

# Wisperwood Village

## Condominium Association, Inc.

Managed by The Foster Company of South Florida

9301 SW 92 Avenue, C-116, Miami, FL 33176

Ofc: 305-274-8990 Fax: 305-595-0791

wisperwood@fostercompany.net

Dear New Prospective Resident(s):

The attached documents **must be fully completed** in order to be considered for approval to reside in this community. Prior to completing this application, **review all the Rules and Regulations**, which are strictly enforced.

### **MAXIMUM OCCUPANTS PER UNIT**

- 1 Bedroom = 2 persons
- 2 Bedroom = 4 persons

### **PARKING**

Maximum two (2) decal permits per unit. Only one (1) assigned parking space per unit. Additional vehicle must be parked in Guest Parking. Vehicles without any ID (decal or pass) will be towed at the owner's expense. It is Resident's responsibility to keep track of Guest Passes. Maximum two (2) Guest Passes per unit. Fee to replace Guest Passes = \$25  
**NOT PERMITTED - Commercial Vehicles, Trailers after 5:30PM Mon-Sat (Never on Sunday) and NO Motorcycles/Scooters Permitted Anytime.**

### **APPROVAL PROCESS & FEES** *(Allow 10 business days for approval)*

**\*\*\*CASHIER'S CHECK OR MONEY ORDERS ONLY\*\*\***

- **\$150 Non-refundable per adult, OR...**
  - \$150 per unit if married couple with SAME last name
  - \$150 per unit if married couple with DIFFERENT last name → copy of Marriage Certificate required.
- **\$300 Refundable Security Deposit** to be held in an Escrow Account. A written request for deposit return required with forwarding address when lease will not be renewed. Full deposit will be returned providing all fines and/or property damages have been satisfied.
- **\$150 Non-refundable per dog (if applicable)**  
Dog must be under 30 lbs.; maximum two pets per unit. DNA registration is REQUIRED which will be completed by management (mouth swab).

### **ORIENTATION MEETING REQUIRED** *(All adult residents must attend)*

After receiving written approval, call the office to schedule an appointment for the Orientation Meeting (35-45 Minutes). Orientation Meeting will include receipt of Parking decal(s), Assigned Parking Space, Moving Pass, Pool Pass, Fitness Room FOB, Guest Passes, a Review of all Rules and Regulations and Emergency Phone numbers.

# Wisperwood Village

Condominium Association, Inc.

## APPLICATION CHECKLIST

### Application Fees

- ☐ **Screening Fee - \$150 each adult** (Money Order/Cashier's Check ONLY)
  - **Exception:** Married couples with the same last name = **\$150 total**
  - **Married couples with two (2) different last names** MUST include a copy of their marriage certificate with both names = **\$150 total**
- ☐ **\$300 Refundable Security Deposit** (For Lease Applications **ONLY**)

### Documents Required for Processing

- ☐ Lease or Purchase Agreement with Owner/Realtor
- ☐ Page 1 – Cover Letter
- ☐ Page 2 – Application Check List
- ☐ Page 3 & 4 – Application for Approval – 2 Pages
- ☐ Page 5 - Parking Decal Application Form
- ☐ Page 6A & 6B – Pet Application & Rules (if applicable)\*
- ☐ Page 7 – Florida Law
- ☐ Copy of Driver's License for each adult
- ☐ Vehicle Registration and Insurance for each vehicle
- ☐ Signed copy of Rules & Regulations

### Dog Owners (If Applicable)

- ☐ Fully completed Pet Application Form with Photo of Pet(s) with initial application
- ☐ \$150 per dog. Pet DNA Registration Fee Due at Orientation or with Application  
*No Fee required for ESA dogs with physician documentation*

### AFTER WRITTEN APPROVAL NOTIFICATION

Call or Email Office for Orientation Appointment (305 274-8990) wisperwood@fostercompany.net

**ORIENTATION REQUIRED PRIOR TO MOVING INTO UNIT**

WISPERWOOD VILLAGE CONDOMINIUM ASSOCIATION

DATE \_\_\_\_/\_\_\_\_/\_\_\_\_ PROPERTY ADDRESS: \_\_\_\_\_ PURCHASE ☐ LEASE ☐

PERSONAL INFORMATION

APPLICANT 1:

