

FOUNTAINS OF ST. LUCIE

114 S.E. Village Drive
Port St. Lucie, FL 34952
(772)337-0217

2023
APPLICATION

The application must be completed in its entirety, (5) pages, and each adult **MUST** complete the **Background Authorization form**. An application fee of \$85 **per adult** (18 years of age or older), **\$100 security deposit (for a lease only)**, **copy of driver's license and a copy of the sales contract or lease** (whichever one applies) **ORIGINALS** must be returned with the application forms. Please allow 2 weeks for a background check and interview.

Application must be MAILED or Hand delivered to the address above, do not fax or email.

Thank you

FOUNTAINS OF ST. LUCIE CONDO ASSOCIATION

APPLICATION FOR OCCUPANCY (2023)

Please print, complete and return with Lease or Sales contract, executed Application / Statement, Photo I.D. Background Authorization form, \$85.00 application fee per adult paid via online portal (Lease Applications ONLY Add \$100 security deposit payable to The Fountains of St Lucie via check or certified funds dropped off with this application). Allow two weeks for processing. You will be contacted for a mandatory interview. Send completed information to Fountains of St. Lucie, 114 S.E. Village Drive, Port St. Lucie, FL 34952

Purchase ____ Lease ____

Are you active military? _____

Applicant Phone # _____ Email _____

UNIT # _____ Desired date of occupancy _____

Name adult #1 _____

Name Adult #2 _____

Number of adults to occupy unit _____ Names and ages of children to occupy unit _____

Pet (1 only) Breed, size, color and 20 lbs. maximum mature weight _____

Must attach copy of veterinarian documentation of breed, size, photo, weight and shot record.

Do you currently ____ own or ____ rent?

Present address: _____ lived here how long? _____

Name and number of landlord: _____

Employment (1) _____

Phone _____ Supervisor _____

Employment (2) _____

Phone _____ Supervisor _____

EMERGENCY CONTACT PERSON(S):

1. _____ Relationship _____

_____ Phone _____

VEHICLE APPLICATION

No Commercial vehicles or signage

Vehicle #1

Make _____ Model _____

Year _____ Color _____

Tag # _____ State _____

Vehicle #2

Make _____ Model _____

Year _____ Color _____

Tag # _____ State _____

The Fountains of St. Lucie

STATEMENT

I/we have received and read a copy of the Fountains of St. Lucie Condominium Associations rules and regulations and all governing documents of the Fountains of St. Lucie and agree to comply fully with all present and future rules adopted by the Association while an owner and/or resident at the Fountains of St. Lucie including but not limited to the following:

I/we understand a Unit **may not** be subject of a Lease for a period of **TWO YEARS** upon purchase.

I/we understand that my guests, invitees or I will not park on the Fountains of St. Lucie property any commercial vehicle, boat, trailer or any other prohibited vehicles as stated in the governing documents.

I/we further understand and agree that I will not have, house or keep a pet in excess of **20 pounds. No more than one pet is permitted.** I will not permit my pet outside of the unit without a leash and to promptly and properly dispose of all waste produced by that pet immediately.

I/we understand that I cannot use the screened enclosed porch and or balcony as a storage area (i.e. boxes, tires, bicycles, etc...) this area will only be utilized as an extension of the unit's living area.

I/we understand and agree that only persons indicated on the approval application are permitted to be permanent residents. Any additional persons who may wish to reside with a current resident must submit an application and be approved by the association prior to occupying the unit.

I/we understand and approve that I will be subjected to a mandatory financial and criminal background check.

I/we understand that if approved, and in the process of moving into a unit that all boxes are to be broken down and placed inside the dumpster and that large items (i.e. chairs, sofas, mattresses, etc... **may only be placed outside of dumpster enclosure and PRIOR arrangements with management or the Board of Directors have been made for pick up.**

I/we understand that as a resident of the Fountains of St. Lucie I am responsible for the behavior and actions of my guests and invitees.

