance of their duties.

18. Use of electronic equipment that interferes with other residents' radio, TV, land-line, or cell phone operation is not permitted. Wireless internet (Wi-Fi) modem/routers must be setup with security enabled.

19. Attics/easements are limited common elements of the Association, are not owned by the unit owner, and may NOT be used by the unit owner. Patios are limited common elements of the Association, are not owned by the unit owner, but may be used if such use is in conformance with the Associations By-Laws and Rules and Regulations. The Association maintains exclusive control over these areas and may enter such areas from time to time to make insurance inspections or maintenance inspections or repairs. The unit owner or tenant may not restrict, impede, nor deny the Association right to access these areas to inspect or make repairs. The Association shall, as a courtesy however, provide timely notice of its arrival for such requisite purpose.

20. Patios may not be used for bulk storage or cleaning and household maintenance tools and appliances, such as vacuums, ladders, mops, brooms, Patios may contain one (1) table and chairs (patio furniture), three (3) potted plants (not to exceed one-gallon size), Patios may have two bicycles (not overhanging or stuck through the railing, or hung from a wall. Patios are permitted to have up to two (2) Rubbermaid type stack-able storage cabinets with doors, such that shelves or drawers are concealed. No open shelving.

21. When a unit owner or resident fails to take remedial action to clean up, or remove bulk items from a patio, or debris or trash from outside of a unit. The Association may fine the unit owner, after allowing the required time for appeal to the violation committee. Fines may be assessed to the owner's Association account. At this point the Association may enter upon the patio to remove items in violation. The Association does not require approval or permission to do so, but will as a courtesy, give timely notice of its arrival.

22. TV Dishes or any other exterior antennas. are not permitted on any part of the common areas of the property. A TV dish is permitted only on the patio if it is free standing (i.e. potted in cement in a 5 gallon container). It may not be attached to the building or any railing, may not be attached to an air compressor box on the flatroof, or be fastened to the concrete patio floor. Wires must be run through the patio door opening and cannot be drilled through the building, roof soffits, pitched roof, breezeway flatroof, or have wires which run across the outside of the building, through any walls, or through any window of any room, or shared with any other unit. TV dishes, or any other type of antenna, may not be placed in any attic. Any TV dish / installation in violation of this rule will be removed immediately by the Association without notice and the cost of such removal and any damages to the common elements caused by such installation shall be billed to the owners account, and subject to the Association's collection procedures for failure to settle in this matter.

