

559 W Twincourt Trail 603 Saint Augustine, FI 32095 igolfrealty.com 904-940-9990

Renter Registration

RENTER NAME(S):		
ADDRESS: CITY, STATE, ZIP:		
TEL:	ALT PHONE:	
Names and ages of each child under the age of 18 occu	pying the rental property:	
EMERGENCY CONTACT:		
Attachments:		
Government issued ID for all adults renting the	property	
Signed Resort Rental Agreement		
Initial deposit has been submitted		
Choose one:		
I/We have no animals, or		
An Animal Registration form will be submitted f property, along with photos & vaccine records for each	-	
Space below for Office Use Only:		

Z:\Company Docs\Properties ST\Rental and Managements Agreements\Resort Rental Agreement and Registration Form



559 W. Twincourt Trail #603 Saint. Augustine, FL 32095 (904) 940-9990 Tel (904) 940-9989 Fax <u>Info@igolfrealty.com</u> www.igolfrealty.com

Resort Rental Agreement

- TERM OF AGREEMENT: The following agreement sets forth the terms and conditions of occupancy between the RENTER and Golden Realty & Property Management, Inc dba International Golf Realty, hereinafter referred to as "AGENT". RENTER'S signature on this agreement or payment of money or taking possession of the property after receipt of the agreement is evidence of RENTER'S acceptance of the agreement and of intent to use the property for a transient, short-term dwelling use. This agreement shall become binding after signed by all parties.
- 2. RENT: RENTER agrees to pay the amounts stated in the reservation confirmation, plus any applicable sales tax on the due date, in advance, without demand at INTERNATIONAL GOLF REALTY, 559 W. Twincourt Trail, Unit 603, Saint Augustine, FL 32095. (Phone Number 904-940-9990 / After-hours Emergencies call 904-466-1180). Rent must be received by AGENT on or before the due date. A late fee of 10% plus \$5.00 per day thereafter shall be due as additional rent if RENTER fails to make rent payments on time. Applicable sales tax will be charged for all rentals 6 months or less and is subject to change without advance notice. Taxes may be adjusted to reflect current tax rates in effect during the term of this agreement. For stays of one month or longer, an additional monthly utility fee may be assessed to renter if noted on the reservation confirmation.
- 3. **PAYMENTS and DEPOSITS:** For stays shorter than 1 month, an initial holding deposit equal to 20% of the total rent is due at the time of booking. Final payment is due 30 days prior to arrival, including rent plus all fees and charges, including departure cleaning, pet fees, taxes and damage waiver and/or security deposit. For stays of one month or longer, a holding deposit equal to 20% of one full month rent is required at the time of booking. Additional amounts due 30 days prior to arrival, including first full month rent, departure cleaning, pet fee, utility fees, taxes and any other applicable fees such as damage waiver and/or deposit.

For all reservations, check, cashier's check, money order, or credit card is an acceptable form of payment. Reservations during peak or holiday times may require an increased deposit. Reservations will not be guaranteed and is subject to cancellation if deposit is not received within 5 days of booking. Failure to pay total amount due by due date may result in cancellation of the reservation at the sole discretion of the Agent. Cash is not accepted. **Payments can be made by mailing a check to our office, or pay by e-check, credit/debit card, online at www.igolfrealty.com.** A reservation fee equal to 1% of the total cost will be applied to every reservation. If RENTER'S check is dishonored, there will be a \$50.00 minimum charge assessed. RENTER agrees to pay all rent, tax, deposits and other charges as outlined on the reservation confirmation and this Agreement.