First Middle Last  
SOCIAL SECURITY # \_\_\_\_ - \_\_\_\_ - \_\_\_\_ MALE ☐ FEMALE ☐ DATE OF BIRTH \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-MAIL \_\_\_\_\_ DRIVER LICENSE # \_\_\_\_\_ STATE \_\_\_\_\_  
APPLICANT'S PHONE #: \_\_\_\_\_ APPLICANT'S CELL PHONE #: \_\_\_\_\_

APPLICANT 2:

First Middle Last  
SOCIAL SECURITY # \_\_\_\_ - \_\_\_\_ - \_\_\_\_ MALE ☐ FEMALE ☐ DATE OF BIRTH \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-MAIL \_\_\_\_\_ DRIVER LICENSE # \_\_\_\_\_ STATE \_\_\_\_\_  
APPLICANT'S PHONE #: \_\_\_\_\_ APPLICANT'S CELL PHONE #: \_\_\_\_\_

Have you ever been arrested, convicted of, plead guilty, or "no contest" to a crime that has or has not been expunged or removed from your record? ☐ No ☐ Yes If yes, please explain: (Make sure to include the city/state/county and the year the crime occurred for each conviction.)  
\_\_\_\_\_  
\_\_\_\_\_

DO YOU OWN PETS? YES ☐ NO ☐ IF YES, NUMBER OF PETS: ☐ BREED(S): \_\_\_\_\_ WEIGHT(S): \_\_\_\_\_

RESIDENT HISTORY

CURRENT STREET ADDRESS: \_\_\_\_\_  
Street City State Zip  
MOVE IN DATE OF PRESENT ADDRESS: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ MOVE OUT DATE: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Month Day Year Month Day Year  
CURRENT LANDLORD'S NAME: \_\_\_\_\_ PHONE#: \_\_\_\_\_  
FAX#: \_\_\_\_\_ MONTHLY RENT PAYMENT \$: \_\_\_\_\_  
REASON FOR MOVING: \_\_\_\_\_

PRIOR STREET ADDRESS: \_\_\_\_\_  
Street City State Zip  
MOVE IN DATE OF PRIOR ADDRESS: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ MOVE OUT DATE: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Month Day Year Month Day Year  
PRIOR LANDLORD'S NAME: \_\_\_\_\_ PHONE#: \_\_\_\_\_  
FAX#: \_\_\_\_\_ MONTHLY RENT PAYMENT \$: \_\_\_\_\_

HAVE YOU EVER BEEN EVICTED FROM ANY LEASED PREMISE? ☐ NO ☐ YES

**ALL APPLICANT(S) INCLUDING MINORS WHOM WILL BE OCCUPYING THIS PROPERTY MUST BE LISTED:**

NAME: \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
NAME: \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
NAME: \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
NAME: \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**VEHICLE(S) INFORMATION:**

MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ TAG: \_\_\_\_\_ COLOR: \_\_\_\_\_  
MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ TAG: \_\_\_\_\_ COLOR: \_\_\_\_\_  
MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ TAG: \_\_\_\_\_ COLOR: \_\_\_\_\_

**CHARACTER REFERENCES (NO RELATIVES):**

NAME: \_\_\_\_\_ PHONE # \_\_\_\_\_  
NAME: \_\_\_\_\_ PHONE # \_\_\_\_\_  
NAME: \_\_\_\_\_ PHONE # \_\_\_\_\_

**EMPLOYMENT HISTORY**

**APPLICANT 1:**

PRESENT EMPLOYER \_\_\_\_\_ POSITION \_\_\_\_\_  
BUSINESS ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_ SUPERVISOR \_\_\_\_\_  
PHONE#: \_\_\_\_\_ FAX#: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
EMPLOYED FROM: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ TO: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ GROSS WEEKLY SALARY \_\_\_\_\_ TIPS \_\_\_\_\_

**APPLICANT 2:**

PRESENT EMPLOYER \_\_\_\_\_ POSITION \_\_\_\_\_  
BUSINESS ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_ SUPERVISOR \_\_\_\_\_  
PHONE#: \_\_\_\_\_ FAX#: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
EMPLOYED FROM: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ TO: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ GROSS WEEKLY SALARY \_\_\_\_\_ TIPS \_\_\_\_\_

APPLICANT 1 SIGNATURE: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_ DATE \_\_\_\_\_  
APPLICANT 2 SIGNATURE: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_ DATE \_\_\_\_\_

Global Background Analysis, Inc. is hereby authorized and given the right to verify by reasonable means all of the information disclosed by the applicant(s) including, but not limited to credit check, criminal history, eviction/civil records, land lord verification, and verification of employment; in this application, any additional documents in the application packet, exhibits and/or attachments. Applicant(s) certify that all the information disclosed to Global Background Analysis, Inc. is true and correct. Furthermore, applicant(s) certify it has not knowingly omitted any information from tis application, any additional documents in the application packet, exhibits and/or attachments. In addition, the applicant(s) authorizes Global Background Analysis, Inc. to provide a copy of the completed screening report to the property owner and/or landlord or its agents or an assignee.

**FAIR CREDIT REPORTING ACT, DRIVER'S PRIVACY PROTECTION ACT, and ANY APPLICABLE STATE STATUE (S) NOTICE:**

In accordance with the Fair Credit Reporting Act, this information may only be used to verify a statement(s) made by an individual in conjunction with legitimate business needs. The depth of information available varies from state to state. The report that will be generated it is in compliance with the Fair Credit Reporting Act, the Driver's Protection Act, and any applicable state statuc(s).

# WISPERWOOD VILLAGE

CONDOMINIUM ASSOCIATION, INC.

## RESIDENT PARKING DECAL

*Copy of Vehicle Registration & Proof of Insurance for Each Vehicle REQUIRED with this form*

UNIT#:

DRIVER'S NAME: \_\_\_\_\_

(Management will complete)

Decal # \_\_\_\_\_

### VEHICLE #1

- Year: \_\_\_\_\_
- Make: \_\_\_\_\_
- Model: \_\_\_\_\_
- Color: \_\_\_\_\_
- Tag#: \_\_\_\_\_

DRIVER'S NAME: \_\_\_\_\_

(Management will complete)

Decal # \_\_\_\_\_

### VEHICLE #2

- Year: \_\_\_\_\_
- Make: \_\_\_\_\_
- Model: \_\_\_\_\_
- Color: \_\_\_\_\_
- Tag#: \_\_\_\_\_

# Wisperwood Village

Condominium Association, Inc.

## PET APPLICATION FORM

Dogs must be registered with a DNA Swab by Management (swab inside mouth)

- One-time \$100 registration fee (check or money order only) for one dog \$165 for two.
- Two (2) dog maximum, thirty (30) pound limit per dog.
- Dogs must **NOT** have food or water for AT LEAST one (1) hour prior to testing.

*\*Emotional Support dogs(ESA) must have a local physician's documentation included with application*

Unit # \_\_\_\_\_ Resident Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

### Pet #1

Pet's Name \_\_\_\_\_ Age \_\_\_\_\_

Breed \_\_\_\_\_ Sex \_\_\_\_\_

Weight \_\_\_\_\_

M-D County License \_\_\_\_\_

Management will issue Pool Print Tag #

PooPrint Tag # DNO

### Pet #2

Pet's Name \_\_\_\_\_ Age \_\_\_\_\_

Breed \_\_\_\_\_ Sex \_\_\_\_\_

Weight \_\_\_\_\_

M-D County License \_\_\_\_\_

Management will issue Pool Print Tag #

PooPrint Tag # DNO

### Pet Reference

- Veterinarian \_\_\_\_\_
- Address/Phone # \_\_\_\_\_

### Renter's or Homeowner's Insurance

- Agency \_\_\_\_\_
- Address & Phone # \_\_\_\_\_

### Pet's Emergency Caretaker

- Name (relationship)-Phone # \_\_\_\_\_

I have read and understand the policies related to keeping pets in this Community, and I and members of my household promise to fully comply. Pet waste will be tested if not picked up and if the DNA results in an identity match to your dog, an automatic \$100 fine plus the cost of the testing (\$75.00) will be charged to you.

Signature of Pet Owner : \_\_\_\_\_ Date: \_\_\_\_\_

*\*HB 209 /SB 1084: Emotional Support Animals*

*This bill also allows a housing provider to request supporting information regarding the individual's disability or disability-related need for the ESA, and creates a new cause for disciplinary action against a health care practitioner's license for providing supporting documentation for an ESA to individuals who they haven't treated. Finally, the bill creates criminal liability for providing false or fraudulent documentation in support an accommodation request for an ESA. Registration fees waived for ESA pets.*

# WISPERWOOD VILLAGE

## CONDOMINIUM ASSOCIATION, INC.

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### RULES AND REGULATIONS

### Pet Rules

Wisperwood is a “pet friendly” community however; ALL rules will be strictly enforced to maintain a safe and clean environment for all residents.

#### GENERAL RULES:

- ALL pets MUST be registered with Management & submit to a DNA test (mouth swab) & wear PooPrints registration tag at all times. Security will be observing dogs for compliance.
- No more than two (2) dogs maintained in a single unit
- MUST be registered with Miami-Dade County and wear the County tag
- MUST be no more than thirty (30) pounds unless ESA animal\*
- MUST be on a leash at all times while on Condominium property
- Pet Owners MUST pick up pet waste and deposit in the Pet Stations provided
- MUST be walked along the North and East side of the property, along the walls.
  - **THESE ARE THE ONLY APPROVED PET AREAS**

#### OTHER PET RULES

- Pet waste found in the community will be tested. DNA match = \$100 fine + \$75 for the cost of testing (\$175.00 total fine).
- Guest Pets – Rules apply to your guests who bring their dogs for a visit. No extended stay allowed.
- Pet Grooming Trucks – No parking inside the community. Park on the grassy area outside the entrance.
- NO Pet Sitting Business for multiple days allowed
- No animal may create a nuisance to any other unit resident, including excessive barking, howling
- No dogs allowed unattended on the balcony
- Aggressive behavior from your dog will not be tolerated
- If your pet urinates or defecates on any staircase, elevator, walkway or hallway, it is **YOUR** responsibility to clean the area
- No fences of any type allowed on balcony

#### PETS STRICTLY PROHIBITED IN THE FOLLOWING AREA:

Landscaped areas including near building entrances, grassy areas between fence/road (94 St-92 Ave) - Tennis Courts - Pool/Jacuzzi and Deck Area - Bar-b-Que area – Gym – Clubhouse - Management Office (unless registering pet) - Laundry Rooms

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Any violation of the above rules may result in a fine and your pet being removed from the property. In compliance with Miami-Dade County Statutes and as a courtesy to neighborhood, please pick up your dog's waste outside of our property.

#### *\*HB 209 /SB 1084: Emotional Support Animals*

*This bill also allows a housing provider to request supporting information regarding the individual's disability or disability-related need for the ESA, and creates a new cause for disciplinary action against a health care practitioner's license for providing supporting documentation for an ESA to individuals who they haven't treated. Finally, the bill creates criminal liability for providing false or fraudulent documentation in support an accommodation request for an ESA. Emotional Support dogs (ESA) must have a local physician's documentation included with application. Online ESA certificates will NOT be accepted.*

# Wisperwood Village

## Condominium Association, Inc.

Managed by The Foster Company of So. Fla  
9301 SW 92 Avenue, C-116, Miami, Fl. 33176  
Ofc: 305 274-8990 Fax: 305 595-0791  
wisperwood@fostercompany.net

Dear New Prospective Resident:

This letter is to provide you notice that Section 718.11 (11) of Florida law permits Condominium Associations to make written payment demand upon any tenant of a unit that is past due on assessment payments by the owners of the unit. The law requires the tenant to pay their rent to the Association until such time as the Association notifies the tenant that the assessment account is no longer delinquent.

***Please note: Should the tenant fail to make the payments as demanded, the Association has the right to bring legal action of eviction.***

If at any time you are notified that this action applies to you, please make your checks payable to Wisperwood Village Condominium Association, Inc. and mail or deliver to The Foster Company, 9000 SW 152 Street, Suite 102, Miami, Florida 33157. Be assured that once the account is current you will be notified and you will then resume making rental payments to your landlord.

Should you have any questions or need additional information, contact the Property Manager at the on-site office 305 274-8990 or The Foster Company 305 254-7228.

Sincerely,  
**THE BOARD OF DIRECTORS  
WISPERWOOD VILLAGE CONDO ASSN, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Dated \_\_\_\_/\_\_\_\_/\_\_\_\_

Dated \_\_\_\_/\_\_\_\_/\_\_\_\_



# WISPERWOOD VILLAGE

## CONDOMINIUM ASSOCIATION, INC.

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### RULES AND REGULATIONS

*Condominium Association living requires that there be rules and regulations for the benefit and well-being of the residents in the community. These rules and regulations are set forth in the association's documents, which you have accepted and became legally bound by when you assumed the ownership and/or lease of this unit. Tenants are bound by the same rules and regulations as owners.*

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#### GENERAL RULES

- A unit may be used ONLY for Single-Family Residential purposes.
- No unit may be partitioned or sub-divided, except in accordance with the provisions of the Declaration of Condominium.
- The number of occupants a unit shall not exceed the amount permitted by applicable **Miami-Dade Zoning Regulations**. One (1) bedroom = 2 occupants Two (2) bedrooms = 4 occupants

#### BUILDING RULES

##### Exterior

- The exterior of the buildings and all areas appurtenant to the Condominium shall NOT be painted, decorated, or modified by any Unit Owner in any manner without the prior consent of the Association. Consent may be withheld on purely aesthetic grounds within the sole discretion of the Association.
- No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans, or air conditioning devices shall be used in or about the building except as shall have been approved by the Association. Consent may be withheld on purely aesthetic grounds within the sole discretion of the Association.
- Installation of drapes or curtains visible from the exterior shall be white or off-white,
- Sidewalks, catwalks, entrances, passages, fire exits, patios, stairways, and like portions of the Common elements or Limited Common Elements shall not be obstructed and shall not be used for any purpose other than ingress and egress; carts, carriages, bicycles, chairs, tables, welcome mats, or any similar objects be stored therein.
- The personal property of Unit Owners must be stored in their respective unit.
- No door mats outside your front door or balcony.
- No garbage cans, supplies or other articles shall be placed in or on the patio, balconies, walkways or staircase landings, nor shall any linens, blankets, clothing, curtains, rugs, mops or laundry of any kind or other articles be shaken or hung from any of the windows, doors, patios or balconies. No visible clotheslines or other outside facility for drying or airing clothes shall be erected; all garbage must be deposited in bags with all refuse in areas designated for such purpose. No unit shall permit anything to fall from a window or balcony or sweep or throw from the unit any dirt, water, or other substance into any of the sidewalks, patios or common elements.
- No unit owner may install or permit to be installed any window air conditioning unit in his unit or in the common elements without the Board's prior written consent.
- No unit owner shall attach any film or sun-reflective device or matter to the glass windows and glass doors except with Board's prior approval.
- No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association.
- Unit owner shall not throw cigars, cigarettes, or any other objects from windows or doors. No sweeping or other substances shall be permitted to escape to the exterior of the building from the window or door.

## Interior

- Any and all alterations, remodeling or modifications to the interior of the unit must have prior written approval from the Board, and, if required proper permits must be obtained.
- Any and all work involving hammering or pounding noise must be done solely between the hours of 8AM and 6PM, Monday thru Friday and Saturday between the hours of 11AM until 6PM
- **DO NOT DISCONNECT YOUR HARD-WIRED FIRE ALARM NEAR YOUR FRONT DOOR.**  
Disconnection of the hard-wired fire alarm will need to be reconnected by the association's authorized contractor and the cost for reconnection will be your responsibility. Annual inspection required.

## GUESTS

- All guests are the responsibility of the resident. Rule infractions by guests may result in a fine to the resident.
- Children of guest(s) shall at all times be supervised by their parents or the unit owner when they are visiting. They are NOT permitted to loiter in stairways or sidewalks.
- No skateboard or bicycle riding shall be permitted in the Common Elements or on the Condominium Property
- Resident must provide Guest Pass hangtags to their visitors. Lost Guest Pass replacement is \$25 for two passes. Vehicles without Guest Pass will be subject to automatic towing at the expense of the owner.
- No parking in the Loading Zone areas overnight.
- Guests may NOT park in a "Reserved" space.
- Resident must obtain a "30 Day Extended" pass for guests staying more than two (2) nights. Go to office during regular business hours to obtain pass with vehicle information. Pass MUST be returned prior to the 30<sup>th</sup> day or fine of \$100 per day will be assessed.

## PARKING

*Security Guards monitor all parking activities and are authorized to tow unidentified vehicles. (No resident decal, Guest Pass or Extended Parking Pass will result in immediate towing) Please be advised we DO NOT want to tow your vehicle, however, parking is a major concern and burden for Residents.. The Board of Directors and Management are determined to resolve these issues in a respectful, yet firm manner. The Cost for Towed vehicles is the responsibility of the owner.*

## General Rules

- No motor vehicle which cannot operate on its own power shall remain on the Condominium property for more than forty-eight (48) hours.
- No vehicles (including Commercial vehicles as specifically set forth in paragraph 17 below) shall be repaired on the Condominium Property.
- No trucks, trailers, mobile homes, vans, campers, buses, motorcycles or boats or similar vehicles shall be parked on the Condominium property.
- All vehicles must have a current license plate tag or will receive a 72 hr. violation sticker. Proof of new registration tag MUST be provided to Management or vehicle will be towed after original 72 hr. warning.
- No boats, rafts, canoes, or other similar craft shall be allowed on the Condominium Property.
- No car cleaning allowed on condominium property or use of community water or electrical power. Car cleaning may be done by a professional company on the grassy area outside the property using their own equipment.
- No skateboard or bicycle riding shall be permitted in the Common Elements or on the Condominium Property

## Reserved Spaces

ONLY vehicles with the current year Resident decal can park in a "Reserved Parking" space. If a unit has more than one registered vehicle, the additional vehicle is allowed to park in a Guest Parking space.

## Guest Spaces

ANY guest who DOES NOT display the authorized Guest Parking pass will be subject to towing at the owner's expense. ***Guest Parking passes may not be used more than three (3) days in a row. Guests are NOT allowed to park in a Reserved space.***

Initial \_\_\_\_\_

Second Resident Initial \_\_\_\_\_

May 2023

### **Extended Parking/Passes**

- Extended Parking is determined by any guest parking for more than three (3) days in one week in a Guest Space
- The resident who they are visiting must register their guest's vehicle at the Management office and receive an **"Extended Parking Pass"**
- Extended Parking Passes must be returned within 30 days to avoid a \$100 per day fine beginning on day 31<sup>st</sup> day.

### **Loading Zones/10 Minute Parking Spaces**

- **10 Minute Parking Spaces in loading zones** are permitted for residents or guests with proper identification after 10PM ONLY, ***if no other guest space is available on the property.***
- The vehicle must be removed from these spaces by 9AM the following day.
- ***NO parking in the space marked "POSTAL SERVICE" in front of the mailboxes is allowed*** (except 5 minutes to pick up mail).

### **Commercial Vehicles**

- Vans and commercial vehicles must be off the property by 6.00PM - Monday thru Saturday.
- No commercial vehicles are permitted on the property on Sunday.

### **Motorcycles**

- *Motorcycles and scooters are NEVER permitted on the property at any time.*

### **EMPLOYEES OF ASSOCIATION**

- Employees of the Association (maintenance, janitorial, and Property Manager) may not be sent by unit owners for personal errands. The Board and Property Manager are solely responsible for supervising Association employees.

### **BALCONIES**

- All balconies and decks shall be kept in an orderly, clean and sanitary fashion at all times. Consistent with the foregoing, the placement of any chairs, benches and table on same shall be of such a number, nature and type as are customarily used for leisure purposes and in all cases subject to the Board's prior written approval. No other goods, materials, awnings, fixtures, paraphernalia, wind chimes or the like are to affixed, placed or stored on said decks or balconies except with the Board's prior approval. Unit owner may display one (1) portable, removable official flag not larger than 4 ½' by 6', that represents the United States.
- No trash, rubbish, garbage or debris shall be kept or placed in any patio or deck area.
- No antenna or satellite dish maybe erected or installed by a unit owner on the roof or exterior walls of the building. Proper installation of dish will be provided by Management Office. If erected or installed improperly, it may be removed, without notice by the Board at the cost of the unit owner installing same.
- No flammable, combustible, or explosive fluids, chemicals or substances shall be kept in any unit; balcony or patio, except as may be required for normal household.
- Plants, pots, receptacles and other movable objects must be kept, placed and maintained. No objects shall be hung from windowsills.
- No drilling of floors, patios, exterior walls or ceiling is allowed for attachment of hanging of any materials, including without limitation planters and hammocks without the Board's prior written approval.

### **COMFORT TO OTHER UNITS**

- No unit shall make or permit any disruptive noises or noxious fumes in the buildings or permit any conduct of any person that will interfere with the rights, comfort or conveniences of other residents.
- No unit owner shall play or permit to be played any musical instrument, or operate or permit to be operated a television, radio or sound amplifier in his unit, porch or balcony or patio in such a manner as to disturb or annoy other residents.

Initial \_\_\_\_\_

Second Resident Initial \_\_\_\_\_

May 2023

- Radios, televisions and other instruments which may create noise should be turned down to a minimum volume between the hours of 10:30PM and 8:00AM. All other unnecessary noises, such as bidding good night to departing guests and slamming car doors between these hours should be avoided.
- Cooking shall be allowed only in the kitchen of each unit and within those common elements of the condominium designated by the Board for such use, No cooking shall be permitted on any balcony unit or walkway.
- No unit owner shall permit any condition to exist which shall induce, breed or harbor plant diseases or noxious insects.
- No commercial or business purchase shall be conducted or solicited in any unit.

### **SIGNS**

- No sign, advertisement, notice or other lettering, shall be exhibited, displayed, inscribed, printed or affixed in, on or upon any part of a unit which may be seen from the Common elements.
- No "For Sale" or "For Rent" signs on vehicles or unit windows.

### **HURRICANE SHUTTERS/IMPACT GLASS WINDOWS** (Architectural Approval Required)

- A unit owner who plans to be absent during the hurricane season must prepare his/her unit prior to his departure.
- Remove all furniture, plants and other objects from the balcony
- Designate a responsible firm or individual, subject to Association approval, to care for his/her unit should any damage occur as a result of the hurricane.
- Impact Glass Windows and/or Shutters must have Architectural Approval prior to installation.

### **PETS**

- Maximum dog weight limit is 30 lbs. Two dog maximum
- All dogs **must** be registered with the Management Office. A DNA sample will be taken (Mouth Swab) at a cost of \$100 for each dog. Management Office will perform swab.
- Dogs must wear PooPrints dog tag and have a **Miami-Dade County** license tag.
- Dogs that are NOT approved at the original time of tenant lease **MUST** get written approval from Owner/Landlord to Management.
- No pet or animal shall be maintained or harbored within a unit that would create a nuisance to other owners. No animal or bird shall be allowed to make an unreasonable amount of noise that would constitute a nuisance.
- No more than two (2) domesticated pets may be maintained in a unit provided such pets are:
  - permitted to be so kept by applicable laws and regulations
  - with a weight restriction of thirty (30) lbs.
  - Neither the Board nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing and any occupant of a unit committing such a violation shall fully indemnify and hold harmless the Board of Directors, any unit owner and the Association in such regard.
- Dogs must be leashed at all times
- Approved walk areas: North and East wall of community. Pet stations are provided for dog waste. Dog waste found anywhere on the property will be sent to lab for DNA match. Matched DNA will result in a \$175 fine
- Visiting dogs residents must adhere to the same walking and waste disposal rules
- Pet Grooming Trucks are not allowed to park inside the community. They may park on the grassy areas outside entrances
- No "pet sitting" business allowed
- No dogs allowed on balconies without owners present
- No fencing allowed around balcony rails
- Dog accidents anywhere on the property, hallways, elevators, stairs, etc. must be cleaned fully by the owner

- No Pets allowed in the following areas:
  - Any grassy areas other than the approved areas
  - tennis courts, pool and/or spa areas, bar-b-que area
  - clubhouse
  - fitness rooms
  - laundry rooms
  - management office (unless registering the pet)

**Emotional Support & Therapy Animals are allowed with proper legal documentation per Florida law**

We strongly condemn anyone lying about the status of their pet for special treatment to bypass the rules and may result in the removal of the animal from the community.

**AMENITIES – Pool, Jacuzzi, Tennis, Fitness Rooms, Bar-B-Que, Clubhouse**

For your safety & enjoyment, the Property Manager, Facilities Manager, Any Board Member, or Security Guard on duty has the duty and responsibility to request removal of radios, inspect containers or coolers for glass or other breakable items of any kind, and to monitor any rule violation. Refusal of an inspection or non-compliance to the rules will automatically result in removal of such items and constitute a violation to the unit owner with the possibility of a fine.

**GENERAL RULES**

- NO amplified music by pool, gym, or Bar-B-Que areas. Headsets/earphones Allowed
- NO disruptive noises permitted especially in the evening hours after 10:30PM
- NO animals are not permitted in these areas. **NO EXCEPTIONS**

**POOL/JACUZZI SPA – BBQ & TENNIS HOURS 9AM-9PM 7 DAYS A WEEK**

- No parties greater than sxi (6) persons/unit allowed or 4-adults + 2 children 5 yrs or under
- Orange Wristband Pool Pass **REQUIRED** for entry to Pool/BBQ/Clubhouse/Gym/Cardio/Tennis & must be shown to Security Guard if requested
- NO GLASS or breakable containers allowed at ANYTIME (Including bottles, cups, or containers)
- NO food or beverages permitted inside the pool or on the wet deck area. Keep on tables or next to lounge chairs.
- CHILDREN (under 12 yrs old) cannot use pool or hot tub without adult supervision. Children in diapers must wear waterproof/leak proof diapers. **NO EXCEPTIONS**
- NO Inflatables balls, large floats, or toys of any kind inside the pool or hot tub. Child float devices & Styrofoam noodles are permitted.
- **NO LIFEGUARD ON DUTY** – Swim at your own risk
- NO RUNNING, DIVING or ROUGH PLAY

**BAR-B-QUE GRILLS**

- **NO OUTSIDE GRILLS OF ANY KIND IN BALCONY/PATIO OR OTHER COMMON AREAS**
- Use B-B-Q grill at your own risk.
- Resident must supply their own charcoal
- **NO GLASS OF ANY KIND - BOTTLES, DRINKING GLASSES, FOOD CONTAINERS, ETC.**
- Clean tables and use trash cans for garbage – Grate cleaning will be done by Maintenance person, but you are required to clean surrounding area

**TENNIS COURTS**

- **Resident MUST accompany all Tennis Players**
- Proper tennis attire required
- No children allowed to play on courts unless playing tennis
- No skateboards, bicycles or other toys on courts
- Place all trash (water bottles, empty ball containers) in garbage bins provided

**FITNESS ROOMS - Open 24/7 – MAXIMUM CAPACITY = 4 AT ONE TIME**

**(Key fob required) DO NOT open the door for persons without their FOB**

- All guests **MUST** be accompanied by a resident, with a maximum limit of two (2) guests
- Persons under 18 years of age are not permitted to use fitness equipment
- NO SMOKING, FOOD, OR DRINKS – WATER ONLY

Initial \_\_\_\_\_

Second Resident Initial \_\_\_\_\_

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- Proper workout attire and workout towel are required. No wet bathing suits, bare feet or flip flops
- **NO amplified music.** Gym users must use headsets or ear buds
- Commercial Use (Private Trainers) NOT permitted
- 30 Minute limit for Cardio equipment (if others are waiting)
- Disinfectant chemical and paper towels available to wipe down all equipment and machines - DO NOT spray disinfectant on machines with electronic boards
- RETURN all weights to their proper racks and DO NOT drop weights on mats
- **NO PETS** allowed in either room
- DO NOT lean on mirrors
- Report any equipment that is damaged or not working properly to Management Office

### **MOVE IN/MOVE OUT**

- No unit resident may schedule the moving of furniture or furnishings into or out of their unit unless the move has been scheduled with MANAGEMENT to insure availability of parking and access and to have elevators padded.
- Obtain Move In/Out pass from management office PRIOR to move in/out date
- Pass must be displayed on the dashboard of the moving van/truck/vehicle.
- **HOURS: Monday-Saturday - 8:30AM until 6:00PM NO MOVING ON SUNDAY – NO EXCEPTIONS**
- All Residents will be liable for any and all damages to the common elements caused by receiving deliveries, moving or removing furniture or other articles to and from their individual unit.
- Tenants Only: Damages will be deducted from Security Deposit upon leaving the community

### **VIOLATION TO RULES**

- Unit owners and tenants who violate these rules shall be responsible for all costs incurred by the Association, including court costs and reasonable attorney's fee, in process of rectifying the non-compliance. These costs shall also include the removal of all articles, vehicles and substances from the Condominium property which were placed therein in violation of those rules.

*No fine, cost, charge or attorneys fee shall be incurred by any unit owner without the accused owner having been afforded the rights and benefits set forth. The Association shall provide reasonable notice and an opportunity for hearing before levying a fine against the owner of the unit or its occupant for failure to abide by any rules of the declaration, the Association, By-Laws, or rules of the Association. The hearing must be held before a committee of other unit owners. If the committee does not agree with the fine, the fine may not be levied. The person in violation shall be afforded an opportunity for hearing after reasonable notice of not less than 14 days and said notice shall include: A statement of the date, time and place of hearing, a statement of the provisions of the declaration, Association By-laws and/or Association rules which have allegedly been violated; and a short and plain statement of the matters asserted by the association*

*No fine will become a lien against the unit. No fine may exceed \$100 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided to such fine shall in the aggregate exceed \$1,000. No fine may be levied except after giving reasonable notice and opportunity for a hearing before the Grievance Committee to the offender. If the Committee does not agree with the fine, the fine may waived. The provision of this subsection does not apply to unoccupied units.*

**I have read, fully understand, and will abide by these rules and regulations for Wisperwood Village Condominium Association, Inc.**

Unit # \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Initial \_\_\_\_\_

Second Resident Initial \_\_\_\_\_

May 2023