23. It is the current policy of the Association that keys to units may be retained by the Management or Association for emergency entry. Notwithstanding that, the Association shall, in an emergency event, and if deemed necessary, call Broward Sheriff first responders to the unit to acquire entry, and to mitigate damages.
24. Mailboxes at the clubhouse are an extension of the United States Postal Service, which means they are US Government Property. Residents may not change the box lock. To receive a change of lock or keys, residents must go to the U.S. Post Office at Hillsboro Blvd at S.E. 2nd Avenue with box number and proof of residency.
25. Electrical outlets in the meter rooms or anywhere else on the common area are for use by maintenance personnel only. Hose bibs external to the unit may be used by Tivoli Trace residents only. No Hose bib pipe, or electrical outlet, shall be installed by any unit owner by drilling through the building wall into his unit. Such constitutes an illegal architectural modification. If any such plumbing or electrical outlet is discovered, by the Association, or by a new owner after the sale of a unit, the owner shall have 30 days to have it removed by a licensed electrician or licensed plumber.
26. No water hose or electrical extension may be run from a residence to the parking lot or to a vehicle in the parking lot. No wires may pass through walls, doors, or windows, or be attached to any structure outside of a unit. There is no infrastructure to support electric vehicles currently.
27. Fans and air-conditioners may not be installed into windows or doors. However, fans may be placed temporarily by cleanup or emergency response personnel, for up to seven days, to vent moisture from the unit in the event of a flood or other hazard within the unit.
28. No awnings, canopies, or rollup shutters, or Bahama shutters, are to be installed in any window or patio door opening. Verticals, blinds, or shades may be placed in the interior of a window or door opening as long as the side facing out, when closed, is white. No rollup shades may be used on any patio screen enclosure. Accordion shutters are permitted. See, separate number rule for details.
29. No hurricane protection shall be installed unless approved by Management or Association and meets Florida Windstorm Code requirements. Hurricane Accordion type shutters, Hurricane Impact Glass Windows and Patio Doors are permitted. Hurricane impact glass laminate, such as 3M, applied to existing windows is permitted, provided it is clear and not tinted. None of the above shall be installed without a City of Deerfield Beach Permit and the unit owner's completion of the Application for Architectural Change / Owner Agreement package, which is online at [www.tivolitrace.com](http://www.tivolitrace.com). No hurricane bolt on aluminum, steel, or plywood panels, may be bolted, fastened, or drilled into the concrete walls, concrete window frames, or any stucco surface, by a unit owner, his tenant, or installation person. Plywood may be used as a temporary shutter when cut to fit into the window or door opening and when secured with "Plylock" snap fasteners, which do not require drilling. Such plywood, when secured with Plylocks, snaps into the window opening and must be removed within 14 days after the storm has passed. Plywood may not be stored on patios or anywhere on the common areas following a storm. No interior window shutter of any type may be installed.
30. No alarm shall be installed without a City of Deerfield Beach Alarm Permit and must be totally wireless, no wires may be routed through any walls, ceilings or floors. Systems must not generate electrical or radio transmission Radio Frequency interference (RFI) to adjoining units.
31. No air-conditioning or water heating equipment shall be repaired or replaced unless by a Florida Operational Licensed Company or Person. All replacements require a permit from the City of Deerfield Beach or Broward County.
32. All replacement or installation of tile, wood laminates, or vinyl laminates, shall be done in conformance to the latest building codes, which require a cork or equivalent sound absorbing sub-layer beneath such tile or laminates.
33. No electrical wiring may be done in any unit without approval from the Association and without the necessary permits from the City of Deerfield Beach. Please consult with the Association before attempting any remodeling.
34. No drilling shall be made or hammering of any fastener or device shall be made into the concrete slab, floor or ceiling, of a unit. Additionally, no covering, tile, carpet, wood, paint, concrete stain, shall be fastened

to or cemented to, or applied to any balcony or patio concrete. Concrete shall remain natural and allow water to evaporate from its surface.

35. In the event of fire or other hazard no demolition may be performed, beyond that of fire officials or by the Association as remediation to protect other units, in any unit without the appropriate permits from the City of Deerfield Beach or Broward County. No reconstruction or repairs may commence while investigation by City or County officials, or while Association insurance inspections or adjustments are in progress. The Association shall notify the unit owner when he may proceed with such reconstruction or repairs.

36. Mold removal and remediation requires a state certified hazmat contractor and requisite permits.

37. There shall be no operation of remote controlled (RC) devices, whether airborne or ground, gas or electric powered; or model craft of any kind, on the common areas. This includes drones.

38. Unit owners may not put any plants, trees, seeds, or seedlings into the ground on any part of the common area, nor may unit owners remove any plants or shrubs, perform any landscape maintenance of any, grass, shrubs, or trees on the common area. All architectural control for landscaping resides with the Association, therefore all exterior landscaping, put into the ground by residents, will be removed immediately and without notice.

39. Any arrangements for birthday parties or other celebrations must be approved by the Association in advance. The resident must sign a waiver of liability and must provide a damage / cleanup fee deposit in advance which is refundable.

40. No sign, advertisement, or bill can be posted or placed in a unit window, door, or free standing on the common area, or at the clubhouse, except on the cork bulletin board inside the clubhouse outside of the restrooms.

41. No tinted laminate sunscreen or window tinting may be applied to any window or door glass surface. Windows and glass doors must remain clear.