- 4. **CANCELLATIONS:** All cancellations must be received by AGENT in writing prior to occupancy. All deposits are fully refundable if cancellation is received within five days of making the reservation. Cancellations received 31 or more days prior to arrival will be assessed a penalty of \$150. Cancellations received between 15-30 days prior to arrival will be assessed a penalty of 25% of the reservation, not to exceed 25% of one month's rent. Cancellations received 14 or fewer days prior to arrival will be assessed a penalty of 50% of the reservation, not to exceed one month's rent. Once occupancy begins, this Agreement can be terminated with 30 days written notice. RENTER acknowledges and agrees that AGENT may remove or cause to be removed from the rental premises any RENTER or RENTERS Guest if Renter fails to make payment of rent at the agreed-upon rental rate and fees at the agreed-upon times, or anyone who fails to check-out at the agreed upon time unless an extension of time is expressly agreed to by AGENT. Any notice to vacate may be given orally or in writing by AGENT to RENTER, and if in writing shall be as follows: "You are hereby notified that this establishment no longer desires to entertain you as its RENTER, and you are requested to leave at once. To remain after receipt of this notice is a misdemeanor under the laws of this State." Due to a natural disaster, such as a named hurricane, if a mandatory evacuation order is issued for the rented property, RENTER will only be refunded for the number of days equal to the evacuation order.
- 5. NON-DISCRIMINATION: Admission to and removal from the rental premises is not and shall not be based upon race, color, religion, gender, gender expression, age, national origin, disability, sexual orientation, or military status.
- 6. CHECK-IN/OUT: Check-in time is 3:00 pm. Check-out time is 10:00 am and strictly enforced. At the expiration of this Agreement, plus any extensions, RENTER shall peacefully surrender the premises and surrender all keys

and property by **10:00 am** on the check-out date stated on the reservation. Late check-out must be approved in advance and is not guaranteed. Late check-outs will be assessed a fee if not approved by AGENT in writing. If check-out has not occurred by 10 am, and written permission was not granted by AGENT, an amount up to the full daily rate for the rental may be charged to the credit card on file or deducted from the RENTERS deposit for each additional day. RENTERS are required to bag and remove all trash prior to vacancy, turn off all lights, set thermostat to 75 F (May-October) and 68 F (November – April), and secure property. For condos at The Residences: Renters are asked to leave all keys, remotes and access cards on the counter, then secure property by locking all doors using the key from the lockbox and the code provided on the reservation confirmation. For condos at Laterra: Renters are asked to leave all keys and access cards in the mailbox using the code from the reservation confirmation.

- 7. ANIMALS Pets, Service Animals and Support Animals: RENTER will NOT be allowed to bring any animals onto the premises without prior written consent from AGENT, submission of the completed Animal Registration form, animal photos, current vaccination records, and payment of all fees. These items must be submitted to AGENT no less than 10-business days prior to occupancy. If approved, RENTER must pay a nonrefundable fee, in advance for each animal, except for service animals. RENTER will be responsible for any damage caused by animal(s) whether or not approved. If RENTER is found to have an unauthorized animal on the premises at any time during their stay, rental agreement shall be subject to termination and a mandatory additional fee of \$500, which will be charged to the credit card on file or deducted from the RENTER'S deposit. RENTERS agree to read and abide by all community rules and restrictions. Service animals and support animals must be disclosed at the time the reservation is made and additional supporting documentation acceptable to the AGENT and HOA must be received by AGENT at least 10 business days prior to occupancy.
- 8. **SMOKING & ILLEGAL ACTIVITIES:** Smoking is strictly forbidden inside the premises by RENTER or invitees. Smoking inside the premises shall be considered a material default under this Agreement and subject to immediately cancellation of this Agreement by AGENT. If any damage is done as a result of smoking, RENTER will be responsible for all costs to remove smoke related odors, including additional fees for cleaning and deodorizing and/or loss of rent. RENTER acknowledges and agrees that AGENT may remove or cause to be removed from the rental premises any RENTER or Guest who, while at the rental premises, illegally possesses or deals in controlled substances, violates any of the terms of this Rental Agreement, is intoxicated, profane, lewd or brawling, who indulges in any language or conduct which disturbs the peace and comfort of the neighbors, or which constitutes a nuisance, or which injures the reputation, dignity or standing of the rental premises or AGENT.
- 9. PARKING: Parking in restricted spaces including spaces designated for other units is strictly forbidden and will be cause for towing of your vehicle without notice. Boats, trailers, RVs and commercial vehicles are not allowed overnight. All vehicles must have a current registration. Vehicles parked overnight are not allowed to have signage. For <u>RENTERS staying at Laterra</u>, parking is unassigned. For <u>RENTERS staying at The Residences</u>, Isles of the World and all Single-Family Homes: RENTERS may only park in spots that directly correspond with the property they are renting (including the assigned driveway or carport) or in GUEST PARKING spots that are available throughout the community.
- 10. **RENTERS PERSONAL PROPERTY:** AGENT is not responsible for loss or damage to RENTER'S personal property, including vehicles and property left in vehicles. Personal items left in the unit will be returned, if possible, at RENTER'S expense.
- 11. **UTILITIES:** Unless otherwise stated in the reservation confirmation, the following utilities are typically included in short term rentals less than 30 days: Electric/Gas, Water, Cable TV, Internet, and Trash. For rentals extending one month or longer, RENTER may be assessed a separate monthly utility fee plus tax, which will be added to the rent, only if stated on the reservation confirmation. RENTERS are responsible for all pest control for stays 30 days or longer. RENTERS are not permitted to order movies, games or other Cable or Internet services, or use the telephone to make calls outside the U.S. or incur any additional charges for OWNER.
- 12. **REPAIRS & DAMAGES:** All repairs and maintenance issues that pose a threat to persons or property should be reported to AGENT immediately at (904) 940-9990, or <u>Service@igolfrealty.com</u>. All non-emergency repairs will be performed Mon Fri between 8am 5pm. After hours emergencies should be reported immediately to (904) 466-1180. No rent adjustments will be made, or money refunded, due to RENTERS' inconvenience or equipment malfunction of any kind. RENTERS may be charged for any repairs caused by RENTER'S misuse or negligence, including damage to linens due to excess soiling. RENTER agrees that Owner and Owner's AGENT shall not be liable for any loss of or damage to any personal property in or on the rental premises or stored in rooms or places provided to RENTER in connection therewith, nor shall Owner or Owner's AGENTS or employees be liable to RENTER, RENTER'S family or guests for failure to repair or maintain any part of the rental premises or property contained therein absent gross negligence. RENTER further agrees that neither Owner, nor Owner's AGENTS or employees shall be liable for any damage to the personal property of the RENTER, RENTER'S family, invitees, or agents arising from theft, vandalism, fire, water, rain, acts of God or government, interruption of utilities, acts of others or other third party or external causes whatsoever.

