

THE MEADOWS AT MARTIN DOWNS
HOMEOWNERS ASSOCIATION, INC.
2550 Waterfall Boulevard, Palm City, FL 34990
Phone: (772) 283-2250

APPLICATION FOR
RESALE OR LEASE

NOTICE

THIS APPLICATION PACKAGE IS REQUIRED TO BE TURNED IN TO THE MEADOWS HOMEOWNERS OFFICE IN A TIMELY MANNER. **RETURN IT TO US AS SOON AS IT IS COMPLETED.**

WE REQUIRE A MINIMUM OF 10 WORKING DAYS TO PROCESS YOUR APPLICATION.

NO CERTIFICATE OF APPROVAL WILL BE ISSUED UNTIL THE PAPERWORK IS COMPLETELY PROCESSED.

PLEASE NOTE:

PICK UP TRUCKS ARE NOT PERMITTED UNLESS GARAGED OVERNIGHT. LAKEMONT VILLAGE AND THE SUN TERRACE BUILDINGS IN RIDGEWOOD VILLAGE DO NOT HAVE GARAGES. MOTORCYCLES, ALL TERRAIN VEHICLES, TRUCKS, TRAILERS, BOATS, VANS EXCEEDING 78 INCHES IN HEIGHT, CAMPERS, MOTOR HOMES, BUSES OR SIMILAR VEHICLES MAY NOT BE PARKED OVERNIGHT EXCEPT WITHIN A GARAGE.

ATTACHED IS A PPLICATION FOR
PURCHASING OR LEASING
PROPERTY IN THE MEADOWS

PLEASE BE AWARE THAT OUR
COVENANTS PROHIBIT MOVING
IN ON SUNDAYS AND HOLIDAYS.
MOVING TRUCKS MAY NOT
REMAIN OVERNIGHT.

**PLEASE SIGN BELOW TO ACKNOWLEDGE THAT YOU HAVE BEEN
MADE AWARE OF THIS REGULATION. IF YOU ARE A REALTOR,
PLEASE SIGN TO ACKNOWLEDGE THAT YOU WILL ADVISE YOUR
CLIENT OF THIS REGULATION.**

(Purchaser)

(Lessee)

(Realtor)

The Meadows at Martin Downs Homeowners Association, Inc.
2550 Waterfall Boulevard - Palm City, FL 34990 Phone: (772) 283-2250

Real Estate Transactions - Introduction

In an effort to make all real estate transactions, either sales or rentals, easy and accommodating to all parties concerned, the Board of Directors of The Meadows at Martin Downs Homeowners Association, Inc., has prepared the following information regarding the Application and Rules and Regulations.

These Application forms must be completed and returned, along with a copy of the *Purchase & Sales Agreement or Lease Agreement*, copies of *vehicle registration and auto insurance cards*, and the *name and address of the title company or attorney* who is handling the closing on the property, to the Association's office for processing. An *Application fee of \$150* for both sales and new rentals must accompany this documentation. No processing will take place on any incomplete form. The Association requires ten (10) working days to complete the required Certificate of Approval in accordance with its Documents.

The following information may come in handy for a new resident of The Meadows at Martin Downs:

1. All applications for sales and new rentals require a non-refundable application fee of \$150, payable by check made out to: "The Meadows at Martin Downs HOA." The payment must accompany the application package. Rental renewals must update the information on the application; however, an application fee is not required for renewals.
2. The minimum lease term for The Meadows is four (4) months. In order to receive a vehicle bar code sticker, a minimum lease period of six (6) months is required. For a lease of less than six (6) months, a monthly pass must be obtained from the Homeowners Office. A unit may be leased only ONCE during each calendar year. There is a \$10 non-refundable fee for each bar code sticker, payable by check made out to: "The Meadows at Martin Downs HOA."
3. New owners/renters must check in at the Homeowners Office upon moving in, in order to make sure their documentation is complete and to have their vehicles decaled. Please bring a copy of the warranty deed or lease.

