

Fountain Spring IV - Lease

10191 West Sample Road Suite 203 Coral Springs, Florida 33065

PLEASE READ THE FOLLOWING INSTRUCTIONS BEFORE CLICKING THE START/NEXT BUTTON:

**PETS ARE PERMITTED IF OK WITH THE OWNER
ANYONE OVER THE AGE OF 18 NEEDS TO COMPLETE A SEPARATE APPLICATION
NO LEASING FOR 3 YEARS AFTER PURCHASE
700 CREDIT SCORE
\$500 SECURITY DEPOSIT PAID BY OWNERS ONLY**

PLEASE HAVE THE FOLLOWING DOCUMENTS/FORMS READY:

APPLICANT AND CO-APPLICANT PHOTO IDENTIFICATION THAT DEMONSTRATES PROOF OF PERMANENT U.S. RESIDENCY (US DRIVER'S LICENSE, US PASSPORT, GREEN CARD, OR NATURALIZATION CERTIFICATE)

PET PHOTO (IF APPLICABLE)

LEASE AGREEMENT SIGNED BY THE APPLICANT(S) AND THE OWNER(S)

W-2 FORM OR PROOF OF INCOME

(1) BANK STATEMENT

MARRIAGE CERTIFICATE (IF APPLICABLE AND IF MARRIED WITH DIFFERENT LAST NAMES)

AFTER STEP 2 HAS BEEN COMPLETED BY THE PRIMARY APPLICANT (AND CO-APPLICANT IF APPLICABLE), THE UNIT OWNER (OR SELLER) WILL RECEIVE AN EMAIL FROM NO-REPLY@TENANTEVALUATION.COM TO ELECTRONICALLY SIGN ANY NEEDED DOCUMENTATION.

IF YOU HAVE NOT PROVIDED THE UNIT OWNER'S (SELLER) INFORMATION, PLEASE LOG INTO THE APP STATUS DASHBOARD ON TENANTEV.COM TO PROVIDE THE INFORMATION

APPLICANT INITIAL: _____

CO-APPLICANT INITIAL: _____

*******Please be advised that there is a 3 Step Process. It can take up to 30 days*******

1/ ~ COMPLETING THE APPLICATION ~ BACKGROUND CHECK ~ Once the applicants background check, credit check and required documents are completed with the background check company (Tenant Evaluation), the applicant will receive a text and email from noreply@tenantevaluation.com with a link to upload the required documents as well as reminders.

If you pay for an expedited service, this is only for the background check, NOT for approval.

****NOTE**** Please ensure that all required documents are submitted to Tenant Evaluation or this can cause further delays in the preliminary review with the J&L Property ~ Sales & Leasing Dept. If you have any technical issues or questions on your background check, please contact them at (855) 383-6268.***

The amount of time that it takes to complete the application does not count as the 30 days.

2/ ~ PROPERTY MANAGEMENT REVIEW ~ Once your application is completed a preliminary review is conducted by the property management company before submitting to the board. Any communications regarding the application will ONLY be with the applicant and the owner of the property.

3/ ~ BOARD REVIEW & APPROVAL – Once all the information is gathered, the completed application is sent to the board for review and approval. You will be contacted if there is an inperson interview.

****WARNING****

Please be advised that it can take up to 30 days once we receive the completed background check and application. PLEASE GIVE YOURSELF AMPLE TIME TO MOVE INTO YOUR NEW PLACE. Board members are volunteers so their time to review can take some time to review, vote and approve. Please do not follow up on an application until 21 business days after your background check is sent to us, the property management company. The best way to follow up is via email so that we can forward your email to all board members as a follow up at one time. If there is a document missing or discrepancy in the application and we need clarification and/or correction, the application will be considered incomplete. The 30 days will commence once we have received a completed application.

Please make sure you complete each field in the documents below.