- 13. **GARBAGE/RECYCLING:** RENTER agrees to regularly place all trash in plastic trash bags, tied securely, and dispose of in garbage receptacles. All trash must be removed from inside property and properly disposed of prior to vacancy. RENTERS staying one week or longer in units with attached garages are responsible for placing trash and recycle bins at the curb according to the pickup days and returning them the next day after pick-up. RECYCLING should be placed in recycle receptacles.
- 14. **KEY POLICY:** AGENT will provide RENTER with a minimum of two keys to the rental unit. Additional keys will be provided to RENTER upon request. RENTER is responsible for all keys, access cards and fobs during their stay. Any lost or missing items not returned by 10:00 am on the date of check-out will result in RENTER being charged a minimum fee of \$75 for each item, a higher charge will be assessed if the property needs to be rekeyed, subject to the sole discretion of the AGENT.
- 15. **AFTER HOURS LOCK-OUTS:** AGENT office hours are 9am 5pm Monday through Friday, excluding holidays. All after hours lockouts requiring AGENT to let RENTER into property will result in a minimum \$75.00 charge to RENTER.
- 16. **PROPERTY AVAILABILITY:** Sometimes, due to unexpected circumstances, the original assigned property may not be available. AGENT reserves the right to assign RENTER to a comparable property, if one is available.
- 17. **USE OF PREMISES:** RENTER shall maintain the premises in a clean and sanitary condition and not disturb the peaceful enjoyment of the surrounding premises. RENTERS agree not to rearrange furnishings. Any costs associated with moving furnishings or reestablishing cable service, due to RENTERS rearranging or removal of such, will be billed to RENTER'S credit card or charged against RENTER'S deposit. Agent reserves the right to limit occupancy of rental unit(s) to no more than two (2) individuals per bedroom, or no more than two (2) individuals per studio or efficiency unit.
- 18. **DAMAGE WAIVER:** In lieu of paying a security deposit, RENTERS with stays less than 30 days may purchase a Damage Waiver plan designed to cover unintentional damages to the interior of the rental unit that might occur during the term of short-term occupancy provided the damage is disclosed to AGENT prior to check-out. If purchased, the plan will pay a maximum benefit of \$2,500. Any damages that exceed \$2,500 or are not covered under the plan will be charged to the credit card on file, or the security deposit. If, during the term of occupancy, a covered person causes any damage to the real or personal property of the unit as a result of inadvertent acts or omissions, the damage waiver plan will cover the cost of repair or replacement of such property up to a maximum benefit of \$2,500. Please contact AGENT if you do not wish to participate in this assignment. If you do not wish to purchase the Damage Waiver plan, an increased damage deposit may be required prior to check-in. Guest are responsible for any damages to the common areas including the clubhouse, pool, fitness center, etc. which are not covered by the Damage Waiver Plan.
- 19. **RESERVATION CONFIRMATION:** Reservation is not confirmed until this Agreement is signed by all parties, approved by the Homeowners Association and required documentation and payments are received by AGENT. Reservations are subject to cancellation unless AGENT receives signed agreement, all documentation and payment as outlined.
- 20. **EXTENSION OF RESERVATION:** Departure cleaning fees and security deposits are assessed according to the length of the stay. An increased deposit or cleaning fee may be required to extend a reservation. Extensions will not be guaranteed without proper payment of the additional amounts due.
- 21. UNIT SUPPLIES: Furnished properties are equipped with all linens, kitchenware and a starter set of supplies, such as toilet paper, paper towels and soap. Additional consumable products may need to be purchased by RENTERS. RENTERS staying one month or longer are responsible for changing light bulbs during their stay, at RENTERS expense.
- 22. **LIABILITY:** RENTER agrees to hold property owner, AGENT and Homeowners' Association harmless from all liabilities and all costs of defense, including attorney fees, arising out of RENTERS use and possession of rented property, and all claims, damages and liabilities incurred by invitees, family or friends of RENTER.
- 23. **ATTORNEY'S FEES:** If OWNER, AGENT or Homeowners Association employs an attorney due to RENTER'S violation of the terms and conditions of this Agreement, RENTER shall be responsible for all costs and reasonable attorney's fees as incurred by the property owner or AGENT, whether or not a suit is filed. AGENT and RENTER waive the right to demand a jury trial concerning litigation between the AGENT and RENTER.
- 24. **INDEMNIFICATION:** RENTER agrees to reimburse AGENT upon demand in the amount of loss, property damage, or cost of repairs or services caused by RENTER'S negligence or improper use by RENTERS, family, or invited guests. RENTER will at all times indemnify and hold harmless AGENT, OWNER and/or HOMEOWNERS from all losses, damages, liabilities, and expenses which can be claimed against AGENT or OWNER for any injuries or damages to the person or property of any persons caused by the acts, omissions, neglect or fault of RENTER, his/her family, or RENTERS, or arising from RENTER'S failure to comply with any applicable laws, statutes, rules, ordinances or regulations.

