

SOUTHPOINTE HOA AT RIVERBRIDGE

C/o CMC MANAGEMENT, INC., 2950 JOG ROAD, GREENACRES, FL 33467

561-641-1016 ~ 561-641-9118 FAX

*(Please check one) Application for **PURCHASE** or **RENTAL** of # _____ **Pointe Circle**

Desired date of closing or occupancy _____ **Closing Date if purchase:** _____

Applicant: _____ **Phone** _____

Co-Applicant: _____ **Phone** _____

Email: _____ **Email:** _____

Present Owner: _____ **Phone** _____

BOARD APPROVAL BY CERTIFICATE OF APPROVAL REQUIRED PRIOR TO OCCUPANCY.
OUT OF STATE OR FOREIGN BACKGROUND CHECK WILL INCUR ADDITIONAL FEE
THE FOLLOWING ITEMS MUST BE PROVIDED WITH THIS APPLICATION

- .. **APPLICATION FEE:** \$100.00 *NON-REFUNDABLE* Check or Money Order Made payable to Southpointe HOA. Separate \$100.00 Application Fee required for unmarried co-applicants
- .. **PROCESSING FEE:** \$100.00 *NON-REFUNDABLE* Check or Money Order Made payable to CMC MANAGEMENT.
- .. Copy of your Driver's License(s)
- .. Copy of vehicle registration(s)
- .. Copy of purchase or rental contract
- .. Lease Requirement: Owner account must be current and violations corrected

PLEASE READ AND INITIAL - PURCHASE REQUIREMENTS:

Lot Owner Insurance: **Casualty Insurance including but not limited to Windstorm insurance must be purchased and maintained** evidenced by submitting a copy of a binder, a policy, or other proof satisfactory to the Association that the insurance coverage is in force and effect.

Estoppel: Title Company or Closing Attorney must request an Estoppel prior to closing to determine any monies owed to the association. www.condocerts.com

Warranty Deed: A Warranty Deed must be provided to the Management Company after closing.

Current Owner should provide Governing Documents to Purchaser, or they can be purchased at www.condocerts.com.

SOUTHPOINTE HOMEOWNERS ASSOCIATION, INC.
C/o CENTURY MANAGEMENT CONSULTANTS, INC.
2950 JOG ROAD, GREENACRES, FL 33467
561-641-1016 PHONE ~ 561-641-9118 FAX
INFO@CMCMANAGEMENT.BZ

ACKNOWLEDGEMENT AND AUTHORIZATION FOR BACKGROUND CHECK

I acknowledge receipt of the separate documents entitled "DISCLOSURE REGARDING BACKGROUND INVESTIGATION AND A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT", and certify that I have read and understand both of these documents. I/we hereby authorize the obtaining of "consumer reports" including but not limited to credit, eviction and criminal backgrounds. To this end, I/we hereby authorize, without reservation, any law enforcement agency, administrator, state or federal agency, institution, school or university (public or private), information service bureau, employer or insurance company to furnish any and all background information requested by Background Screeners of America, 18344 Oxnard Street, Suite 101, Tarzana, CA 91356: Tel. #1-877-251-5656; www.backgroundscreenersofamerica.com and/or Employer, Homeowner Association, Condominium Association or Cooperative Association. I further agree that a facsimile (fax), electronic or photographic copy of this Authorization shall be as valid as the original, and will hold harmless CMC Management, their employees agents and/or affiliates, i.e. HOAs etc., and Background Screeners of America, their employees or agents and other organizations that provide information, from any and all liabilities arising out of the use of such information in connection with Background Screeners of America.

BACKGROUND INFORMATION – to be completed by all applicants 18 years of age or older. Unmarried co-applicants must fill out separate Acknowledgement/background information form.