- Be sure to type your name and initials correctly in each “Initial” and “Sign Here” field, as they will act as your electronic signature in this application packet. This MUST be done by the individual(s) whose name(s) appear on this application, otherwise it constitutes forgery under s.831.06 Florida Statute.
- Once finished, please click the “FINISH & SUBMIT ELECTRONICALLY” button above. Please note that if “Finish & Submit Electronically” is not clicked, the information inputted will not save.
- You, and your co-applicant (if applicable), will be receiving a separate email from no-reply@tenantevaluation.com with a link to upload the required documents.

APPLICANT INITIAL: _____

CO-APPLICANT INITIAL: _____

THE APPLICATION

Failure to provide complete and accurate information will result in the delay of the application. Falsifying any information on this document is strictly prohibited.

RESIDENT INFORMATION

APPLICANT LEGAL NAME: _____

CO- APPLICANT LEGAL NAME: _____

PLEASE ENTER THE COMPLETE LEGAL ADDRESS OF THE RESIDENCE YOU ARE APPLYING FOR:

ADDRESS: _____ BLDG #: _____ UNIT#: _____

CITY: _____ STATE: _____ ZIP CODE: _____

ARE THERE ANY ADDITIONAL RESIDENT/APPLICANTS? YES NO

****NOTE: ANY ADDITIONAL OCCUPANTS 18 YEARS OF AGE OR OLDER MUST SUBMIT A SEPARATE APPLICATION****

IF YES, PLEASE LIST FULL FIRST & LAST NAMES, AGE & RELATIONSHIP:

FIRST & LAST NAME	AGE	RELATIONSHIP
_____	_____	_____
_____	_____	_____
_____	_____	_____

AUTHORIZATION FORM

You are hereby authorized to release any and all information requested with regards to verification of my bank account(s), credit history, residential history, criminal record history, employment verification and character references to Tenant Evaluation LLC. This information is to be used for my/our credit report for my/our Application for Occupancy. I/We hereby waive any privileges I/We may have with respect to the said information in reference to its release to the aforesaid party. Information obtained for this report is to be released to Tenant Evaluation LLC, Property Manager, Board of Directors and The Landlord for their exclusive use only.

PLEASE INCLUDE COPY OF DRIVER'S LICENSE OR PASSPORT TO CONFIRM IDENTITY.

Please notify your Landlord(s), Employer(s), and Character References that we will be contacting them to obtain a reference pursuant to your application.

I/We further state the Authorization Form were signed by me/us and was not originated with fraudulent intent by me/ us or any other person, and that the signature(s) below are my/our own proper signature.

I/We certify under penalty of perjury that the foregoing is true and correct.

I/WE UNDERSTAND THAT THE APPLICATION FEE IS REQUIRED AND NONREFUNDABLE REGARDLESS OF THE OUTCOME OF THE APPLICATION.

I/We further understand that any refundable monies paid through Tenant Evaluation in the form of deposits, extra fees, etc. will be refunded by the Association directly. Please allow 14 days for Tenant Evaluation from the date below to complete the report. Please be aware that the associations have their own approval process which will start once the report has been released and the time frame may vary.

If you or the co-applicant have falsified, deliberately mislead or omitted to mention any information on your application, you may not be approved for a purchase, lease and or occupancy.

_____	_____	_____
APPLICANT SIGNATURE	DATE	APPLICANT PRINT
_____	_____	_____

CO-APPLICANT SIGNATURE

DATE

CO-APPLICANT PRINT

COMMUNITY NAME: _____

PET INFORMATION

NOTE: The Association you are applying for may not allow Pets. Please check with Management for Pet

I AM MOVING IN WITH A PET

I AM **NOT** MOVING IN WITH A PET

PET 1 INFORMATION

PET OWNER NAME: _____

PET NAME: _____ PET TYPE: _____

PET SEX: _____ PET BREED: _____

PET AGE: _____ WEIGHT: _____ PET LICENSE: _____

PET DESCRIPTION: _____

PET 2 INFORMATION

PET OWNER NAME: _____

PET NAME: _____ PET TYPE: _____

PET SEX: _____ PET BREED: _____

PET AGE: _____ WEIGHT: _____ PET LICENSE: _____

PET DESCRIPTION: _____

APPLICANT INITIAL: _____

CO-APPLICANT INITIAL: _____

COMMUNITY NAME:

VEHICLE INFORMATION

NOTE: The Association you are applying may have specific rules and/or restrictions regarding vehicles.