I/we understand that any misrepresentation of this statement or Violation of the rules and regulations and /or any of the governing documents renders me subject to legal action including but not limited to eviction by the Association.

(Lease only) I/we understand that I/we must provide a written request, to include forwarding address, for the return of the \$100 security deposit within 6 months of departure or I/we knowingly will forfeit it.

Acknowledged and agreed this _____ day of _____ 202__.

_____	_____
Printed Name	Signature
_____	_____
Printed Name	Signature
_____	_____
Printed Name	Signature

NOTE: This statement must be attached to the completed application and signed by all persons indicated on the APPROVAL APPLICATION. Failure to include this statement will result in the application being considered incomplete and not submitted for approval.

This applicant(s) have been interviewed by:

X _____ (interviewer)

Interviewed by: _____ **date** _____

X _____ (interviewer)

Interviewed by: _____ **date** _____

FOUNTAINS OF ST. LUCIE

Rules and Regulations

The Rules and Regulations herein remunerated as to the Condominium property, the common elements, the condominium units and the condominium in general, shall be deemed in effect until amended as provided by the bylaws of the Association and shall apply to and be binding upon all unit owners. Unit owners shall at all times obey said Rules and Regulations and shall see that they are obeyed by their tenants, guests, invitees and all persons over whom they exercise control and supervision. Violation of these Rules and regulations may subject the violator to any and all remedies available to the condominium association and other unit owners pursuant to the terms of the Declaration of Condominium, Articles of Incorporation, the Bylaws and Florida law. Violations may be remedied by the Condominium Association by injunction or other legal means and the Association shall be entitled to recover in said actions any and all court costs incurred by it. Together with reasonable attorneys' fees, in addition to any remedies or rights which the Association or any Unit Owner may have to recover damages, costs and attorneys' fees against any person violating the Rules and Regulations or the Declaration of Condominium and any of the exhibits thereto. The Board of Directors may from time to time adopt new Rules and Regulations or amend or repeal previously adopted Rules and Regulations. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered as a waiver, consent or approval for any other purpose other than that which is identified at the time of the giving of such waiver, consent or approval.

1. Alterations and/or Structural Modifications: No unit owner shall make any alteration or addition to the common elements or limited common elements or limited common elements or to the exterior or his unit, or any structural modification to his unit without the prior written consent of the Board. This includes hurricane shutters.
2. Antennas and Wiring: No antennas, aerials or wiring may be placed or installed on the exterior of a building or unit without the prior written consent of the Board.
3. Unit Use: Units shall not be used for commercial or business purposes and shall only be used as residences. No business or trade may be conducted in or from any unit except for businesses not apparent or detectable by sight, sound or smell from the outside of the unit. Sole discretion of this may be determined by the Board of Directors.
4. Maintenance Employees and Contractors: No resident, guest or invitee shall give orders or instructions to maintenance employees or contractors, but rather shall express his desires to Management in writing.
5. Children: Each unit owner/occupant shall be solely responsible for the actions and any damage caused by his/her children or children visiting. Unit owners/occupants shall be responsible for and shall require their children and visiting children to comply with all rules and regulations concerning the recreation facilities. Children under twelve (12) years of age shall not be allowed in the pool, hot tub and deck area, lake or gazebo unless accompanied by an adult at all times. Children under 18 years of age shall not be allowed in the Clubhouse unless accompanied by an adult at all times.

6. Cleanliness: Each person shall maintain his unit and especially the exterior of the unit in a clean and orderly manner and in a manner which will not be offensive to any other resident.
7. Complaints: All complaints shall be made in writing or email, signed, dated and delivered to the Board of Directors or Management.
8. Conduct: No person shall engage in loud and/or boisterous or other disorderly, profane, indecent or unlawful conduct on any portion of the condominium property including, without limitation, inside any dwelling units or in any common area.
9. Damaged Common Elements: The cost of repairing damage to common elements, including but not limited to the condominium buildings and landscaped areas, caused by a unit owner, his guests, tenants and/or invitees, shall be the sole responsibility of such unit owner.
10. Deliveries: The Association shall not be responsible for the theft, conversion, disappearance, loss or damage of any item received from or for a resident, even though such theft, conversion, disappearance, loss or damage may occur through the negligence or willful act of the employees or contractors of the Association, and all parties delivering items to such employees and all parties intended to be the recipient of items so delivered, hereby assume all risks of theft, conversion, disappearance, loss or damage of and to such items.
11. Exterior Appearance: No improvements may be made or placed upon the exterior of any unit or on any of the condominium without the prior written consent of the Board. Any consent of the Board to any improvement to be made in or on the exterior of any unit, or to anything to be placed therein or thereon, may be withheld on purely aesthetic grounds on the sole discretion of the Board. This includes tubs on the patio.
12. Flammable Materials: No flammable, combustible or explosive fluid, chemical or substance shall be kept within any portion of the Condominium property including without limitation, any unit storage area or common element area, except as required for normal household use. No hibachi, grill, or other similar devices used for cooking, heating, or any other purpose shall be used or kindled on any balcony, under any overhanging portion, or within 10 feet of any structure or stored on balcony. Electric grills not exceeding 200 square inches are permitted. (fire code 10.10.6. Cooking Equipment)
13. Guest Occupancy: Guests are permitted to reside in any unit as long as such do not create or cause an unreasonable source of noise, annoyance or disturbance to the other residents. All guests shall be required to comply with all of the rules and regulations and other obligations created by the Declaration of Condominium and its exhibits. The Board reserves the right to expel any guest who violates the foregoing requirements.
14. Guns and Fireworks: No guns or dangerous and/or deadly weapons or any type of fireworks shall be permitted to be discharged or ignited on any portion of the Condominium property, including common areas and units, except as might be permitted in an emergency pursuant to the applicable State, County and City laws. Guns for

this purpose shall include but not be limited to rifles, shotguns, pistols, dart guns, BB guns, sling shots, bow and arrows and crossbows.

15. Flags: One standard 3' x 5' American flag on a pole shall be permitted to be attached to the frame of the entrance door to each unit. No decorative flag poles, banners or windsocks are permitted.
16. Hurricane Preparations: Each unit/occupant who plan to be absent from his unit during the hurricane season must prepare his unit by doing the following prior to his departure:
- A. Remove all furniture, plants and other movable objects from the exterior portion of his unit.
 - B. Designating a responsible firm or individual to care for his unit should the unit suffer hurricane damage, and furnish to the Board or Management the name(s) and contact information of said firm or individual in advance of departure.
 - C. Any unit owner/occupant failing to make hurricane preparations and/or making improper preparations shall be held responsible for any damage done to the property of other unit owners and/or common elements resulting from such failure.
 - D. Exterior shutters and panels may only be closed and in place once a tropical storm is named and must be opened/removed ten (10) days after the threat has passed.
17. Hurricane Shutters: Approved hurricane shutters are white accordion shutters or clear Lexon panels for all buildings except the two stucco buildings which must be bronze. This change only effects new installations, not existing ones unless they are replaced. All shutters must comply with the current local building codes, which may require a building permit. All residents considering the installation of storm shutters or panels must complete the approval application prepared by the Board.
18. Insurance: No unit owner shall permit or to allow anything to be done or kept in his unit which will increase the rate of insurance on the condominium property. Although the insurance coverage afforded through the association provides hazard insurance for the units, such insurance does not include coverage of floor, wall or ceiling coverings, improvements made by unit owner, or the personal property of the unit owner. Unit owners will be responsible for the payment of any deductible under the Associations policy when damage is caused to their unit or by their negligence. It is recommended that Unit owners obtain adequate coverage for their personal unit obligations.
19. Motorcycles: Motorcycles shall not be parked or placed in any area other than in designated motor vehicle parking spaces. Motor cycles shall not be driven upon common areas other than roadways and parking areas. All motor cycles shall be equipped with noise and muffling equipment and the Board shall be authorized to bar from the condominium property, any motor cycle or other vehicle that in the board's discretion causes unreasonable noise. Any damage done to the common elements, including but not limited to pavement, as a result of the motorcycle kick stand or other use of motorcycle, shall be the sole responsibility of the owner of the motorcycle causing such damage and/or the unit owner whom the motorcycle owner was a guest, tenant or invitee.

20. Nuisances: No unit owner shall make or permit any disturbing noises any place upon the condominium property by himself, guests, tenants or invitees, not to do or permit anything by such persons that will interfere with the rights, comforts or convenience of other unit owners or residents. No stereo, television, radio, sound amplifier, sound equipment or musical instrument may be played or operated in such manner that same disturbs or annoys other occupants of the condominium.
21. Outdoor Clothes Drying: No outdoor clothes drying shall be permitted. Clothes drying is permitted inside the screen enclosed patio from 9 a.m. to 5 p.m. No clothing, towels, rugs or other items shall be placed or hung on the exterior of any unit.
22. Outdoor Cooking: No cooking shall be permitted in any enclosed or screened-in patio except Electric grills not exceeding 200 square inches are permitted. (fire code 10.10.6. Cooking Equipment)
23. Parking: All Residents must register their vehicle(s) and display a permanent parking permit and visitors must display a temporary permit. Parking areas upon the condominium property shall be used only by residents of the Condominium, their guests and invitees. Only automobiles, vans constructed as private passenger vehicles with permanent rear seats and side windows and other vehicles commonly used as private passenger vehicles may be parked on the Condominium property without the consent of the Board. Other types of vehicles such as trucks, boats and trailers, may not be parked on the condominium property without the written consent of the Board, which may be arbitrarily withheld if commercial equipment or lettering is exposed in or upon the vehicle. The foregoing shall not be deemed to prohibit the temporary parking of commercial vehicles making delivery to or from, or while used in connection with providing services to any unit or the Condominium property. All vehicles parked on the Condominium property must be in good condition and in good state of repair. No vehicle which cannot operate on its own power shall remain on condominium property for more than twenty-four (24) hours, and no major repair of any motor vehicle shall be made on Condominium property and in connection therewith, no vehicle shall be placed on blocks, jacks or similar device anywhere on condominium property. All vehicles must have a valid license plate and current registration. No motor vehicle shall be parked other than in areas designated for parking. Vehicles must be parked head-on. The numbered parking space which is assigned to a particular unit may only be used by the residents of that unit, and their guests and invitees. Only Board members are empowered to enforce the towing of vehicles. Violators of any parking regulation will be towed at the owner's expense.
24. Passageways: Sidewalks, entrance ways, passageways, vestibules and all other portions of the common elements must at all times be kept free of obstruction and encumbrance and shall not at any time be used for any purpose other than ingress and egress. No strollers, bicycles, wagons, shopping carts, chairs, benches, tables or other objects shall be stored or kept in or upon such areas.
25. Personal Property: The personal property of a unit owner shall be stored within his unit or where applicable in assigned storage area, but in no event shall such property be stored or left within or upon other portions of the common elements or public areas. PATIOS ARE NOT FOR STORAGE. A visual barrier such as rolled down shades or other Board approved covering must be in place while utilizing the patio area for anything other than tasteful furniture or plants.