- 25. **DISPUTES AND LITIGATION:** In the event of a dispute concerning the tenancy created by this agreement, RENTER agrees that if the premises are being managed by an AGENT for the record owner, RENTER agrees to hold AGENT, its heirs, employees, and assigns harmless and shall look solely to the record owner of the premises in the event of a legal dispute.
- 26. **INTEGRATION:** This Rental Agreement, along with exhibits or attachments, including; renter registration form, animal registration form(s), if any, sets forth the entire agreement between RENTER and AGENT for OWNER concerning the premises, and there are no covenants, promises, agreements conditions, or understandings, oral or written, between the parties other that those herein set forth. If any provision of this agreement is illegal, invalid or unenforceable, that provision shall be void, but all other terms and conditions of the Agreement shall be in effect.
- 27. **MODIFICATION:** No subsequent alteration, amendment, change, or addition to this agreement shall be binding upon the AGENT unless such agreement is in writing and accepted by the parties.
- 28. **REQUIRED STATE OF FLORIDA DISCLOSURES FOR RENTERS:** (A) RENTER is given notice that AGENT is the AGENT of the Owner of the rental unit. (B) Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health department. (C) As a RENTER of property, RENTER certifies that they were provided with a copy of the foregoing notifications at the time of, or prior to, the execution of the rental agreement. (D) AGENTS and RENTERS signatures signify this agreement to be bound by the terms and conditions set forth in this Agreement. RENTERS agreement to the foregoing rules and regulations is a material part and condition of the subject Rental Agreement under Florida Statutes Section 509.
- 29. **VIOLATION WARNING**: Violations of any of the vacation rental regulations constitutes a violation of Florida Statue 509 punishable as a second-degree misdemeanor if less than \$300 and a third-degree felony if more than \$300. It is also grounds for immediate termination of the rental agreement and cause for immediate removal from the premises and criminal penalties under Florida Statutes Section 509.151 ("Defrauding an Innkeeper"), Section 509.141 ("Ejection of Undesirable RENTERS"), Section 509.142 ("Conduct on Premises") or Section 509.143 ("Disorderly Conduct on Premises, Arrest").
- 30. **CREDIT CARD REQUIREMENT:** RENTER is required to provide a valid credit card prior to occupancy to protect against damage to the rental property or for RENTERS unpaid charges. Credit card information is kept on file in the case that RENTER fails to pay rent, or for damage beyond normal wear and tear, or in the event contents are missing from rental unit while RENTERS are renting a property managed by AGENT. It is understood this credit card will be charged for damage in the event RENTER causes damage to unit, the common elements or Owner's belongings items are missing from the unit (including keys. remotes, etc.) after RENTERS vacate, or in the event RENTER fails to pay rent or fees as agreed. RENTER will be notified of any amounts charged to RENTERS credit card.
- 31. **RESPONSIBILITIES:** The responsibility of AGENT and/or its employees or agents is limited. AGENT acts as an agent and property manager for its clients. AGENT assumes no liability for injury, damage, loss, accident, delay, or irregularity which may be caused by acts of God, war, terrorism, fire, breakdown in machinery, appliances, utilities services, riots, strikes or from any causes beyond the control of AGENT including noise. AGENT is not liable or responsible in any way whatsoever for any act, error, or omission, or for inconvenience, loss, damage, injury, or death arising out of lodging arrangements. The acceptance of this Agreement is deemed to be consent to the above. No rent or utility adjustment will be made for RENTERS inconvenience.
- 32. **ASSOCIATION DOCUMENTS RULES and REGULATIONS**: RENTER(S) agree they have received a copy of the associations governing documents, rules and regulations and agree to abide by the same. RENTERS agree to submit a valid government identity at the time the reservation is made for each adult renter, along with the names and ages of each occupant under 18.

By signing below RENTER(S) and AGENT agree to the terms and conditions set forth in this Agreement.

RENTER'S ACCEPTANCE

INTERNATIONAL	GOLF	REALTY

AGENT ACCEPTANCE: _

DATE: _____

Animal Registration Form



RENIERS NAME:		
Animals Name:	als Name: Type (Dog, Cat, etc):	
Current Weight:lbs.	Anticipated Weight at full maturity lbs. AGE:	
Breed:	Color/Markings:	
Male Female	Spayed/Neutered: Yes No	
Is your animal housebroken? Yes	_ No Is your dog crated when left alone? Yes No N/A	
Has this animal ever bitten anyone of	r displayed aggressive behavior? Yes No If yes, please explain:	
Is your Dog a service animal because trained to perform, and for whom?	of a disability? Yes No If Yes, what work or task has the dog been Attach a separate sheet, if necessary.	

Is the animal a support animal? Yes ____ No ____ If Yes, who does the animal belong to: ______ If yes, please provide a current letter on letterhead from a professional stating the need for a support animal.

Policy & Regulations:

- A maximum of 2 pets per rental property may be allowed, with advance approval by Owner/Agent/Association
- All droppings must be picked up immediately and properly disposed of.
- Aggressive breeds may not be allowed as pets, including, but not limited to: Pit Bulls, Rottweilers, Doberman Pinchers, German Shepherds, Chows or other animals which may be determined to be dangerous.
- Pets are required to be leashed at all times while in common areas and are not allowed to be left unsupervised on the balcony or patio. Pets are not allowed in the pool area or inside the clubhouse.
- Excessive noise disturbances are not allowed, including excessive barking, howling, squawking birds, etc.
- A mandatory pet fee is required for all pets to be paid in advance.
- RENTERS are responsible for any and all injury to persons or property, and any and all damage, which includes, but is not limited to, damage to linens, flooring, woodwork, furniture, etc. RENTERS are encouraged to bring their own linens if animals are expected to sleep in the bed. Ask agent for bedding sizes.
- RENTERS acknowledge that keeping any animals or pets on the premises is a privilege which may be revoked if there is incessant barking, displays of aggressive behavior, or if RENTER fails to abide by the rules.
- No refund will be given if RENTER vacates early due to pet or animal privileges being revoked.
- Service Animals must be under the control of the handler at all times and aren't allowed to be left unattended.
- If an animal is out of control and the handler/owner does not take effective action to control it, the animal may be removed from the premises and permission to keep them on the property may be revoked.

RENTER agrees to abide by the rules stated above, and the community rules, and to **submit photo and vaccine** records for all animals at least 10-business days in advance to <u>info@igolfrealty.com</u>

RENTER ACCEPTANCE

_____ Date: _____

Date:



Community Specific Animal Rules

Residences I – Includes Bldgs 1, 2, 3, 5, 12 and 13

No household Pets shall be permitted by Unit owners on the Condominium Property, except as approved by the Board of Directors in writing, which approval is subject to the Board's sole and absolute discretion. All permitted pets must be contained in the Owner's Condominium Unit and shall not be permitted to roam free. Further, all permitted pets must be leashed at all times when not located in the Condominium Unit and may be walked only in designated areas. No goats, chickens, pigeons or any other obnoxious animals, fowl or reptiles shall be kept or permitted to be kept. Commercial activities involving pets shall not be allowed.

Residences II – Includes Bldgs 4, 7, 11 and 14

No household pets in excess of fifty (50) pounds shall be permitted by Unit Owners on the Condominium Property, except as approved by the Board of Directors in writing, which approval is subject to the Board's sole and absolute discretion. All permitted pets must be contained in the Owner's Condominium Unit and shall not be permitted to roam free. Further, all permitted pets must be leashed at all times when not located in the Condominium Unit and may be walked only in designated areas. No goats, chickens, pigeons or any other obnoxious animals, fowl, reptiles or other exotic pets shall be kept or permitted to be kept. Commercial activities involving pets shall not be allowed. (Pet) Owners shall promptly remove and dispose of all waste of the permitted pets.

Laterra Condominium Association, Inc - Includes 945, 955 and 965 Registry Blvd.

No Owner or Occupant may keep any pets other than domesticated household pets on any portion of the Condominium. No Owner or occupant may keep more than two household pets per Unit. No weight limit on *dogs.* No owner or occupant may keep, breed or maintain any pet for any commercial purpose. Pets may not be left unattended outdoors. No pets may be left on a balcony or patio unsupervised. (Pet) Owners must clean any feces left by their dogs immediately. All pets must be kept on a leash at all times while outdoors in the Association Common areas. Owners, Renters, and Rental Agencies must obtain valid pet vaccine records and <u>a current photograph of the pet – prior to allowing the pet on premises.</u> No structure for the care, housing or confinement of any pet shall be constructed or maintained on any part of the Common Elements, including Limited Common Elements (balcony or patio), without prior written approval from the Board. No potbellied pigs, venomous snakes, Pit Bulls, Rottweiler's Doberman Pinchers, German Shepherds, Chow Chows, Staffordshire Terriers, Presa Canarios, Akitas, Wolf-hybrids, Mastiffs, Cane Corsos, Alaskan Malamutes, Siberian Huskies or other animals determined in the Board's sole discretion to be dangerous may be kept on the Condominium at any time. The Board may require that any pet which, in the Board's opinion, endangers the health of any Owner or Occupant or creates a nuisance or unreasonable disturbance, be permanently removed from the Condominium upon seven (7) days written notice. If the Owner or the occupant fails to do so, the Board may remove the pet. Any pet which, in the Board's sole discretion, presents an immediate danger to the health, safety or property on any community member may be removed by the Board without prior notice to the pet's owner. Any Owner or occupant who keeps or maintains any pet upon the condominium property shall be deemed to have agreed to indemnify and hold the Association, its Directors, Officers and Agents free and harmless from any loss, claim or liability of any kind or character whatsoever arising by reason of keeping or maintaining such pet within the Condominium. Unit Owners maintaining cats, or other pets on the Condominium property, or whose guest, lessees or invitees bring any animal upon Condominium property, shall be responsible for and bear the expense of any damage to persons or property resulting there from. The extent of any such damage and the charges necessary to rectify the damage shall be determined by the Board and collected by the Association.