VEHICLE 1 INFORMATION

YEAR: _____ MAKE: _____ MODEL: _____

COLOR: _____ VIN NUMBER: _____

TAG/LICENSE PLATE: _____ STATE REGISTERED: _____

VEHICLE INSURANCE COMPANY: _____

VEHICLE 2 INFORMATION

YEAR: _____ MAKE: _____ MODEL: _____

COLOR: _____ VIN NUMBER: _____

TAG/LICENSE PLATE: _____ STATE REGISTERED: _____

VEHICLE INSURANCE COMPANY: _____

ACKNOWLEDGEMENT OF COMPLETION

I HEREBY CERTIFY THAT ALL INFORMATION INCLUDED IN THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE AND THAT THIS APPLICATION HAS BEEN FULLY COMPLETED TO THE BEST OF MY ABILITY.

I UNDERSTAND THAT ANY INFORMATION LEFT OUT THAT IS REQUIRED BY THE ABOVE MENTIONED COMMUNITY/ ASSOCIATION MAY RESULT IN A DELAY AND/OR DISAPPROVAL OF MY APPLICATION.

Applicant Signature

Co-Applicant Signature

Applicant Print

Co-Applicant Print

Date

Date

ATTENTION

If the property you are leasing or purchasing has a locked mailbox assigned to the property, please be advised that J&L Property Management does not maintain mailbox keys, mailbox locks or the assignment of mailboxes to owners or tenants. If the seller or landlord does not supply you with a mailbox key, please contact the US Postal Service for instructions to replace the lock properly.

Thank You,

J&L Property Management

HOMEOWNER & APPLICANT
CONTACT INFORMATION FORM

REQUIRED:

Homeowner's EMAIL: _____
(SELLER or LANDLORD)

REQUIRED:

Applicant's EMAIL: _____
(BUYER or RENTER)

REQUIRED for BUYERS ONLY:

Would you like your mail sent to this address (to the home that you are purchasing)?

YES

NO

If NO, then please provide the mailing address that you would like to receive your mail:

Please note: It is YOUR responsibility to notify this office any time your mailing address changes so that you will continue to receive important letters and notices!!!

ACKNOWLEDGMENT

Buyer/Lessee acknowledges that I/We have received a copy of the Rules & Regulations of Fountain Springs IV Homeowners Association and I/We having read them in full, thoroughly understand their intent, and will abide by the same.

Print Name of Tenant

Print Name of Tenant/Spouse

Signature of Tenant

Signature of Tenant/Spouse

MUST HAVE ONE SIGN BELOW

President

Treasurer

Secretary

DATE: _____

UNIT ADDRESS: _____

condition. In the event that any portion of such Lot falls into disrepair or is not so maintained so as to create a dangerous, unsafe, unsightly, or unattractive condition, or which otherwise violates this Declaration, the Association shall have the right, but not the duty, upon fifteen (15) days' prior written notice, to correct such condition and to enter upon such Lot to make such repairs or to perform such maintenance. The cost thereof shall be charged to the appropriate Owner and shall be an Individual Assessment as to the respective Lot. The Owner of such Lot shall pay promptly all amounts due for such work. Any costs and expenses of collection may be added, at the option of the Board of Directors, to the Individual Assessment.

9.02. Maintenance Obligations of Association. The Association shall maintain, or provide for the maintenance of, all of the Common Properties and all Improvements thereon, as well as portions of the Lots, as more fully described in Section 5.02 hereof. The maintenance obligations of the Association shall include all recreational facilities, commonly metered utilities, the interior and exterior of the recreation buildings, and any and all utility facilities and buildings or other structures situated on the Common Properties. In addition, the Association shall provide all necessary landscaping and gardening to properly maintain and periodically replace when necessary the trees, plants, grass and other vegetation which are on the Common Properties. The Association shall further maintain, reconstruct, replace and refinish any paved surface on the Common Properties. All of the foregoing obligations of the Association shall be discharged when and in such manner as the Board shall determine, in its sole judgment, to be appropriate.