42. No security bars of any type may be installed on any window or door; internal or external. Any violations of this rule are subject to individual unit owner assessment for building damages and repairs.. With exception, the entry door may have a screen/security door installed with integrated security bars in the security door, with Association approval. Any such security door shall be kept in good repair by the unit owner, which shall include, painting, replacement of damaged or missing screen, glass, or other parts. Security doors shall remain closed at all times and shall have a working closing device. The costs of removal of such door for lack of such maintenance, and any repairs to the brickmold that may be required when removed, shall be billed to the unit owners account.

43. It is not recommend to tape windows with "X"s in preparation of a storm. Studies have shown that such preparation is ineffective at stopping penetration through the glass, and when left on for more than several days in the hot sun becomes impossible to remove. Any such preparation, shall be removed within 7 days following a storm and shall be subject to violation of this rule, thereafter.

44. All Christmas holiday decorations and lights shall be removed within 3 weeks following New Year's Day or be subject to fine. Christmas trees shall not be placed in dumpsters but shall be brought to the bulk pickup area between buildings 545 and 567 in the parking space next to the fire hydrant.

45. With exception of a lock and chain to secure a gas grill barbeque, no object, plant, equipment, may be attached, hung from, or secured to any perimeter chain-link perimeter fence or to any other elements on the common area of the property.

46. Owners and residents may use a water spigot located at the buildings to wash their personal vehicle with conservative use of water. No owner, resident, or guest may use the water spigots (Association water) located at the buildings to wash business, construction, service, or maintenance, vehicles or fill water tanks associated with any services business, i.e., pressure washing, car washing, pool cleaning, etc.

47. "Apartment units are for residential use only. No unit shall be used as a storage unit/facility, for any other business or for items, i.e., furniture, appliances, for rental of apartments elsewhere, etc. Items may be placed in the unit that are used for the domicile of yourself or your tenant at Tivoli Trace."

48. In accordance with the HUD Fair Housing Act, the Individuals with Disabilities Education Act, and the American Disabilities Act, the Association does allow for "Reasonable Accommodations" for persons or students with special needs requiring door-to-door transportation. Mini or half-length school buses, and handicapped equipped mini-vans are permitted ingress and egress to the premises. However, full length school buses are not permitted on the property. Such full-length buses, not being able to navigate around sharp corners, ride-up over curbs, damaging and breaking concrete curbs and shrubs. Residents with a Special Needs child, with need of a school bus with a chair lift device, should make arrangement with the School Board for a half-length bus or mini-van so equipped, or arrange to meet the full-length bus at Tivoli Park Blvd, just outside of the Tivoli Trace entrance.

49. No pavers or paving stones may be place on any grassed areas of the property. With exception, a small paver path from breezeway concrete to patio side screen door is allowed, with application to the Association for installation.

50. No banner of any kind or flag of any other country may be hung from any patio ceiling, balcony or railing, or placed upon the common area, with the exception of the flag of the United States of America. Any unit owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard. Only the U.S. Flag shall be flown on the flagpole at the Clubhouse.

51. All residents are expected to maintain a reasonable and respectable level of cleanliness in their units. No resident(s), may hoard, live in squalor, or fester pestilence, presenting a health threat to his neighbors or the community. Any resident(s) presenting such situation, who are unable to make arrangement for proper housekeeping, may be noticed and expected to relocate to a more formidable and maintainable environment.

52. It is highly recommended that buyers obtain a complete disclosure of all deficiencies within their unit at the point of sale, including any defects and architectural modifications made by a former owner and not allowed by the Association. In the absence of such disclosure, buyers take ownership and full responsibility for any existing defects or wrongful modifications at the point of sale, for any consequential damages to the common or limited common elements, and for any reparations required by the Association to remedy such defects, wrongful modifications, or damage. All permits and agreements for approved modifications should be transferred to the new owner at the point of sale to the new owner.