4. Comcast Cable provides extended basic cable TV service for The Meadows through a bulk-rate contract. Owners are billed as a line item on their quarterly assessment. Tenants must make payment arrangements with owners. Any TV service above extended basic has to be contracted directly with Comcast Cable. Any technical problems will be handled by Comcast; please call them at 1-800-683-1000.
5. The Documents (Declaration of Covenants and By-Laws) pertaining to the Association should be a part of the real estate transaction and should transfer from seller to buyer. The Documents contain all information pertaining to the property, including the Articles of Incorporation, Rules and Regulations, Declaration of Covenants and Restrictions and all Amendments to the Documents. ***Purchase of the property is your agreement to abide by the Association's documents.***
6. The Meadows at Martin Downs is professionally managed by Mark Stilwell, Property Manager. The on-site office (The Meadows House) is open for residents Monday through Thursday from 8:30 a.m. to noon and on Friday from 7:00 a.m. to noon. The Meadows House office phone number is 772-283-2250. Association emergency calls (not medical emergencies) after office hours, should be directed to beeper #936-2925.
7. Entry PIN (Personal Identification Numbers) will be assigned to each residence after the purchase has been completed and/or when the lease is initiated. These numbers are used when authorizing visitors access to The Meadows at Martin Downs. That number is issued by The Meadows office and will be obtained on your initial visit when moving in. When you have need to contact the gatehouse, you will need to have this number available. The gatehouse telephone number is 220-3290.

The above information is being provided as a general guide and does not constitute all of the items included in the Rules and Regulations for The Meadows at Martin Downs. A package for new residents will be given you on your initial visit to the Homeowners Office. This package contains copies of the Rules & Regulations of the community, various forms for your use, your PIN number and other valuable information.

Please contact The Meadows Office with any questions you may have. Our staff will be happy to assist you.

Thank you,

The Board of Directors of
The Meadows at Martin Downs

RESALE APPLICATION FOR BOARD APPROVAL

Date: _____ Meadows Address: _____

INFORMATION CONCERNING APPLICANT:

Name: _____ DOB: _____

Present Address: _____

Current Phone: _____ Future Phone: _____

E-mail Address: _____

Do you intend to occupy the home? Yes No Seasonal

Spouse's Name: _____ DOB: _____

Number of Children to reside with you: _____

Names & Ages of Children: _____

The Following persons will also occupy the residence:

Name: _____ DOB: _____ Relation: _____

Name: _____ DOB: _____ Relation: _____

Name: _____ DOB: _____ Relation: _____

Pets: No Yes – Breed and Weight: _____

Applicant's Employer: _____ Phone: _____

Address: _____ Position: _____ No/Years: _____

Spouse's Employer _____ Phone: _____

Address: _____ Position: _____ No/Years: _____

I (we) fully authorize investigation of all answers and references given.

I (we) fully acknowledge and agree that purchaser may not park any vehicle as described in the Amended (April 2002) Article XIV(2) in the Declaration of Covenants and Restrictions of The Meadows at Martin Downs and as noted on Application for Vehicle Permit.

I (we) hereby agree to abide by all the Documents and Rules and Regulations of The Meadows at Martin Downs Homeowners Association, Inc., a copy of which was received from the Seller.

If Seller fails to provide a set of Documents to Buyer, a copy will be made available by the Association Office at a cost of \$75.00.

A COPY OF THE EXECUTED CONTRACT MUST BE ATTACHED. AN APPLICATION FEE OF \$150.00 PAYABLE TO THE MEADOWS HOA IS REQUIRED ON ALL REALES.

Owner agrees that the terms of the attached contract are within the requirements of The Meadows at Martin Downs Homeowners Association, Inc., Rules & Regulations.

PURCHASER: _____ DATE: _____

PURCHASER: _____ DATE: _____

SELLER: _____ DATE: _____

SELLER: _____ DATE: _____

IMPORTANT: PLEASE FILL OUT THE ACCESS ACCOMMODATION FORM
INDICATING THE PERSON(S) TO CONTACT IN CASE OF EMERGENCY.



