

MYSTIC FOREST HOMEOWNERS ASSOCIATION, INC.

C/o GABLES PROFESSIONAL MANAGEMENT CO.
3934 SW 8th Street • Suite 303 • Coral Gables, FL 33134
PH (305) 441-0904 • FAX (305) 441-7982

APPLICATION FOR OCCUPANCY

(For Rental & Purchase)

Date: _____

Name: _____

Address: _____
(Address at Mystic Forest)

To Whom It May Concern:

Enclosed please find the application for occupancy by the **Buyer or Tenant (new resident)** of the unit.

Please have the applicant attach the following information to the Application:

1. **Copy of Driver's License for every person in this Application over the age of 18 years old.**
2. **Certificate of Good Conduct from Dade County's Police Department for every person in the unit over the age of 18 years old.**
3. **Copy of Lease / Purchase Contract, or Letter of Authorization from unit owner.**
4. **Fee of \$100.00 Payable to: Gables Professional Management Co. (Money Order Only).**
5. **Every resident 18 years old, or older, must sign each page of the Rules and Regulations an acknowledgement and compromise to abide by such.**

Once all of the above is received, the current homeowner will receive an acknowledgement letter.

◀If Interview is required letter will be submitted after interview▶

NOTE: The Processing of this application will begin after all required forms have been completed, signed and returned to the Management's Office.

Sincerely,

BY ORDER OF THE BOARD OF DIRECTORS
Gables Professional Management Co.

APPLICATION FOR OCCUPANCY/APPROVAL

Date: _____

PURCHASE ☐

LEASE ☐

(Term of the Lease Agreement: From _____ To _____)

*** USUALLY, NO UNIT MAY BE LEASED FOR LESS THAN ONE (1) YEAR. PLEASE CONSULT YOUR ASSOCIATION DOCUMENTS FOR SPECIFIC INFORMATION.**

Owner's Name: _____

Unit Address: _____

City: _____ State: _____ Zip Code: _____

Owner's Mailing Address (if Applicable): _____

City: _____ State: _____ Zip Code: _____

Owner's Home Telephone: _____ Cell: _____

Owner's Office Telephone: _____

APPLICANT INFORMATION

Applicant's Name: _____

Date of Birth: _____ SS# _____

() Single () Married () Widow(er) () Divorced () Maiden Name: _____

Applicant's Spouse: _____

Date of Birth: _____ SS# _____

Current Address: _____

Contact Phone Number: _____

Number of people who will occupy the property: _____

Name, Date of Birth and Relationship of **ALL** proposed occupants of the Unit:

NAME

DOB

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN CASE OF EMERGENCY NOTIFY:

Name: _____ Relationship: _____

Phone Number: _____

PETS: Please provide proof of vaccinations and picture of your dogs with this application.

Breed: _____ Size: _____ Weight: _____ Color: _____

EMPLOYMENT INFORMATION:

(Applicant's Employer)

(Employer's Address)

(Position)

(Employment Date)

(Verifiable Salary)

(Co- Applicant's Employer)

(Employer's Address)

(Position)

(Employment Date)

(Verifiable Salary)

CHARACTER REFERENCES (OTHER THAN RELATIVES)

Please give 3 personal references of non-relatives that know you at least for 1 year.

1. Name: _____

Address: _____

Home Phone: _____ Office Ph # _____

2. Name: _____

Address: _____

Home Phone: _____ Office Ph # _____

3. Name: _____

Address: _____

Home Phone: _____ Office Ph # _____

NUMBER OF CARS

Number of cars parking in the Property : _____

Vehicle 1

Make/ Model: _____ Year: _____ Color: _____

Plate: _____

Vehicle 2

Make/ Model: _____ Year: _____ Color: _____

Plate: _____

Vehicle 3

Make/ Model: _____ Year: _____ Color: _____

Plate: _____

- 1) I hereby agree for myself and on behalf of all persons who may use the unit that I seek to purchase and lease:
 - a) I will abide by all the restrictions contained in the By-laws, Rules and Regulations, Homeowners Documents and Restrictions or may in the future be imposed by the Board of Directors of the HOMEOWNERS ASSOCIATION.
 - b) I understand that sub-leasing or occupancy of the unit in my absence is not permitted.
 - c) I understand that I will be present when guests, visitors, relatives or children who are not permanent residents occupy the unit.
 - d) I understand that any violation of these terms, provisions, conditions and covenants of the Homeowners Association's documents provide cause for immediate action as therein provided.
- 2) I agree the information furnished herein is true and correct.
- 3) The information gathered from background check will not be provided to third parties.

Applicant's Signature _____ Date _____

Co-Applicant's Signature _____ Date _____

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ACKNOWLEDGEMENT OF THE RULES & REGULATIONS

I _____ hereby confirm that I have received **and will read** the copy of the Rules & Regulations governing the use, responsibilities, safety, security, trash, architectural control, parking registration rules, pets, sales or lease, and burglar alarms of Condominium Association. **This unit cannot be subleased or sublet partial or total.**

I understand that failure to comply with these Rules & Regulations and governing documents will result in fines, as prescribed by the law.