53. The Associations Declaration of Condominium provides that all owners that rent units, shall make application with the Association for prospective tenants. Unit Owners that bypass this step or move in tenants before the application process is complete, i.e., application with application fee, security deposit, background screenings, and interview, shall be fined \$100.00 for the first offense, plus \$10.00 for each day, up to ten days, that the application process remains incomplete. If the application shall not be forthcoming, then the tenant shall be subject to eviction by the Association at the owner's expense. A repeated violation or tenant eviction shall result in suspension of the owner's rental privilege.

54. Verbal complaints by any member of the Association cannot be legally acted upon by the Board of Directors. All complaints to the Association must be in writing, must be dated and signed, must be in 8-1/2 x 11 inch paper format, and may be scanned and e-mailed to the Association's property manager.

#### **Parking:**

1. No major vehicle repairs in the parking lot, for example, no break jobs, shock absorber changes, transmission work, A/C repairs, tune-ups, electrical repairs, stereo installations, body work, changing oil, transmission, or differential fluids, muffler work, or other major vehicle repairs. These must be done at a dealership or repair shop. Some minor maintenance is allowed and with exception, for example, a jump start, flat tire change, air filter change, light bulb change, topping off oil, battery, radiator, or window washer fluids.

- 2.P        ickup trucks parked overnight must have the bed contents covered if they contain work or other gear or equipment, materials or supplies.
3.        All vehicles must have valid license plates with a current year DMV registration (yellow sticker if Florida).
- 4.D        rivers must adhere to posted traffic signs and are subject to fine by the Broward County Sheriff.
5.        Vehicles must enter the property quietly. Stereo systems must be at low volumes and no revving the engine; i.e. so as not to disturb other residents or wake up the neighborhood late at night. No open exhaust, noisy, or glass pack mufflers.
6.        No structure, tent, parking shade, or other device may be erected in the parking lot, or on the common areas, and will be immediately removed at the owners' expense.
7.        No For-Sale signs on vehicles.
8.        No commercially registered vehicles may be parked overnight (dusk to dawn).
9.        No vehicles with advertising or graphics, may be parked overnight, unless covered over by blank magnetic panels or a whole vehicle cover, such that such advertising or graphics are not visible. All such vehicles parked overnight must be registered with the Association and display a valid parking registration sticker. Exclusions; Police or Fire Emergency vehicles, which comply with the vehicle class restriction.
10.       No ladders, boats, pipes, kayaks, surfboards, or other items on top of vehicles, with exception of bicycles on a bike rack. Work vans must have collapsible ladders which can be stored in the vehicle. If items cannot be stored in the vehicle they must be put in public storage. Ladders and work equipment must not be "hidden" behind shrubs, buildings, reserve areas, meter rooms, patios, under the vehicle or anywhere on the common areas.
11.       All motor vehicles parked at Tivoli Trace must have a valid Tivoli Registration (including motorcycles). This sticker must be placed such that the sticker is facing the center of the lot on the right of the bumper or window such that sticker can be read by parking enforcement patrols without having to inspect the opposite side of the vehicle, i.e. must be on the front or rear bumper or windshield on the right. Exclusions; Police or Fire Emergency vehicles, which comply with the vehicle class restriction. Parking registrations can be obtained online at [www.tivolitrace.com/parking-regisgraton](http://www.tivolitrace.com/parking-regisgraton).
12.       A maximum of two (2) Registrations per household is permitted due to the fact that there are only 368 spaces and 184 units. No Parking Registration shall be given to unregistered, unapproved (illegal occupant), not having a valid lease of the owner and approved application for residency of the Association. Occupants not on the deed, unless deemed family members, shall be considered occupants or tenants, even if sharing occupancy with the owner.
13.       No Parking Registration Barcode Sticker may be transferred from one vehicle to another. If a resident acquires a new vehicle, then a new sticker must be acquired. No owner or resident may make application for a Parking Registration for a vehicle they do not own, unless the owner of that vehicle is residing with the applicant in the same apartment unit.
14.       Assigned Numbered Parking Spaces, one per unit owner, shall be allocated by the Association's Board of Directors. Owners may not "trade" or switch assigned numbered spaces without approval of the Board. For more info, refer to the Associations Declaration of Condominium.
15.       A temporary Guest Pass is available for visiting guests and must be applied for by the owner or resident of the unit, just prior to guest arrival. Guest passes shall have an expiration date of up to 3 weeks. The Association's Property Manager or Director shall issue such pass just prior to a guest's arrival. Guest passes must be prominently displayed on dash board. Parking temporary guest passes can be obtained online at [www.tivolitrace.com/guestpass/](http://www.tivolitrace.com/guestpass/).