26. Pest Control: Interior pest control is an owner's responsibility. Total Release Foggers and Bug Bombs are prohibited for use within any condominium unit.
27. Pets: Household pets are permitted in any Unit, and except with the written consent of the Board, which may be granted or withheld in the Board's sole discretion, only one (1) dog or one (1) cat not exceeding twenty (20) pounds at maturity, is permitted in any Unit. Any cat or dog must be carried or walked on a leash at all times. Pets may only be walked within three (3) feet of the roadway. All pet owners shall clean up after their pets and shall not permit their pet to deposit animal waste on any portion of the Condominium property. Guests are not permitted to bring any pets on the premises. No pet is permitted in the Clubhouse or pool area.
28. Plumbing and Electrical: Water closets and other plumbing shall not be used for any purposes other than those for which they were constructed and no sweepings, rubbish, rags, sanitary napkins and the likes, or foreign substances shall be placed therein. Grease and other foreign substances shall not be poured down drains. Electrical outlets and electrical wiring shall not be overburdened. Total cost of all maintenance, repairs and replacements connected with any misuse of plumbing and/or electrical installations shall be the responsibility of and paid by the unit owner.
29. Planting: No plantings of whatever nature shall be made by any unit owner upon any public areas and/or other portions of the common elements without the prior written approval of the Board. Plants and flowers will be allowed in bed areas if it enhances the property. The plantings shall be at the owner's expense and upkeep. The Association is not responsible for unit owner plantings.
30. Recreational Facilities: Use of the recreational facilities shall at all times be solely at the risk of the individuals involved and in no event that of the Association or its' members. The use of the recreational facilities shall be regulated from time to time by the Board. Additional regulations shall include those that are necessary to comply with the laws of the State of Florida with reference to the swimming pool, hot tub and other public facilities amid those that are deemed necessary and reasonable time to time to ensure the proper use of the facilities by all of the members, their tenants, guests and invitees. Amended and/or additional Rules and regulations shall be posted in a conspicuous place, in or upon the recreational facilities and it shall be the responsibility of the individual unit owners, their tenants, guests and invitees to apprise themselves of same. Use of the clubhouse must be arranged through and only after written permission has been granted by the board which may be arbitrarily withheld. (Established procedure in the office). Children under eighteen *(18) years of age shall not be allowed in the clubhouse unless accompanied by an adult at all times. No boating, swimming, fishing or wading shall be permitted in any lake existing within the Condominium property.
31. Right to Enter in Emergencies: In case of an emergency originating in or threatening any dwelling, regardless of whether the owner is present at the time of such emergency, the Board, or any person authorized by it shall have the right to enter such dwelling for the purpose of remedying or abating the causes of such emergency, and such right to enter shall be immediate.
32. Roof: No person other than contractors hired by Management or the Board shall be permitted upon the roof of any building.

33. Satellite Dish: Are not permitted on common or limited common area.
34. Solicitations: There shall be no solicitation permitted by any persons anywhere in or about the condominium property for any cause, charity or for any purpose whatsoever.
35. Service People: No unit owner shall permit any service people, whether for purposes of maintenance, repair, replacement or improvement, to work in his unit before 8:00 a.m. or after 9:00 p.m. except in cases of emergencies.
36. Signs: No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any unit owner on any part of the outside or inside of any unit so as to be visible from outside of the unit, or upon any portion or part of the common elements.
37. Trash and Garbage: All refuse; waste, garbage and trash shall be securely wrapped in plastic garbage bags and placed only in those containers in areas designed for such purpose. All cartons and cardboard boxes must be broken down flat and placed in recycling bins not dumpsters. Recycling is mandatory, do not place recyclables in plastic bags. NEVER place items on the ground. Call the office to arrange for the disposal of oversized items. Owners are responsible for the removal of debris from renovations from Association property.
38. Vehicular and Pedestrian Traffic: All vehicular and pedestrian traffic being in and/or operating upon the condominium property shall at all times comply with controlling governmental laws. All such traffic shall at all time obey any and all traffic signs and/or other equipment employed for the purpose of traffic control, whether or not same is placed by governmental authorities and/or the association. Unless otherwise posted, vehicular traffic shall adhere to a maximum speed limit of 10 M.P.H. No more than three (3) vehicles per unit shall be parked on a permanent basis.
39. Waterbeds: No waterbed or floatation bedding system is permitted in any unit.
40. Water Softeners: All water softeners must be screened from view.
41. Wheel Vehicles: No unit owner/occupant shall permit wheel vehicles, including but not limited to inline skates, bicycles, mopeds, skateboards, strollers and shopping carts to be used in a manner that would interfere with vehicular and pedestrian traffic upon the condominium property. In the event any of the above cause any mishap or injury, the Association will not be held responsible.
42. Window, Door and Patio Treatments: No awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or doors or roof of the condominium buildings. No blinds, shades, screens, decorative panels, window or door coverings shall be attached to or hung or used in connection with any

window or door in a unit, if affixed to the exterior of a unit. Window treatment shall consist of drapery, blinds, decorative panels or other tasteful temporary treatments are permitted, except for periods not exceeding one (1) week after a resident first moves into a unit or when permanent window treatments are being cleaned or repaired. The association has the right to require any window covering(s) to be removed if the color of the same is unsightly in the Board's discretion. No windows or screens shall be replaced other than with the same material and color as originally exists without the prior written consent of the Board.

43. Lawn and Grass Areas: Lawn and grass areas are prohibited from ball playing, bike riding, golfing, skating, picnics or other sport activities. Sunbathing is permitted provided that it is done in good taste and does not interfere with contractors or with the privacy of other residents.

44. State, County and City Ordinances: All owners, guests, tenants and invitees are subject to all State, County, City ordinances and all portions of the recorded documents of the Fountains of St. Lucie Condominium.

Repeated violations of these Rules and regulations may result in fines of up to \$100 per violation each day not to exceed \$1,000 per aggregate at the discretion of the Board.

(20.2 - Fines. Declaration of Condominium.)

Pool/Hot Tub Rules and Regulations

1. All persons using the pool do so at their own risk. There is no lifeguard on duty.
2. Children under the age of twelve (12) years old are not permitted in or around the pool without adult supervision.
3. Children under the age of twelve (12) must be accompanied by an adult while using the hot tub.
4. Anyone using suntan lotion/oil must place towel on lounge or chair.
5. All persons must shower (without soap) before entering the swimming pool or hot tub.
6. All children not potty trained must wear Health Department approved swimming diapers.
7. No food or beverages are permitted while in the swimming pool or hot tub.
8. All beverages must be in unbreakable containers. NO GLASS around the pool and hot tub area.
9. No oversized floating devices, scuba gear, masks or flippers allowed in the pool or hot tub. (Exception: small children requiring life guard approved safety devices.)
10. Diving, running, boisterous conduct, ball or Frisbee throwing and loud radios are prohibited.
11. Bathing suits are required at all times in the swimming pool/hot tub. No street clothes worn in pool. Cover-ups to be worn to and from the pool.

12. Operation of the hot tub controls by adults only.
13. Replace and realign all lounges and chairs and clean up pool area prior to leaving. Lounges and chairs cannot be reserved.
14. Persons with open sores, infections or contagious health conditions shall not be permitted to use the pool.
15. No guests allowed without a resident either physically in the pool area or at the very least in residence and on the grounds at the time guest is using the pool/hot tub.
16. Guests are not permitted to bring guests of their own.
17. When using the pool umbrellas be sure to close and secure when leaving.

Clubhouse Community Parties

- 1) A sign-up sheet must be posted 14 days or more prior to an event date. Anyone residing in the unit is allowed to sign up and include anyone who is staying with them. This rule is in effect January 1st through May 1st.
- 2) 7 days prior to an event, a guest sign-up sheet will be posted, if the occupancy limit for the clubhouse is not reached and other guests who are not residing according to rule #1 may be invited, but no more than 2 per unit. Keeping in mind that residence always has 1st preference.
- 3) The event coordinator shall set the closing date for sign up.
- 4) May 2nd through December 31st, above rules do not apply.

Approved March 24, 2020