HOMEOWNERS ASSOCIATION, INC.
2550 SW Waterfall Blvd.
Palm City, FL 34990

Helping to keep the covenants

Phone 772-283-2250 • Fax 2

To All Realtors doing business in The Meadows at Martin Downs:

At the Regular Board of Directors Meeting February 24, 2009, the Board passed a motion requiring the application fee for all resales and leases in The Meadows be paid by the CURRENT OWNER. We have no problem with the prospective purchaser or tenant reimbursing the current owner.

Following is the actual motion:

“PAUL RICE MADE A MOTION THAT **ALL APPLICATION FEES FOR THE SALE OR LEASE OF A UNIT BE PAID BY THE CURRENT UNIT OWNER.** SECONDED BY SUSAN CURATOLA. VOTE WAS UNANIMOUS IN FAVOR.” THIS POLICY STATEMENT IS TO BE INCLUDED IN ALL RESALE AND LEASE PACKETS.

THE MEADOWS AT MARTIN DOWNS HOMEOWNERS ASSOCIATION, INC.
2550 SW Waterfall Blvd., Palm City, FL 34990

APPLICATION FOR VEHICLE PERMIT

Name(s) _____ Owner ___ Tenant ___ Other Res. _____

Meadows Address _____ Telephone _____

Description of Vehicle(s):

Vehicle #1:

Make _____ Model _____ Year _____
Color _____ Tag # _____ State _____

Vehicle #2:

Make _____ Model _____ Year _____
Color _____ Tag # _____ State _____

Ownership of Vehicle(s):

Vehicle #1

Registered to: _____
Street Address _____ City/State/Zip _____

Vehicle #2

Registered to: _____
Street Address _____ City/State/Zip _____

Please attach a copy of the registration(s) and current insurance cards for above vehicle(s)

Is the above described vehicle replacing a currently registered vehicle? Yes No
If yes, the vehicle being replaced is: Make _____ Model _____ Color _____

Please contact the HOA Office with any change of the registration of your vehicles. If you change vehicles, DO NOT reuse the decals. Also, if your windshield is replaced, please Do Not reuse the decal. The HOA Office will issue a new decal.

Restrictions as noted in Amendment to Declaration of Covenants and Restrictions (April 2002) as outlined in Article XIV(t) and (u) read as follows:

"The Association shall have the right to deny access of any vehicle to the property. No van exceeding 78 inches in height, motorcycle, golf cart, all-terrain vehicle, truck, pick-up truck, trailer, boat, camper, motor home, bus, or similar vehicle shall be parked overnight on any part of the Properties, or in any driveway, or in any designated parking space within the Properties except within a garage or upon such portions of the Properties as the Board may, in their discretion, allow. Commercial vehicles, vans, or trucks delivering goods or furnishing services may temporarily park during daylight hours in the performance of their services for the Unit Owner." "The Association shall have the right to authorize the towing away of any vehicle in violation of the parking rules listed above with the costs and fees, including attorneys' fees, if any, to be borne by the vehicle owner or violator."

IT IS UNDERSTOOD THAT ANY VEHICLE DESCRIBED IN THE PARAGRAPH ABOVE MUST BE PARKED IN THE GARAGE IF THE UNIT IS A HOME WITH A GARAGE.