ARTICLE 10
USE RESTRICTIONS

The Property shall be held, used and enjoyed subject to the following limitations and restrictions; provided, however, no such restrictions shall apply to Declarant or its Affiliates:

A. Owners shall store personal property within their dwelling or appropriate enclosures on their respective Lots.

B. No garbage cans, supplies, milk bottles, or other articles shall be placed on patios, nor shall any linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind or other articles, be shaken or hung from any exterior portion of any Lot. To provide a healthy environment and in order to eliminate odors and vermin, all garbage must be placed in plastic bags and deposited ONLY in the areas and on the days designated by the Board. The

Common Properties shall be kept free and clear of rubbish, debris, and other unsightly material.

C. Automobiles, Commercial Vehicles and Boats.

Except as provided below, no commercial truck, commercial van, bus, recreational vehicle, mobile home, motor home, camper, trailer, or similar vehicle may be kept overnight on the Property unless totally enclosed in a garage and not visible from the outside. Prohibited vehicles include, but are not limited to, those (i) not designed primarily for the routine transportation of people, rather than equipment or goods, or (ii) bearing any advertising, logo, or other signs or having printed on the sides, front, or rear of same reference to any commercial undertaking or enterprise. Any vehicle the state registration for which contains a designation of the type of vehicle as anything other than "Automobile" shall be presumed to be prohibited hereunder, which presumption may be rebutted by substantial proof. No vehicles shall be repaired within the Property, except on an emergency basis. No vehicle shall be left within the Property for more than one business day if not capable of self-propulsion. All vehicles, including motorcycles, mopeds, etc., shall be equipped with effective sound muffling devices. Except as provided below, no boat or watercraft shall be stored overnight in the Property, unless totally enclosed in a garage and not visible from the outside. The Association may, but shall not be obligated to, designate certain portions of the Common Properties, which may be relocated from time to time, for the parking of trucks, commercial vehicles, buses, recreational vehicles, mobile homes, trailers, boats, and campers. Any such area designated pursuant to this subparagraph C may, in the sole and absolute discretion of the Association, be terminated for such use without cause. The Association shall have the authority to formulate appropriate Rules concerning the use of any such parking/storage area, including reasonable charges therefor.

D. No Owner or resident may direct, supervise, or in any manner attempt to assert control over the employees or agents of the Association.

E. Employees of the Owners may not gather or lounge in the Common Properties.

F. No Owner shall make or permit to be made by his family, tenants, invitees, employees, agents, visitors, and licensees, any disturbing noises, nor do or permit to be done by such persons anything that will interfere with the reasonable rights, comforts or conveniences of other Owners. No Owner shall unreasonably play or allow to be played any musical instrument or operate or allow to be operated, a

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phonograph, television, radio or sound amplifier, on the Owner's Lot in such a manner as to disturb or annoy other Owners.

G. No radio or television installation may be permitted on a Lot which interferes with the television or radio reception of another Lot. No antenna or aerial may be erected or installed anywhere in the Property without the written consent of the Board.

H. No sign, advertisement, notice or other lettering (except Lot addresses and Owner's names in front of Lots) shall be exhibited, displayed, inscribed, painted or affixed, in, on or upon any part of the Property without the written consent of the Board. The Board shall have the right to prohibit any signs offering property for sale or rent, or limit the size or placement of such sign.

I. Each Owner who plans to be absent from his Lot during the hurricane season shall prepare his Lot prior to his departure by:

(1) Removing all furniture, plants and other movable objects from his porch, terrace, patio, or elsewhere on his Lot, where appropriate; and

(2) Designating a responsible firm or individual to care for his Lot should same suffer hurricane damage, and furnishing the Board with the name of such firm or individual. Such firm or individual shall contact the Board for clearance to install or remove hurricane shutters, and such party shall be subject to the approval of the Board.

J. No Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, patios, windows or roof, unless approved by the Board.

K. No Owner shall cause any garage on his Lot to be enclosed, converted, or otherwise remodeled to allow for residential occupancy, without first obtaining the City's approval, as well as any approvals required pursuant to the Master Covenants.