16. Vehicles parked overnight, with a valid parking sticker, are limited by class restriction to not more than two axels and four wheels. No vehicles with raised, off road, or jacked up suspensions, or vehicles with oversized off-road/balloon tires, or pickups with dually wheels. No Class C trucks, RV's, campers, boats or other water craft, aircraft, tractors, or trailers, or other recreational conveyance is allowed.

17. Vehicles which cannot move under their own power, may not be placed on the property, and those that become disabled cannot remain on the property for more than 24 hours.

18. Vehicles in need of body repairs are an eyesore to the community and include those with damaged or missing; panels, fenders, bumpers, lights, trim, parts, or rust-out, dents, chipped or faded-out paint. Such vehicles, or those that are considered illegal to drive on public roads, for example, those that have been modified or designed for road racing or drag racing competition, off road use or building construction, shall not be placed on the property. There shall be no storage of a vehicle on the property, including those that may be pending insurance settlement, restoration, or other remediation that may be in progress. Vehicles which are filthy dirty in appearance, and remain un-washed for long periods of time, may also present an eye-sore to the community. All such vehicles as herein described may be towed after notice from the community.

19. Washing and detailing of vehicles by a visiting/vendor detailer or car wash services is permitted, however, such services, must bring their own water tank/pressure washer unit and are requested to work in the rear parking lot between buildings 567 and 545. No work may be done in front of the clubhouse or on Loop Road (Tivoli Park Blvd) between North and South entrances.

20. No vehicle shall remain with its wheel on a jack or other lift device, while a tire is being repaired. If a tire cannot be changed by the resident, then the vehicle must be towed to a service station for repairs.

21. No "chopper" motorcycles or bikes with un-muffled exhaust. Small motor bikes/scooters are OK but must be registered with the Association and parked only on the asphalt in front of the unit owners assigned parking space bumper stone.

22. No motor vehicle may be parked on the grass, concrete, in breezeways, in meter rooms, on patios, on the grass, or other common area (except parking lot), with exception of Association maintenance vehicles when required.

23. No motor vehicles may be stored on the property in any guest space. Vehicles which remain un-moved for more than three weeks in any guest space are considered to be "stored" and are subject to tow. Vehicles in a registered owner parking space which are "stored" must have a valid DMV Florida registration and must be registered with the Association.

### **Clubhouse, Pool, and Spa**

1. All recreational areas will comply with state, county, and local ordinances and codes, for building, health, and fire safety, per Section SS 810.09, are considered Public areas and are subject to patrols by the Broward Sheriff's Office, BSO. Residents shall be subject to fine or imprisonment for violation of those ordinances, which are posted at the pool deck gate entrances and on the pool deck.

2. Clubhouse is for recreational purposes of the residents of the community only, and may not be used for any business, religious, or political purpose. The clubhouse area may be reserved in advance for parties or functions and will be subject to a security deposit and non-refundable fee for cleaning and use of the utilities.

Specifically,

- a. The Clubhouse Party Room may be reserved for a private party by submitting an application to the management office / Property Manager. Reservations will be accepted on a first come, first served basis. The security deposit must be submitted with the application to reserve the Party Room and will be returned if the Party Room is cleaned and left in good condition before 1:00 p.m. of the day following the party. The amounts for the security deposit and use of the Party Room will be established from time to time by the Board and are available upon request.