Signature _____ Date _____ Signature _____ Date _____

(For Association Use Only):

Vehicle Description: _____ Vehicle Description: _____
Decal # _____ Decal # _____
Bar Code # _____ Bar Code # _____

The above application is approved: _____
Not approved: _____ (Reason for non-approval): _____

By: _____ Date: _____

**DISCLOSURE SUMMARY FOR
THE MEADOWS AT MARTIN DOWNS HOMEOWNERS ASSOCIATION, INC.**

- ◆ **As a purchaser of property in this community, you will be obligated to be a member of a homeowners' association.**
- ◆ **There have been or will be recorded restrictive Covenants governing the use and occupancy of properties in this community.**
- ◆ **You will be obligated to pay assessments to the Association, which assessments are subject to periodic change. If applicable, the current amount is \$_____per _____. You will also be obligated to pay any special assessments imposed by the Association. Such special assessments may be subject to change. If applicable, the current amount is \$_____ per _____.**
- ◆ **You may be obligated to pay special assessments to the respective municipality, county, or special district. All assessments are subject to periodic change.**
- ◆ **Your failure to pay these assessments could result in a lien on your property.**
- ◆ **There is not an obligation to pay rent or land use fees for recreational or other commonly used facilities as an obligation of membership in the Homeowners' Association.**
- ◆ **The restrictive Covenants cannot be amended without the approval of the Association's membership.**
- ◆ **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's governing documents before purchasing the property..**
- ◆ **These documents are matters of public record and can be obtained from the Record Office of Martin County, where the property is located.**

I/We have read and understood this disclosure:

Purchaser

Date

Purchaser

Date

The Meadows at Martin Downs homeowners Association, Inc.
2550 Waterfall Boulevard
Palm City, FL 34990

Rules & Regulations

The Definitions contained in The Declaration of Covenants and Restrictions for The Meadows at Martin Downs are incorporated herein as part of these Rules and Regulations.

1. The Owners, their families, guests, invitees, licensees, and lessees of The Meadows of Martin Downs shall abide by each and every term and provision of the Declaration of Covenants and Restrictions, and each and every term and provision of the Articles of Incorporation, By-Laws of Association, and Rules & Regulations. Association has the authority to impose fines for violations of the heretofore named documents.
2. No bicycles, tricycles, scooters, baby carriages or other similar vehicles or toys (skateboard ramps, other structures) shall be allowed to remain in the Common Areas. The sidewalks, walkways, streets and parking areas shall not be obstructed. This rule is not intended to be interpreted so as to prevent recreational riding of bicycles, tricycles, scooters, skateboards, and similar vehicles on the sidewalks, walkways, and parking areas. The use of motorized vehicles (such as skateboards, go-peds, pocket bikes, etc.) is prohibited on Association property.
3. Any damage to the Common Areas, property, or equipment of Association caused by any Unit Owner, his/her families, guests, invitees, licensees, and lessees shall be repaired or replaced at the expense of such Unit Owner.
4. A Unit Owner/Lessee will not park or position his vehicle so as to prevent access to another Unit. The Unit Owners, their families, guests, invitees, licensees, and lessees will obey the posted parking and traffic regulations established by the Association for the safety, convenience, and welfare of all Unit Owners. All vehicles must park with the direction of traffic.
5. No Owners, their families, guests, invitees, licensees, and lessees shall do or permit any assembling or disassembling of motor vehicles except within the garage. Each Owner/Lessee shall be required to clean his driveway or parking area of any oil or other fluid discharged by his motor vehicle. Should the Association clean any driveway or parking area because of the failure of any Owner, the cost of same shall be billed to the Owner. No garage doors shall be permitted to remain open unattended except for temporary purposes.
6. All garbage and refuse shall be deposited with care in each Unit Owner's/Lessee's private garbage containers. No garbage or refuse shall be deposited in any Common Area for any reason, except on the correct days of the week for pickup and removal. No littering shall be done or permitted on Association property. No garbage, recycle material or tree or shrub material shall be placed at the curb until sunset of the day prior to collection. No refuse shall be placed so as to impede access to mailboxes by either the US Postal Service or residents.
7. Complaints regarding the management of Association property, or regarding the actions of other Owners, their families, guests, invitees, licensees, and lessees shall be made in writing to Association and shall be signed by the complaining Owner.
8. Owners shall be permitted to install alarms in Units and in vehicles parked within Unit garages, or on Unit driveways or in designated parking areas for Units. Alarms shall be defined as devices used for the detection of unauthorized entry, burglary, or any other criminal activity which, when activated, emit a sound, signal, or message to alert others, whether emitted on or off the premises. Excessive false alarms shall be prohibited. The emission of more than three (3) audible false alarms within any six (6) month period of time or an audible alarm that can be heard continuously or intermittently for a period of more than one (1) hour shall be considered excessive and constituting a serious nuisance.
9. Residents are required to notify the Guard House in advance when expecting guests, deliveries (including food) and service vendors. Vendors, including moving vans/trucks shall not be allowed entry into The Meadows before 8:00 a.m. Monday-Saturday. Deliveries after 6:30 p.m. must be prearranged with Guard House personnel. With the exception of food deliveries, flower deliveries, or special delivery services, (e.g., UPS, Federal Express, etc.) residents must go to the gate to identify and escort delivery vehicles to their home. All commercial vehicles, marked and unmarked, moving vans/trucks and trailers, shall be denied access to the property on all Sundays and New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas. There shall be no moving in or out on Sundays or the above holidays.
10. Purchasers and renters must follow the same move-in procedures. First, the new resident must register with The Meadows' Property Manager. Second, the Guard House must be notified by the resident of the date of the move-in and approximate time of arrival of the moving van/truck.
11. No Unit or property shall be used, in whole or in part, for the storage of any property or thing that will cause such Unit to appear to be in an unclean or untidy condition or that will be obnoxious to the eye nor shall any substance, thing or material be kept in any Unit or on any part of the property, e.g. driveways, parking spots, etc. that will emit a foul or obnoxious odor or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on in any unit, nor shall anything be done thereon tending to cause a nuisance to any person using any property adjacent to the Unit. There shall not be maintained any plants, animals, devices, or things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties.
12. Vendors shall be required to maintain general liability, auto liability, and workers' compensation coverages in minimum amounts set by the Board of Directors.

13. Each January every vehicle displaying a "butterfly" shall receive an annual sticker from Association. Prior to the issuance of the annual sticker, the Owner/Lessee of said vehicle shall make available, for inspection by Association, evidence that said vehicle has current tag and registration and is insured and that said insurance coverage includes bodily injury liability insurance. Any Owner/Lessee who fails to supply Association with the proof of insurance shall be denied the annual sticker. It is mandatory that all vehicles in The Meadows receive the annual sticker on the assigned dates for registration. The bar codes of vehicles not presented for annual registration will be deactivated. Association will charge a fee of \$25 to reactivate the bar code after the dates of registration.
14. All residents who have been issued bar codes shall be required to use the resident's lane at the front gate. Access to our community is only through the front entrance. If a homeowner's account is delinquent 30 days or more in payment of their maintenance, the bar codes of the owner and/or tenant, if any, will be deactivated.
15. No vehicle shall be parked overnight in the roadway. Overnight parking on roadway is defined as midnight to 6 a.m. for any vehicle. Vehicle for sale signs may not be displayed. In Lakemont Village and areas of Ridgewood Village outside parking will be allowed in designated spaces. Spaces marked "GUEST" are for use of visitors only.
16. Campers, motor homes, U-Hauls, pick up trucks, etc. may park overnight in designated areas of the parking lot at The Meadows House for a limited period of time provided prior permission is obtained from the Property Manager during regular Meadows' business hours. The guards will be notified by Meadows' office personnel. Association shall have the right to deny access of any vehicle to the property. No van exceeding 78 inches in height, motorcycle, golf cart, all-terrain vehicle, truck, pick-up truck, vehicle with a truck bed of any size, trailer, boat, camper, motor home, bus, or similar vehicle shall be parked overnight on any part of the Properties, or in any driveway, or in any designated parking space within the Properties except within a garage or upon such portions of the Properties as the Board may, in their discretion, allow. Commercial vehicles, vans, or trucks delivering goods or furnishing services may temporarily park during daylight hours in the performance of their services for the Unit Owner. (Article XIV 2(t) Declaration of Covenants and Restrictions.)
17. A real estate agent or homeowner shall arrange for a house viewing. No open houses are permitted. For Sale signs, not to exceed 11" by 17", may be posted inside a window from Saturday morning until Sunday evening. Homes for sale may be shown by appointment only.
18. Except for Association business, there will be no door to door solicitations.
19. Crafts, artwork and other similar items may be offered for sale at either art or craft fairs which may be held at The Meadows House or on other common property. These shows or fairs must be approved by the Board. Materials sold must be created by Meadows' residents.
20. No yard sales are permitted on Meadows' property.
21. Any consent or approval given under these Rules and Regulations by Association may be revocable by the Board

PET RULES - REPRINTED COVENANT XIV 2(d)

No animals will be raised, bred or kept in any unit, except that dogs, cats or other household pets may be kept in a unit, provided they are not kept, bred or maintained for any commercial purpose. No owner may keep more than two (2) pets. No pet may be kept in the unit which, in the judgment of the Board, results in a nuisance or is obnoxious to the residents in the vicinity. No owner will be permitted to maintain in their unit a pet reputed to be of violent temperament. Pets will not be permitted in any of the Common Areas unless under leash. Each pet owner will be required to immediately clean up after their pet. Each Owner, by acquiring a unit, agrees to indemnify Association and hold it harmless against any loss or liability resulting from his, his family members', or his Lessee's ownership of a pet. If a pet becomes obnoxious to other unit owners by barking or otherwise, the Owner will remedy the problem or upon written notice from Association, will be required to remove the pet from the unit.

TENNIS COURT RULES

1. Hours 7:00 a.m. to 10:30 p.m.
2. Courts are for use of residents and their guests only.
3. Children under 14 must have adult supervision.
4. Proper attire required. Shirts must be worn at all times. No swimwear permitted.
5. Tennis shoes only. No black soled shoes.
6. No drinking from glass containers or smoking permitted on courts.
7. No food permitted unless at a Board sanctioned function.
8. Observe tennis etiquette at all times.
9. No bike riding, skating or activity other than tennis playing permitted on courts.
10. Reservations may be made five (5) days in advance.
11. Limit play to one and one-half (1-1/2) hours if players are waiting to play.
12. Only residents may obtain keys from The Meadows House with a deposit or from the gate house with Florida I.D.

POOL RULES

1. No diving or jumping into pool.
2. Hours of operation are from 7:00 a.m. to 9:00 p.m.
3. Shower before entering pool - no soap to be used.
4. No lifeguard on duty - swim at your own risk.
5. Violators of Pool Rules may lose pool privileges.
6. Bathing suits only in the pool - no shorts or cutoffs.
7. Children under three years of age must wear rubber pants.
8. Children under 14 must be supervised by an adult.
9. No rafts or large floats allowed in pool.
10. No running, ball playing, or rough play of any kind in the pool area.
11. No skates, skateboards, mopeds, bicycles, or roller blades in pool area.
12. No animals in pool or in pool area.
13. No food in pool or in pool area, except at a Board sanctioned function.
14. No glass or drinks in glass containers allowed in pool or in pool area. No alcoholic beverages allowed in pool area except at a Board sanctioned function.
15. Only radios with earphones allowed in pool area.
16. No furniture to be removed from pool area.
17. Bathing load 120 persons for swimming pool and 15 persons for wading pool, at one time.
18. Violation of these rules may result in a fine.

MEADOWS HOUSE RULES & REGULATIONS

The Meadows House will be open from 8:30 a.m. to 4:00 p.m. Monday through Friday, and is available for scheduled activities from 8:30 a.m. to 11:00 p.m. Office hours as posted. No one is permitted to use the building without an approved application issued by the Meadows' Property Manager.

**By Resolution of the Board of Directors of
The Meadows at Martin Downs Homeowners Association, Inc.**

Revised 04-17-2009