L. Fences, other than any provided by Declarant, shall not be erected, removed or maintained upon the Residential Property, except as permitted by the Board.

M. Pets and Animals. Only pets belonging to Owners (or those occupying Lots through the authority of Owners) who have signed a pet permission agreement, in form and content acceptable to the Board, and which pets have been approved by

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the Board, will be allowed within the Property, subject to the following further restrictions: (1) Only common household pets may be kept in a Lot; (2) No pet shall be permitted outside a Dwelling Unit except on a leash and at all times under the control of its Owner; (3) No other animals, livestock or poultry of any kind shall be kept on any portion of the Property; (4) No pets may be kept for the purpose of breeding or for any commercial purposes whatsoever; (5) No pets shall be allowed to constitute a nuisance; (6) Each Owner shall promptly remove and dispose of waste matter deposited by his pet through a proper sewage receptacle; (7) The Board shall have the right to promulgate Rules further restricting the keeping of pets.

N. In case of any emergency originating in or threatening any Lot, the Board or any individual authorized by it shall have the immediate right to enter any Lot for the purpose of remedying or abating the cause of such emergency, notwithstanding that the Owner of such Lot is present at the time of such emergency.

O. There shall be no solicitation by any person anywhere in the Property for any cause, charity, or any purpose whatsoever, unless specifically authorized by the Board.

P. Nothing shall be done by any Owner which would increase the rate for any insurance maintained by the Association.

ARTICLE 11
DAMAGE OR DESTRUCTION TO COMMON PROPERTIES

Damage to or destruction of all or any portion of the Improvements on Common Properties shall be handled in the following manner:

A. In the event of damage to or destruction of Improvements on the Common Properties, if insurance proceeds are sufficient to effect total restoration, then the Association shall cause such Improvements on Common Properties to be repaired and reconstructed substantially as they previously existed.

B. If the insurance proceeds are within Twenty-Five Thousand Dollars (\$25,000.00) or less of being sufficient to effect total restoration to the Improvements on the Common Properties, then the Association shall cause such Improvements on the Common Properties to be repaired and reconstructed substantially as they previously existed and the difference between the insurance proceeds and the actual

cost shall be levied as a Special Assessment against each of the Owners and Lots and no consent of Owners shall be required as otherwise would be the case in the event of a Special Assessment over Twenty-Five Thousand Dollars (\$25,000.00). Declarant, Affiliates and Declarant and Affiliate-owned Lots shall be exempt from such Special Assessments, in accordance with Section 6.06 hereof.

C. If the insurance proceeds are insufficient by more than Twenty-Five Thousand Dollars (\$25,000.00) to effect total restoration to the Improvements on the Common Properties, then the Members shall determine, by vote of two-thirds (2/3) of Member votes present in person or by proxy at a special meeting of the Members, duly called, whether (1) to rebuild and restore the Improvements on the Common Properties in substantially the same manner as they existed prior to damage and to raise the necessary funds over the insurance proceeds by levying a Special Assessment against all Lots, or (2) to rebuild and restore in a way which is less expensive than replacing these Improvements in substantially the same manner as they existed prior to being damaged, or (3) to not rebuild and to retain the available insurance proceeds. If a decision is made to rebuild in a manner which would result in a change in the Improvements such new plans must receive the written approval of the Board, which may pre-approve plans to be submitted to the Members at a special meeting of Members. Declarant, Affiliates and Declarant and Affiliate-owned Lots shall be exempt from such Special Assessments, in accordance with Section 6.06 hereof. Any proposed changes in the Improvements must be submitted to and approved by the City of Plantation or its appropriate review committee.

D. Each Owner shall be liable to the Association for any damage to the Common Properties not fully covered by collected insurance which may be sustained by reason of the negligence or willful misconduct of any Owner, as well as the Owner's Family, tenants, guests and invitees, both minor and adult. In addition, the Association shall have the right to charge such Owner an Individual Assessment equal to the increase, if any, in any insurance premium due from the Association directly attributable to the damage caused by such Owner. In the case of Co-Owners of a Lot, defined in Section 3.02 of this Declaration, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be an Individual Assessment against the Lot and may be collected as provided herein for the collection of Assessments.