Last Name: _____ First: _____ Middle: _____

Other Name (Alias) _____

Social Security # _____ Date of Birth _____

Driver's License # _____ State issued: _____

Present Address: _____ City _____

State: _____ Zip Code _____ Phone: _____

*Email: _____

Signature: _____ Date: _____

SPOUSE:

Last Name: _____ First: _____ Middle: _____

Other Name (Alias) _____

Social Security # _____ Date of Birth _____

Driver's License # _____ State issued: _____

Present Address: _____ City _____

State: _____ Zip Code _____ Phone: _____

*Email: _____

Signature: _____ Date: _____

Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.

- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates	a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552
b. Such affiliates that are not banks, savings associations, or credit unions also should list,	b. Federal Trade Commission: Consumer Response Center – FCRA

in addition to the CFPB:	Washington, DC 20580 (877) 382-4357
<p>2. To the extent not included in item 1 above:</p> <p>a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks</p> <p>b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act</p> <p>c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations</p> <p>d. Federal Credit Unions</p>	<p>a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050</p> <p>b. Federal Reserve Consumer Help Center P.O. Box. 1200 Minneapolis, MN 55480</p> <p>c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106</p> <p>d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314</p>
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590
4. Creditors Subject to the Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423
5. Creditors Subject to the Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., 8 th Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street, N.E.

	Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates <u>or</u> Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357

SOUTHPOINTE AT RIVER BRIDGE HOA, INC.

Purchase ~ Closing Date: _____ 20__ OR

Lease ~ Term of lease from _____ 20__ to _____ 20__

_____ Point Circle

This application for occupancy must be completed in detail by proposed purchaser/lessor. If any portion is left blank or incomplete, application will not be processed or approved.

- ◆ **Leases** must be for no less than a six month period. Only one lease is permitted in a calendar year. Proposed Lessee(s) must be members of one family, or single person. A family consists of a husband, wife and their children. **Home must be owned for at least two years prior to renting out.**
- ◆ **Occupancy Requirements:**
 - 2 Bedroom Home – no more than 4 occupants
 - 3 Bedroom Home – no more than 6 occupants
 - 4 Bedroom Home – no more than 8 occupants
- ◆ **Pets**
Only two (2) pets are permitted per home. The only pets permitted in the residence are common household pets. Pets may not be harbored for the purpose of breeding or for any commercial purpose whatsoever. Permitted pets must be appropriately leashed and controlled
- ◆ **Vehicles**
No commercial vehicles or vehicles with advertising on exterior, boats, trailers, vans, R.V.'s etc., other than deliveries will be parked outside of individual garages, unless approved by the Board.

Purchasers and/or Lessee(s) must provide the following information:

Name: _____ Date of Birth: _____

Spouse' Name: _____ Date of Birth: _____

Other adult Occupants: _____ Date of Birth: _____

Relationship: _____

Other adult Occupants: _____ Date of Birth: _____

Relationship: _____

Children under 18 years of age:

Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____

RESIDENCE HISTORY

Present address: _____

Own or Lease How Long? _____ Present Landlord _____

Phone: _____

Previous address: _____

Own or Lease How Long? _____ Previous Landlord _____

Phone: _____

EMPLOYMENT HISTORY

Employed by: _____ Income: \$ _____

Address: _____

Position: _____ How long? _____ Phone: _____

* Minimum of 5 years employment history required for Single person or married couple. Please attach additional pages if necessary.

MILITARY STATUS: ACTIVE? YES NO

SPOUSE EMPLOYMENT HISTORY

Employed by: _____ Income: \$ _____

Address: _____

Position: _____ How long? _____ Phone: _____

References:

Name: _____

Address: _____

Name: _____

Address: _____

VEHICLES:

State _____ Make/year: _____ Color/Model _____

Tag # _____ Insurance Carrier: _____

State _____ Make/year: _____ Color/Model _____

Tag # _____ Insurance Carrier: _____

State _____ Make/year: _____ Color/Model _____

Tag # _____ Insurance Carrier: _____

SOUTHPOINTE AT RIVER BRIDGE HOA, INC.