- b. The Unit Owner or Resident who reserves the Party Room is responsible for any damage which is caused to any portion of the Property which is caused by anyone at the party. Any damage to any areas in the immediate vicinity of the party shall be assumed to have been caused by a guest at the party, unless the damage has been noted in writing on the application in advance of the time the party begins. Any damage and labor charges necessary to repair the damage will first be deducted from the security deposit, and any additional costs will be assessed to the Unit Owner as a Common Expense.
- c. All Unit Owners or Residents who use the Party Room are restricted to the use of the Party room and the area behind the clubhouse and may not allow the party to advance to the pool deck. It shall be the responsibility of the arrangers of the party to enforce this restriction. Note that all Clubhouse Rules and Regulations for the clubhouse pool deck also apply to the party room, including the restriction on use of alcohol.
- d. The hours during which the Party Room may be used shall be determined by the Board of Directors.
- e. Failure to comply with the above rules may result in denial of further applications to use the Party Room.

3. Pool and Spa Rules are posted on the premises as follows:

- a) The usage load for the pool is (17) persons max at any one time, the usage load for the Spa is (5) persons max at any one time. A maximum of (35) persons (in or out of pool or spa) is permitted at any time on the pool deck.
- b) No bar-b-que grill may be used on the pool deck or premises at any time \*\*.
- c) No alcohol, No controlled drugs or substance without prescription, and No paraphernalia or device associated with illicit drugs shall be brought onto the pool deck or any common area.
- d) No nude bathing
- e) No Running, jumping, or diving into the pool or spa.
- f) No use of soaps, lotions, or detergents in the spa.
- g) No Smoking. Smoking shall be in designated smoking area only.
- h) No wheeled conveyance; skateboards, bikes, scooters, skates, with exception of a wheelchair, hove-a-round, or baby stroller is permitted in the mailbox area, on handicap ramps, or on the pool deck area at any time.
- i) No glass containers in the pool area.
- j) No pets allowed in the clubhouse or on the pool deck area.
- k) No use of life safety or fire safety equipment except in case of emergency.
- l) Pool hours are dawn to dusk or hours of operation as posted.
- m) Maximum of 4 persons per household including guests.
- n) No parties or loud music on pool deck.

\*\* Note: The Barbeque Pen at the Clubhouse does not have direct entry onto the pool deck and has been approved for such purpose. This is the only place on the common area where a charcoal grill may be used.

**Pets**

1. All pets must be declared and approved by the Management or Association before domiciled on the property. Pets that are allowed in units are specified in the Associations Governing Documents, and include dogs, cats, and small birds. Pets not allowed include, but are not limited to, insects, bugs, aquarium fish, rodents, or reptiles, snakes, (excluding small pet shop turtles), animals that are exotic or restricted for entry into the U.S. by customs, or by Federal or state laws, or county or municipal ordinance, i.e. large and exotic or restricted cats (such as panther, lion, tiger, leopard, etc.), monkeys, pet alligators, exotic birds, etc.

2. Number of pets per household limited to two (dog or cat). No single pet over 20lbs at maturity.

3. All pets allowed must have a current registered health certificate and tag.

4. In accordance to county ordinance, all pets outside of a unit must be on a leash held by the resident. Not pet shall be allowed to run free or at large.

5. Pets may not be left unattended for more than 12 hrs. and may not be left unattended on patios or tied up outside of a unit.



6. No birdcages, birdbaths, feeders may be placed anywhere outside of a unit, as seeds attract squirrels and other rodents to the property. A single small bird cage (as approved by the Association) may be placed within a screened in patio. No large squawking Parrots or other exotic birds. Parakeets and canaries may be OK providing they do not create a noise disturbance to surrounding neighbors.

7. No pet at any time may present a smell/odor disturbance or a noise disturbance to neighbors, i.e. continuous barking (dogs), or annoying chirping (birds), or odor or smell from urine or feces.

8. In accordance with county and state ordinances, no resident or guest may feed surrounding wildlife, stray cats or dogs, squirrels, raccoons, armadillos, possums, pigeons, crows, ducks, geese, or other wildlife, as provided by county and state wildlife ordinances.

9. No screened in patio enclosure may be used solely as a birdcage or pet pen such that bird droppings or feces, urine, and food droppings are permitted to collect on the patio floor.

10. No trap door or pet door, or other device or invention, may be placed in any screen door, screen enclosure, glass door, window, or window opening, to allow pets to freely roam the common areas. If the patio is on the ground floor and has a patio door, the door may not be left ajar to allow the pet to freely roam the common areas.

11. In accordance with county ordinance, all dog droppings (poop) must be picked after walking. Violations shall be subject to fine for each offense.

12. In accordance with state, county, and municipal ordinances, no owner or resident may breed or board animals in any apartment unit, nor operate a pet grooming or veterinary business from any unit.

I/we have read the Association Rules and Regulations, part of the Associations Governing Documents, and agree to abide by them. We have been given a copy of the Associations Governing Documents, and understand that they may also be downloaded from the Association's website at [www.tivolitrace.com](http://www.tivolitrace.com).

\_\_\_\_\_  
Buyer/Lessee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer/Lessee

\_\_\_\_\_  
Date

**\*\*\*PLEASE SIGN AND RETURN THIS PAGE WITH YOUR APPLICATION\*\*\***



~~~~~

## Addendum to Lease

“The tenant hereby agrees, in accordance with Florida Law, that upon receipt of notice from **Tivoli Trace Condominium Association** (the Association) that the Landlord is delinquent in paying any monetary obligation due to the Association, the tenant will pay his/her subsequent rental payments and continue to make such payments until all the monetary obligations of the Landlord (parcel owner) have been paid in full to the association and the Association release the tenant or until the tenant discontinues tenancy in the parcel.” Payment due the Association may be in the same form as you paid your Landlord and must be sent by United States mail or hand delivery to the Association, 430 NW Lake Whitney Place, Port St. Lucie, FL 34986 payable to **Tivoli Trace Condominium Association.**

~~~~~

Lessee Signature \_\_\_\_\_ Date: \_\_\_\_\_

Lessee Signature \_\_\_\_\_ Date: \_\_\_\_\_

Owner Signature \_\_\_\_\_ Date: \_\_\_\_\_

Owner Signature \_\_\_\_\_ Date: \_\_\_\_\_

Property Address: \_\_\_\_\_

430 NW Lake Whitney Place, Port St. Lucie, FL 34986  
435 S. Yonge Street #3, Ormond Beach, FL 32174  
1410 Palm Coast Parkway NW, Palm Coast, FL 32137

Phone 772.871.0004 Fax 772.871.0005  
Phone 386.252.2661 Fax 386.673.4943  
Phone 386.239.1555 Fax 386.246.9271

## PART XI – AFFIDAVIT OF APPLICATION AND OCCUPANCY

### *Lessee, Primary Occupant, or Additional Occupant:*

☐ I/we understand that the Board of Directors of Tivoli Trace Condominium Association may cause to be instituted an investigation of my background as the Board may deem necessary. Accordingly, I/we specifically authorize the BOARD OF DIRECTORS, MANAGEMENT AND RENTER'S REFERENCE OF FLORIDA, INC., to make such investigation and agree that the information contained in this and the attached application may be used in such investigation, and that the Board of Directors, Officers and Management of the Tivoli Trace Condominium Association itself 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 Board of Directors.

☐ I/we understand that the acceptance for Lease, Rental, Primary Occupancy, or Additional Occupancy at Tivoli Trace Condominium is conditioned upon the truth and accuracy of this application and upon the approval of the Board of Directors. Any misrepresentation or falsification of the information on these forms will result in the automatic disqualification of the application. I/we certify that the information provided herein to the Tivoli Trace Condominium Association is as true and correct as I/we can make it, to the best of our knowledge and understanding. In making this application,

☐ I/we are aware that the decision of the Tivoli Trace Board of Directors will be final, and no reason may be given if it is a denial, which I/we will accept.

☐ I/we understand that in order to continue to maintain a single-family residential community, and to provide all possible security for its owners, and further to prevent a motel-like atmosphere with its resultant harmful effects upon Tivoli Trace Condominium's reputation and residential values, the Association's Board of Directors have adopted the following resolution; During the absence of the owner, or Principal Member, the unit may be occupied by guests, for up to three (3) weeks, only if this guest registration form is filled out. Guests remaining longer than three weeks shall be considered lease tenants and be subject to leasing provisions and restrictions. The guest registration form is available at the Association's website, [www.tivolitrace.com](http://www.tivolitrace.com).

☐ I/we understand that no other persons, other than the Owner or Primary Member if LLC, may make application for architectural change of the unit or make any architectural changes whatsoever to a unit or building and that the Broward Sheriff's Code Enforcement Officers routinely patrol Tivoli Park and that enforcement of codes within the unit is levied on the individual unit owner and not the Tivoli Trace Condominium Association. I/we understand that violations and fines for making changes without Board of Directors Approval, for hiring non-licensed contractors, and for having work done without permits can be steep and that legal fees for defense can be even higher, and can be assessed to the unit owner. I/we further understand that for all unit repairs we are to contact the owner, Primary Member, or Leasing Agent, as so directed at time of lease.

☐ I/we received a copy of the Tivoli Trace Condominium Associations Governing Documents, and Rules and Regulations, from either the \_\_\_ Owner or Principal Member, or \_\_\_ Leasing Agent, or \_\_\_ Selling Agent. I/we understand that as occupants of the unit we are bound by these documents and agree to enforce the provisions and restrictions upon ourselves and our Guests who may occupy the unit with us from time to time. I/we understand that there is a limit of four (4) occupants per unit, and that all occupants residing permanently must make application to the Association for occupancy and pay an application fee. Additionally, I/we understand that guests may reside with us in the unit for up to 3 weeks, after which time they are considered permanent residents.

☐ I/we understand the pet restrictions as provided in the Associations Governing Documents / Rules and Regulations, especially, the ones that restrict a pet to 20 lbs or less at maturity and that I may not have more than two(2) pets. I/we will \_\_\_ will not\_\_\_ be bringing pets into the unit. If I/we, our guests, or tenants, decide to bring a pet into the unit forthcoming, then I/we understand that a Pet Application, attached hereto, must be submitted to the Board of Directors for approval.

☐ I/we understand that the unit shall be made available for inspection, if requested by Board of Directors, as a condition of approval.

☐ I/we understand that due to the limitation of available parking spaces, up to two (2) parking registration stickers may be applied for per unit, for residents residing at the unit with proof of address, for vehicles that are in use at the unit, and that parking stickers may not be transferred between vehicles or between units. Any parking sticker violations may result in the suspension of parking privileges, or booting, and/or towing of the vehicle.

**Understanding the penalties for perjury, fraud, and prosecution that may be forthcoming for such, I/we attest that all information presented is true and accurate to the best of my/our knowledge and understanding:**

<div></div>	<div></div>
Owner, Agent, or Primary Member if LLC	Date

<div></div>	<div></div>
Applicant (___ Lessee ___ Primary Occupant ___ Additional Occupant)	Date

<div></div>	<div></div>
Applicant (___ Lessee ___ Primary Occupant ___ Additional Occupant)	Date

<div></div>	<div></div>
Applicant (___ Lessee ___ Primary Occupant ___ Additional Occupant)	Date

State or Country  }

County or Province  } SS

BEFORE ME, UNDER PENALTY OF PERJURY, the undersigned did swear that the foregoing instrument was acknowledged and that all information was given truthfully and completely, this  day of  20\_\_ by  and , applicants, who is/are personally known to me or have produced \_\_\_\_\_ as identification and did take an oath.

NOTARY PUBLIC - State of Fl., or country equivalent

SEAL

(signed)   
(print)