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THIS INSTRUMENT PREPARED BY:
DAVID M. BAUMAN, ESQ.
Bauman & Kanner P. A.
4050 W. Broward Blvd.
Plantation, Florida 33317

CERTIFICATE OF AMENDMENT OF THE DECLARATION OF COVENANTS
RESTRICTIONS AND EASEMENTS OF FOUNTAIN SPRINGS IV HOMEOWNERS
ASSOCIATION, INC.

WHEREAS, the Declaration of Covenants, Restrictions and Easements establishing Fountain Springs IV Homeowners Association, Inc. (the "Association Documents") is recorded at Official Records Book 6185 Page 799, of the Public Records of Broward County, Florida; and,

WHEREAS, this Amendment of the Declaration of Covenants, Restrictions and Easements has received unanimous approval of the Board of Directors for Fountain Springs IV Homeowner Association, Inc. at a duly held and noticed meeting of the Association as required in said Declaration; and,

WHEREAS, this Amendment of the Declaration of Covenants, Restrictions and Easements has received approval of not less than seventy-five percent (75%) of the Voting Members of Fountain Springs IV Homeowner Association, Inc. present at a duly called special meeting as required in Article 14.05 of said Declaration of Restrictions and Covenants at a duly held and noticed meeting of the Association as required in said Declaration and as further evidenced by signatures attached hereto as Exhibit "A"; and,

WHEREAS, the Declaration of Covenants, Restrictions and Easements may be amended by the Board of Directors and Members of the Association in accordance with Article 14.05 of the Declaration of Restrictions and Covenants; and,

CODING: Words ~~stricken~~ are deletions; Words underlined are additions. Unaffected language by "..."

NOW THEREFORE, the Declaration of Covenants, Restrictions and Easements is amended as follows:

1. Article 13 "RENTAL RESTRICTIONS" shall be deleted in its entirety and replaced as follows:

ARTICLE 13

RENTAL RESTRICTIONS

The purpose and object of this paragraph is to maintain a quiet, tranquil, non-transient, and single-family oriented atmosphere with the residents living in compatible coexistence with other financially responsible persons who are of like mind and acceptable both in character and comportment. This objective is considered to be both important and justified because of the necessity of sharing facilities and because of the large personal financial investment of each owner. Therefore, the lease, conveyance, disposal, and financing of the units by owners shall be subject to the following provisions:

13.01. Leases. Lots shall not be leased without the prior written approval of the Association. The Association has the right to require that a substantially uniform form of lease be used, as approved by the Board. Any lease shall provide that the Association shall have the right to terminate the lease upon default by tenant in observing any of the provisions of this Declaration, and applicable Rules duly adopted by the Board from time to time. No lease shall be for a period of less than ~~four~~ six (6) months, and the proposed tenants shall consist of not more than two (2) persons per bedroom in any dwelling. Subleases of Lots are prohibited. Lots shall not be leased more than once in any six (6) month period. Notwithstanding the lease of an Owner's Lot, all liabilities of the Owner under this Declaration shall continue unabated. The Association must either approve or disapprove a lease within ten (10) days after the next Board meeting following submission of a complete and accurate request for approval, which request shall be accompanied by such information as the Board may reasonably require. If approved, a recordable Certificate of Approval shall be executed by the Secretary or other authorized agent of the Association ~~at the expense of the tenant~~. If the Association fails to give the Owner written notice of its approval or disapproval of the proposed lease within the aforesaid period, the lease shall be deemed acceptable to the Association. The provisions of this Article 13 shall not be applicable to Declarant or any Affiliate designated by Declarant. Notwithstanding anything herein or any Rule to the contrary, Declarant as well as any Person approved in writing by Declarant, shall be irrevocably empowered without any limitation at all times, whether for permanent or temporary occupancy, to sell, lease, rent or transfer Lots owned by Declarant or such Person, as the case may be, for any period and under any term. to any tenants, purchasers or transferees without the consent of any Person, including the Association, being required provided, however, Declarant may not lease any Lot (whether or not improved) nor operate any leasing office on the Residential

Property, without the consent of the City Council of the City of Plantation. As the condition to obtaining such consent, the Declarant must establish the existence of an economic hardship arising from an inability to sell the Lots. The inclusion of the foregoing restrictions in this Declaration was required by the City of Plantation as a condition to its approval of the Project. The provisions of this Section 13.01 may not be amended without the consent of Declarant.