DISCLOSURE SUMMARY

This is NOT a letter of Estoppel

A prospective buyer of a home in Southpointe at River Bridge must be presented with this Disclosure Summary before the signing of a Sales Agreement.

1. As a purchaser of property in this community, you will be obligated to be a member of the River Bridge Property Owners (Mater) Association, (POA), and the Southpointe Homeowners Association (HOA).
2. There have been or will be recorded covenants governing the use and occupancy of properties in this community.
3. You will be obligated to pay assessments to the Association. Assessments may be subject to periodic change. The current amount is \$_____ per quarter. You will also be obligated to pay any Special Assessment imposed by the Association. Such special assessments may be subject to change. The current amount included with your regular assessment (if applicable at the time of sale) is \$_____ per _____ for the purpose of _____ .
 - a) Regular assessments are due by the first day of the month of the payment period. The Association will grant five (5) calendar day grace period, after which, if a payment of the assessment remains delinquent, a late fee, as may be determined from time to time by the Association Board, will be applied. Interest charges, in the amount as allowed by law, will also be applied to the delinquent amount. The current late fee is \$_____. The current interest charge is _____% per month.
4. Your failure to pay regular or special assessments levied by a mandatory Homeowners Association could result in a lien on your property.
5. The statements contained in this disclosure form are only summary in nature, and as a prospective purchaser, you should refer to the COVENANTS and the Association Governing Document before purchasing the property.
6. These documents are either matters of public record and can be obtained from the Palm Beach County Clerk's Office, or are not recorded and can be obtained from the seller or from Southpointe's management company.

In accordance with the requirement of Florida Statute 720.601, I, the seller, have presented a copy of this Disclosure Summary to the Purchaser of my home. Purchaser(s) acknowledgement of receipt of the DISCLOSURE SUMMARY for#_____Pointe Circle, West Palm Beach, Florida 33413.

SELLERS:

PURCHASERS:

Date: _____

Date: _____

SIGN HERE

SIGN HERE

PRINT NAME

PRINT NAME

SIGN HERE

SIGN HERE

PRINT NAME

PRINT NAME

TO BE FILLED OUT BY APPLICANT(S)
(Please type information or print clearly)
FOR CMC OFFICE USE ONLY

☐ **This is a Purchase** **or** ☐ **This is a Rental**

Association: _____

If Purchase, projected closing date: _____

If Rental, Lease Term from _____ **to** _____

Address of Unit: _____

Applicant Name: _____

Co-Applicant Name: _____

Billing Address if different from Unit Address: _____

Phone # _____ **Phone #** _____

Email: _____

Email: _____

**This form is to be submitted to the Accounting Department by the Manager after
approval of application.**

This instrument was prepared by
Gabrielle N. Jackson, Esq.
Gelfand & Arpe, P.A.
1555 Palm Beach Lakes Blvd.
Suite 1220
West Palm Beach, Florida 33401-2329

(561) 655-6224

**SECOND CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF
SOUTHPOINTE HOMEOWNERS' ASSOCIATION AT RIVER BRIDGE, INC.**

THE UNDERSIGNED of Southpointe Homeowners' Association at River Bridge, Inc., whose mailing address is c/o CMC Management, 2950 Jog Road, Greenacres, FL 33467, certifies that the Declaration of Covenants, Conditions and Restrictions for Southpointe Homeowners' Association at River Bridge, Inc. ("Original Declaration") recorded in Official Records Book 8590 at Page 652 of the Public Records of Palm Beach County, Florida, which was amended in the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Southpointe Homeowners' Association at River Bridge, Inc. ("Amended Declaration") recorded in Official Records Book 23590 at Page 1015 of the Public Records of Palm Beach County, Florida, has been further amended as set forth in Exhibit "A" attached hereto. The Original Declaration and Amended Declaration affect real property located in Palm Beach County, Florida legally described as:

RIVER BRIDGE P.U.D., Parcel 4A, as recorded in Plat Book 74,
Page 1 through 3, inclusive of the Public Records of Palm Beach
County, Florida.

Written consent for the Amendment has been given in accordance with the provisions of § 617.0701(4), Fla. Stat.

Dated this ✓ 19th day of December 2019

PRESIDENT'S VERIFICATION

Witnessed by:

Sign Name here: Michelle Holmes

Print Name here: Michelle Holmes

Sign Name here: Stephanie McConnaughay

Print Name here: Stephanie McConnaughay

By: Howard Reich
Howard Reich, President

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19 day of December 2019, by Howard Reich as President for Southpointe Homeowners' Association at River Bridge, Inc.



Sign Name here: Linda Edgar

Print Name here: Linda Edgar

Notary Public, State of Fla.

Serial Number: GG 295370

My commission expires: 05/25/23

Personally Known OR Produced Identification _____
Type of Identification Produced: _____

SECRETARY'S VERIFICATION

Witnessed by:

Sign Name here: Michelle Holmes

Print Name here: MICHELLE HOLMES

Sign Name here: Stephanie McConnaughay

Print Name here: Stephanie McConnaughay

By: Ken Pohle

Ken Pohle, Secretary

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

[CORPORATE SEAL]

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19 day of December 2019, by Ken Pohle as Secretary for Southpointe Homeowners' Association at River Bridge, Inc.



Sign Name here: Linda Edgar

Print Name here: Linda Edgar

Notary Public, State of Florida

Serial Number: GG 295370

My commission expires: 05/25/23

Personally Known OR Produced Identification _____
Type of Identification Produced: _____

EXHIBIT A

DECLARATION AMENDMENTS:

The Amended and Restated Declaration of Covenants, Conditions and Restrictions of Southpointe Homeowners' Association at River Bridge, Inc. ("Declaration") recorded in Official Records Book 23590 at Page 1015 of the Public Records of Palm Beach County, Florida, as amended from time to time, shall be further amended as follows (the language added is underlined; the language deleted is ~~struck-out~~):

1. EQUITY INTEREST. Declaration Article XII, entitled "Transfer of Ownership and Leasing," Section 3 entitled "Sale," is amended as follows:

Section 3. Sale. If a proposed transfer is a sale, then the transferee shall not obtain financing of more than 90% of the purchase price of the Lot and shall be required to pay from the transferee's funds no less than 10% of the purchase price of the Lot on the date title is transferred. The financing limitation and purchase price contribution shall be evidenced in the purchase sales contract and the closing settlement statement. Within five days of closing, the transferee shall deliver to the Association a copy of the recorded instrument transferring title to the Lot and the closing settlement statement.

(a) Timing. ~~then w~~Within thirty days after the Association's actual receipt of the complete Application and such supplemental information the Association may require, the Association shall either approve or disapprove the proposed sale, in writing, and shall notify the unit owner of its decision.

(ab) Approval. If the Association fails to approve or disapprove the proposed sale within thirty days of the actual receipt of a complete Application with any supplemental information, then the failure to act shall be considered approval of the sale and the Association shall provide a certificate of approval, subject to the limitations below.

(bc) Disapproval. If the Association does not approve, or if the Association disapproves, a proposed sale, then subject to the prerequisites below, the Association must either purchase the Unit or furnish an alternative purchaser approved by the Association who will purchase the Unit upon the price and upon the terms contained in the notice, except that the Association or alternative purchaser shall have thirty days beyond the agreement's stated closing deadline to complete the purchase; otherwise, the sale shall not occur.

(i) Notwithstanding the above, a duty to approve, purchase, or to provide an alternative purchaser, shall arise only: if the Owner's original Application for approval of the sale included a specific demand that the Association purchase or provide an alternative

purchaser; or, if the Association states in a writing addressed to the Owner that the Association shall purchase the Unit. If the Association fails to provide a purchaser as required, then the sale shall be deemed approved and the Association shall provide a certificate of approval.

(ii) A denial is not required to state the reason for denial. The Association shall mail notice to the Owner of the Association's election by Certified Mail, Return Receipt Requested, within the time period for approving or disapproving an application for a sale.

(ed) Exceptions. This Section 3 shall not restrict an Owner selling a Lot if the Owner was the holder of a mortgage encumbering the Lot, and: of the Owner's title was acquired either by a deed in lieu of foreclosure of that mortgage; or, by a certificate of title issued in a proceeding foreclosing that mortgage after a judgment of foreclosure and a clerk's sale.

2. CASUALTY INSURANCE. Declaration Article VIII, entitled "Insurance and Casualty Losses," is amended to add Section 4 "Lot Owner Insurance" as follows:

Section 4. LOT OWNER INSURANCE. Each Owner shall obtain and maintain at all times casualty insurance on their Lot, including, but not limited to, windstorm insurance. Each Owner shall provide the Association with a copy of a binder, a policy, or other proof satisfactory to the Association of casualty insurance coverage in force and effect. The Association may, but is not required to, enforce this insurance requirement; however, if the Association seeks to enforce this provision, then enforcement shall include injunctive relief.

3. ASSESSMENTS. Declaration Article X, entitled "Assessments and Liens," is amended to add Section 9 "Capital Contribution Assessment" as follows:

Section 9. CAPITAL CONTRIBUTION ASSESSMENT. Each Owner of a Lot upon acquiring an interest in the Lot shall pay, and there shall be due from that Owner to the Association, a Capital Contribution Assessment of \$1,000.00. The Capital Contribution shall be due ten days after the Owner acquires an interest in a Lot.

(a) Purpose. Capital Contribution Assessments shall be deposited in the Association's operating funds. The payment of a Capital Contribution Assessment shall not be considered or applied to annual assessment installments or any other assessment or charge.

(b) Exceptions. Capital Contribution Assessments shall not be due by virtue of a lease or upon a transfer to:

(i) The transferring Lot Owner's immediate family (defined and limited for this section to be the Owner's spouse, parents, children, and an individual residing with the Owner at the time of the transfer who shares a single economic household with the Owner);

(ii) A trustee, if the trustee is the transferring Owner or a member of that Owner's immediate family as defined above; or

(iii) An Institutional First Mortgagee or its successor or assign who actually holds the mortgage and whom obtains fee simple title to the Lot either through foreclosure of an Institutional First Mortgage in which foreclosure proceedings the Association was joined as a party or by deed in lieu of foreclosure.

(c) Enforcement. The Capital Contribution Assessment shall be a lien upon the Lot as of the time the Capital Contribution Assessment is due. The lien may be enforced by the Association as it would a lien for any other delinquent assessment. The lien may be memorialized by a claim of lien recorded in the Public Records of Palm Beach County, Florida.

4. FINES. Declaration Article XIV, entitled “Remedies, Waiver and Severability,” Section 1(a) is amended as follows:

Fines. The Association may impose a fine or penalty on any person who damages the Common Area or for willful breach of the Declaration or the Rules, after notice and opportunity to remedy, as provided for in this Article, and may charge such person for all expenses incurred by the Association to repair or replace the damaged Common Area. A fine may be levied by the Board for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed \$5,000.00 in the aggregate. Whenever a tenant, family member, guest, invitee, lessee, employee or agent of a Lot Owner, or whenever any of those of a tenant damages the Common Area, or otherwise commits an act which constitutes a breach of the Declaration or Rules, the Lot Owner shall also be deemed to have caused such damage. Any fine and charge imposed in accordance with this Section shall be a personal obligation of the person(s) being fined, and if a Lot Owner is fined, then shall also constitute a charge against the Owner's Lot until paid and shall be collected as an individual special assessment in the manner provided for in Article X.

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