Date: _____

Address: _____

Signature

Signature

ARTICLE XI
RULES AND REGULATIONS

All of the Property shall be held, used, and enjoyed subject to the following limitations and restrictions, and any and all additional rules and regulations which may, from time to time, be adopted by the Association;

Section 1. ENFORCEMENT. Failure of an Owner to comply with such rules and regulations shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof.

In addition to all other remedies and in the sole discretion of the Board, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invites, lessees or employees to comply with any rule or regulation provided the following procedures are adhered to:

A. Notice. The Association shall notify the Owner in writing of the infraction or infractions and its intention to impose a fine on the Owner. Included in the notice shall be the date and time of the next Board meeting. The Owner shall immediately comply or appear at the Board meeting to contest the infraction or the fine. Any such notice shall be given at least five (5) days prior to the date of the Board meeting at which the Owner may be heard.

B. Hearing. Should the Owner still be in noncompliance, the noncompliance shall be presented to the Board after which the Board shall hear reasons why a fine should or should not be imposed. A written decision of the Board shall be submitted to the Owner not later than twenty-one (21) days after said meeting.

C. Payment. A fine shall be paid not later than thirty (30) days after notice of the imposition of the fine.

D. Fines. A fine shall be treated as an Assessment subject to the provisions of the collection of Assessments as otherwise set forth herein, and shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses. All monies received from fines shall be allocated as directed by the Board, subject always to the provisions of this Declaration.

E. Action by Association. In addition to imposing a fine and when it shall be deemed appropriate, the Association shall have the right (s) to undertake the corrective action not performed by the noncomplying Owner and (ii) to be reimbursed by the Owner for any and all costs associated therewith.

F. Non-Exclusive Remedy. These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled. However, any penalty paid by the offending Owner shall be deducted from or offset against

any damages which the Association may otherwise be entitled to recover by law from such Owner.

Section 2. NUISANCES. No obnoxious or offensive activity shall be carried on about the Lots or in or about any improvements, Homes, or on any portion of Mystic Forest nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No use or practice shall be allowed in or around the Homes which is a source of annoyance to Owners or occupants of Homes or which interferes with the peaceful possession or proper use of the Homes or the surrounding areas. No loud noises or noxious odors shall be permitted in any Improvements, Homes or Lots. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or any items which may unreasonably interfere with television or radio reception of any Owner shall be located, used or placed on any Lot, or exposed to the view of other Owners without the prior written approval of the Board.

Section 3. PARKING AND VEHICULAR RESTRICTIONS. Parking upon the Property shall be restricted to the drive located upon each Lot. No parking on the streets or swales is permitted. No Owner shall keep any vehicle on the Lots which is deemed to be a nuisance by the Board. No Owner shall conduct repairs taking more than twenty-four (24) hours (except in an emergency) or restorations of any motor vehicle, boat, trailer, or other vehicle upon the Lots. No commercial vehicle, trailer, boat or boat trailer may be parked or stored on the Property. No bus or tractor-trailer or any other truck larger than a full-size pickup truck may be parked on the Property, except temporarily as in the case of a moving van or other such vehicle necessary to provide service to an Owner and with the exception of any vehicles necessary for any construction activity being performed by or on behalf of Declarant.

Section 4. NO IMPROPER USE. No improper, offensive, hazardous or unlawful use shall be made of any Home nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any portion of the Property. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any Home shall be corrected by, and at the sole expense of, the Home's Owner.

Section 5. LEASES. No portion of a Home (other than an entire Home) may be rented. All leases shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles, the Bylaws, applicable rules and regulations, or of any other agreement, document or instrument governing the Lots or Homes. The Owner of a leased home shall keep the Association apprised at all times of his current mailing address and phone number in the event the Association needs to notify the Owner of any default by tenant. The Owner of a leased Home shall be jointly and severally liable with his tenant for compliance with the Mystic Forest Documents and to the Association to pay any claim for injury or damage to property caused by the negligence of the tenant. Every lease shall be subordinated to any lien filed by the

Association whether before or after such lease was entered into.

Section 6. ANIMALS AND PETS. Only common domesticated household pets may be kept on any Lot or in a Home, but in no event for the purpose of breeding or for any commercial purposes whatsoever. No other animals, livestock, reptiles or poultry of any kind shall be kept, raised, bred or maintained on any portion of the Property. Permitted pets shall only be kept subject to and in accordance with such rules and regulations as shall be promulgated from time to time by the Board. Under no circumstances may a pit bull be permitted on the Property. Any pet must be carried or kept on a leash when outside of a Home or fenced-in area. No pet shall be kept loose or tied up when outside of a Home or in any screened porch or patio, unless someone is present in the Home. No barking shall be allowed which may be or become an unreasonable annoyance or nuisance to any owner. An Owner shall immediately pick up and remove any solid animal waste deposited by his pet on the Property. An Owner is responsible for the cost of repair or replacement of any Association Property damaged by his pet.

Each Owner who determines to keep a pet thereby agrees to indemnify the Association and Declarant and hold them harmless against any loss or liability of any kind or character whatsoever arising from or growing out of his having any animal on the Property.

Section 7. ADDITIONS AND ALTERATIONS. No Home shall be enlarged by any addition thereto or to any part thereof, and no Owner shall make any improvement, addition, or alteration to the exterior of his Home, including, without limitation, the painting, staining, or varnishing of the exterior of the Home, including doors, without the prior written approval of (i) the Committee as set forth in Article VIII of this Declaration, which approval may be withheld for purely aesthetic reasons, and (ii) all applicable governmental entities.

Section 8. INCREASE IN INSURANCE RATES. No Owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering or with respect to any portion of the Property not owned by such Owner.

Section 9. SLOPES AND TREES. No Owner may engage in any activity which will change the slope or drainage of Lot. No additional trees are permitted to be planted on the Property without the prior written consent of Declarant for as long as Declarant owns a Lot, and thereafter without the prior written consent of the Board.

Section 10. SIGNS. No sign, display, poster, or other advertising device of any kind may be displayed in public view of any portion of any building or other Improvement in the Property without the prior written consent of the Board. Signs, regardless of size, used by Declarant, its successors or assigns, for advertising during the construction and sale period of Mystic Forest or other communities developed and/or marketed by Declarant or its affiliates and other reasonable signs authorized by Declarant shall be exempt from this Section. Such sign or signs as Declarant may be required to erect under the terms of an Institutional Mortgage shall be exempt from this Section.

Section II. TRASH AND OTHER MATERIALS. No rubbish, trash, garbage, refuse, or other waste material shall be kept or permitted on the Lots and/or Association Property, or other portions of the Property, except in sanitary, self-locking containers located in appropriate areas, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, offensive, detrimental or a nuisance to Owners or to any other property in the vicinity thereof or to its occupants. No clothing or other household items shall be hung, dried, or aired in such a way as to be visible from the Association Property or another Lot. No stripped-down vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse, or trash shall be stored or allowed to accumulate on any portion of the Property, except within an enclosed structure approved by the Committee and appropriately screened from view (except when accumulated during construction by Declarant, during construction approved by the Committee, or when accumulated by the Association for imminent pick-up and discard).

Section 12. TEMPORARY STRUCTURES. No tent, shack, shed or other temporary building or improvement, other than separate construction and sales trailers to be used by Declarant, its agents and contractors, for the construction and sale of Mystic Forest or other communities, shall be placed upon any portion of the Property, either temporarily or permanently. No trailer, motor home or recreational vehicle shall be: (a) used as a residence, either temporarily or permanently, or (b) parked upon the Property.

Section 13. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, boring or mining operations of any kind shall be permitted upon or on any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 14. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any of the Property.

Section 15. WATER SUPPLY. No individual water supply system shall be permitted on any of the Property, except that wells are permitted for the irrigation of landscaping only.

Section 16. FENCES. Any fence placed upon any Lot must be approved by the Committee, as provided in Article VIII hereof, prior to installation. In no event may a fence be placed in the area between the front of a Home and the Street, Drive, Road or Roadway at the front of the Lot on which the Home is situated. In the event that the Board or the Committee, in its sole discretion, determines that a fence is not acceptable, the Board or the Committee may require the Owner to remove the fence; and, if the Owner does not comply in a timely fashion, the Board or the Committee may cause the fence to be removed and assess any and all expenses of such removal against the Owner as a Special Assessment. The Owner assumes complete responsibility to maintain the fence, including, but not limited to, trimming any grass, ivy or other plants from the fence. In the event the Committee approves the installation of a fence, it shall also have the right to require installation of landscaping, also

subject to the committee's approval, at the time the fence is installed.

Section 17. ANTENNAE. All antennae, microwave receiving devices or satellite receiving devices shall be no greater than eighteen (18") inches in diameter and shall be placed or erected only in the rear patio area of any Lot.

Section 18. DECLARANT EXEMPTION. Declarant plans to undertake the work of constructing Homes and Improvements upon the Property and may undertake the work of constructing other buildings upon adjacent land or other property being developed or marketed by Declarant or its affiliates. The completion of that work and the sale, rental and other transfer of Homes is essential to the establishment and welfare of the Property as a residential community. In order that such work may be completed and a fully occupied community established as rapidly as possible, neither Owners, the Association, nor the Architectural Control Committee shall do anything to interfere with Declarant's activities.

In general, the restrictions and limitations set forth in this Article shall not apply to the Declarant or to Lots owned by the Declarant. Declarant shall specifically be exempt from any restrictions which interfere in any manner whatsoever with Declarant's plans for development, construction, sale, lease, or use of the Property and to the Improvements thereon. Declarant shall be entitled to injunctive relief for any actual or threatened interference with its rights under this Article in addition to whatever remedies at law to which it might be entitled.

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