13.02 Deposit. At the discretion of the Association, Owners wishing to lease their Lots shall be required to place in escrow with the Association a sum in the nature of a security deposit, as determined by the Association, which may be used by the Association to repair any damage to the Common Properties or other portions of the Property resulting from acts or omissions of tenants (initially to be set at five hundred dollars (\$500.00 and thereafter as determined in the sole discretion of the Association). The Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. Any balance remaining in the escrow account, ~~less an administrative charge as determined by the Association,~~ shall be returned to the Owner within thirty (30) days after the Association has been advised in writing by the Owner that the tenant and all subsequent tenants have permanently vacated the Lot. The Association is hereby deemed the agent of the Owner for purposes of bringing any eviction proceedings deemed necessary by the Association because of tenant's violation of this Declaration or applicable Rules. The Association and the Owner shall both have the right to collect attorneys' fees against any occupant or tenant in the event that legal proceeding's must be instituted against such tenant for his eviction or for enforcement of this Declaration, with the Association having priority as to the full amount of its claim. Declarant and any of its Affiliates are exempt from the provisions of this Section 13.02 with respect to any Lots leased by Declarant or Affiliate.

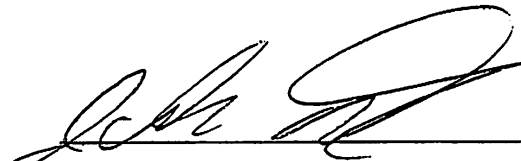
13.03. Notwithstanding the provisions herein this Article 13 or elsewhere in the Declaration, no Owner may be permitted to lease a Lot for an initial period of twelve (12) months subsequent to Owner's purchase of the Lot. All leases must provide, and if they do not, shall be deemed to provide, the agreement of the lessee(s) to abide by all of the Association Documents and that a violation of the documents is a material breach of the lease and is grounds for damages, termination, and eviction, and that the lessee and the Owner agree that the Association may proceed directly against such lessee(s) and that the lessee(s) shall be responsible for the Association's costs and

expenses, including attorneys' fees, at all trial and appellate levels. If such costs and fees are not immediately paid by the lessee(s), the Owner shall pay them and such funds shall be secured as a charge. Each Owner irrevocably appoints the Association as Owner's agent authorized to bring actions in Owner's name and at Owner's expense including injunction, damages, termination, and eviction. The rules and regulations must be provided to the lessee(s) by or on the behalf of the Owner at or before the commencement of the lease term. Each tenant's application shall be submitted for a criminal background check and review of credit scores with standards for approval to be set by the board of directors.

1st

IN WITNESS WHEREOF, the undersigned has caused those present to be signed on its behalf by the appropriate individuals on the day of August, 2008.

Signed, Sealed and Delivered
in the presence of:


Dawn A. Mattais

Fountain Springs IV Homeowner
Association, Inc., a Florida not-
for-profit
corporation

By: Colleen Rodriguez
Colleen Rodriguez


STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME personally appeared Colleen Rodriguez to me well known and known to me to be the individual described in or who provided _____ as identification and who executed the foregoing and acknowledged to me that he/she was duly authorized to sign the foregoing on behalf of Fountain Springs IV Association, Inc., a Florida not-for-profit corporation.

IN WITNESS whereof, I have hereunto set my hand and seal on this 1st day of August, 2008.


Eileen DeMatteis
Notary Public

My Commission Expires:
NOTARY PUBLIC-STATE OF FLORIDA
 Eileen DeMatteis
Commission # DD502325
Expires: DEC. 28, 2009
Bonded Thru Atlantic Bonding Co., Inc.

Initials: