



Application Check List

All items must be submitted along with this checklist or your application will not be processed.

Property Address: _____

General Submission requirements

- Fully executed application
- Fully executed sales contract or lease agreement
- Application Fee
- Title Company Info
 - Company Name: _____
 - Company Address: _____
 - Company Phone: _____
 - Company Email: _____
- Buyer Realtor Info
 - Company Name: _____
 - Company Address: _____
 - Company Phone: _____
 - Company Email: _____
- Seller Realtor Info
 - Company Name: _____
 - Company Address: _____
 - Company Phone: _____
 - Company Email: _____
- Certificate of approval for delivery option (Mark "X" by delivery option)
 - _____ Title Company
 - _____ Buyer Realtor to pick up in Bristol Office
 - _____ Seller Realtor pick up in Bristol Office
- Community Specific Requirements (if applicable)



SALES APPLICATION

February 2012

**ALL FORMS MUST BE RETURNED
20 DAYS PRIOR TO PROPOSED
TRANSACTION!**

**BE SURE TO ALWAYS CHECK TO
SEE IF YOU HAVE THE LATEST
APPLICATIONS AS THEY ARE
UPDATED PERIODICALLY.**



SALE NOTICE - SELLER

To be provided 20 days prior to proposed transaction

Date _____

The Board of Directors
Ocean Royale Condominium Association, Inc.
700 Ocean Royale Way
Juno Beach, Florida 33408

Dear Sir/Madam:

As **Sellers** in compliance with Section 13 of the Declaration of Condominium of Ocean Royale (O.R.) Condominium Association, Inc., I hereby notify you of my intention to sell Apartment #_____, 700____ or 750____ Garage Parking Space #_____, Space #_____ Cabana #_____ (if applicable) and Locker #_____ to_____.

As **Purchaser(s)**, as evidenced by the following attachments:

1. ***Legible, executed and paginated copy of Sale Agreement.***
2. \$100 Transfer Fee
3. \$250 Non-refundable Service Fee for Elevator preparation.
4. Authorization to Obtain Character, Financial and/or Credit Report
5. Three letters of reference from parties named in Confidential Application of Membership.
6. Confidential Application for Membership.
7. Owner Emergency Data Sheet
8. Non-Natural Person Occupancy Designation
9. Pet Registration with photo attached.(if applicable)
10. Appointment of Voting Representative (if applicable)
11. Question & Answer Sheet
12. Contractor's Work Agreement
13. Signed Acknowledgment that Purchaser(s) have received, read, understand and will abide by the Rules and Regulations of the Condominium and Condominium Governance Form
14. Rules, Regulations & Use Restrictions & Condominium Governance Form

Your action upon this Application is requested within 15 days in accordance with the requirements of the Declaration of Condominium referred to above.

Please Note: A personal interview by the Condominium Association's Committee is required prior to issuance of a Certificate of Approval by the Condominium Association.

As **Purchaser(s)**, upon receipt, review, and approval by the Condominium Association:

1. A Certificate of Approval will be issued upon final acceptance of the Purchaser(s) as Residents by the Condominium Association.
2. This Certificate of Approval may be picked up from the Management Office after execution by the Condominium Officers and notarization.

Seller's Signature

Seller's Signature

Buyer's Signature

Buyer's Signature



**AUTHORIZATION REQUEST FOR CHARACTER
FINANCIAL AND CREDIT REPORT FOR SALES
PURCHASE**

If not provided by the Buyer(s) or his/her agent, the Buyer(s) does/do hereby authorize Ocean Royale Condominium Association Inc. to order a Character Financial report and/or credit report to assist with the Association's approval process. Buyer understands the term (Character Financial Report) includes information as to the Buyer's credit history, character, general reputation, personal characteristics and mode of living, and Buyer has the right to have a complete and accurate disclosure of the nature and scope of the investigation requested.

Approved:

Buyer's Signature

Social Security Number

Print Name

Buyer's Signature

Social Security Number

Print Name

Date

CONFIDENTIAL

OCEAN ROYALE (O.R.) CONDOMINIUM ASSOCIATION, INC.

MEMBERSHIP APPLICATION

To the members of OceanRoyale (O.R.) Condominium Association, Inc., Juno Beach, Florida

Request is hereby made by the undersigned for membership in the Association. The undersigned agrees to accordance with the terms and provisions of the Association as contained in the Declaration of Covenants attachments and exhibits thereto, as they may be amended from time to time.

(PLEASE PRINT)

Date

Name of Applicant _____ Social Security # _____
Residence Address _____ Out of State Tel # _____
Town/State/Zip Code _____ Cell # _____

Company Name _____ Office # _____
Company Address _____ Office Fax # _____
Town/State/Zip Code _____
Nature of Business _____ Position _____

Florida Address _____ Home Tel # _____
Town/State/Zip Code _____ Home Fax # _____

Married _____ Widowed _____ Divorce _____
Mother's Maiden Name _____
College Applicant Attended _____
Wife's Maiden Name _____
Place of Birth _____
College Wife Attended _____
Wife's Mother's Maiden Name _____
Wife's Father's Name _____

Child's Name _____ Child's Age _____
Child's Name _____ Child's Age _____
Child's Name _____ Child's Age _____
Child's Name _____ Child's Age _____

Apartment's Permanent
Occupants

CONFIDENTIAL

OCEAN ROYALE (O.R.) CONDOMINIUM ASSOCIATION, INC.

MEMBERSHIP APPLICATION

Pet's Name _____	Species & Weight _____
_____	Species & Weight _____
Pictures Enclosed _____	(Recent picture of pet is required)

Make of Car _____	Color _____	Plate # & State _____
Make of Car _____	Color _____	Plate # & State _____
Make of Car _____	Color _____	Plate # & State _____

Country, Golf & Yacht Club Affiliations

Name _____	Address _____
Name _____	Address _____
Name _____	Address _____

Three Additional Personal References

Name _____	Address _____
Name _____	Address _____
Name _____	Address _____

It is understood by me that simultaneously with making application for membership in the Association, I have application to purchase property in Ocean Royale. If I am accepted for membership in the Association, my Association shall be completed when and if the property is purchased.

I agree to abide by each and every regulation of the Association, and I understand that in the event my name becomes the owner of the property in Ocean Royale (O.R.) Condominium Association, Inc., I agree that I am a person who has not been approved by the Association.

WITNESS

_____	Applicant's Signature _____
_____	Joint Applicant's Signature _____

ACCEPTED

_____ **Date** _____

CONFIDENTIAL

OCEAN ROYALE (O.R.) CONDOMINIUM ASSOCIATION, INC.

OWNER/LESSEE EMERGENCY DATA SHEET

(PLEASE PRINT)

Date _____

Name _____
Local Address _____
Town/State/Zip Code _____
Email Address _____

Local Tel # _____
Local Fax # _____
Cell # _____
Other # _____

Billing Address _____
Town _____
State & Zip Code _____

Away Address _____
Town/State/Zip Code _____
Away Tel # _____
Away Fax # _____

Are you a fulltime Resident - (Yes/No) _____
Have a set of Apartment Keys been provided to Security - (Yes/No) _____
Nearest Relative's Name _____
Relative's Street Address _____
Relative's City/State/Zip _____
Relative's Phone # & Cell # _____

Local Physician _____
Local Physician's Tel # _____
Local Hospital Preference _____
Local Hospital Tel # _____

Permanent Guest List

Permanent Guest List	

Additional Information _____

MEMBER'S DIRECTORY FORM

The Association established a members' directory for distribution to the owners. Please complete the items you APPROVE for listing in the directory, and return this form to the Management Office as indicated below so you may be listed in the next publication:

If you do not wish to be listed in the directory, please check here.

Name(s) _____

Apt # _____ Bldg 700 _____ Bldg 750 _____

LOCAL TELEPHONE INFORMATION

Home # _____ Fax # _____

Cell # Husband _____ Cell # Wife _____

Office # _____ Fax # _____

OUT OF TOWN TELEPHONE INFORMATION

Address _____

Town _____ State _____ Zip Code _____

Home # _____ Fax # _____

Office # _____ Fax # _____

Email Address _____

Email Address _____

Date _____ Signature _____

**NON-NATURAL PERSON
OCCUPANCY DESIGNATION**

The undersigned person does hereby certify that he or she is the officer, trustee or partner (circle one) authorized to designate the family or individual who shall be entitled to occupy the Ocean Royale Unit in accordance with the requirements of the Declaration of Condominium for Ocean Royale (O.R.) Association, Inc. 13.1C ownership of corporations, trust or partnerships. No more than one change in occupancy will be approved in any 12 month period.

AUTHORIZED OCCUPANTS:

I hereby designate:

Name _____

Address _____

Telephone _____ Email _____

As the authorized primary occupant to represent Unit # _____ Bldg ___ 700 ___ 750

Dated this _____ day of _____ 2012

Authorized Signature _____

Print Name _____

Title _____

PET REGISTRATION

Unit # _____ N Bldg 750 _____ S Bldg 700 _____

Owner Name _____

of Pets _____ (Restricted to 2 Pets)

Species _____ Male ____ Female ____ Age ____

Pet Name _____ Coloring _____

Weight _____ (Not to Exceed 50 lbs) License # _____

Species _____ Male ____ Female ____ Age ____

Pet Name _____ Coloring _____

Weight _____ (Not to Exceed 50 lbs) License # _____

Provide Recent Photograph(s) _____

Date _____

Owner Signature

Association Approved By _____

Date _____

CERTIFICATE OF APPOINTMENT OF VOTING REPRESENTATIVE

To the Secretary of

Ocean Royale Condominium Association, Inc. (the "Association")

THIS IS TO CERTIFY that the undersigned, constituting all of the record owners of Unit (Apartment) No. _____ Building _____ in **Ocean Royale, A Condominium**, have designated

(Name of Voting Representative) _____

as their representative to cast all votes and to express all approvals that such owners may be entitled to cast or express at all meetings of the membership of the Association and for all other purposes provided by the Declaration, the Articles and By-Laws of the Association.

The following examples illustrate the proper use of this Certificate:

1. Unit owned by John Doe and his brother, Jim Doe. Voting Certificate required designating either John or Jim as the Voting Representative (NOT A THIRD PERSON).

2. Unit owned by John Jones. No Voting Certificate required.

Unit owned by a permitted entity. Voting Certificate must be filed designating the _____ person authorized to cast the vote for the entity which owns the unit.

Unit owned by Bill and Mary Rose, husband and wife. No Voting Certificate required.

This Certificate is made pursuant to the Declaration and the By-Laws and shall revoke all prior Certificates and be valid until revoked by a subsequent Certificate.

DATED the _____ day of _____ 2012

Print Name _____ Signature _____

Print Name _____ Signature _____

Print Name _____ Signature _____

Print Name _____ Signature _____

NOTE: This form is not a proxy and should not be used as such. Please be sure to designate one of the joint owners of the unit as the Voting Representative, not a third person

**FREQUENTLY ASKED QUESTIONS AND ANSWER SHEET
2012**

Q: What are my voting rights in the condominium association?

A: Each unit owner shall be entitled to one (1) vote. Such interest shall be referred to as that Unit's "Voting Interest". Multiple owners of a Unit shall collectively be entitled to exercise the Voting Interest for such Unit in accordance with voting privileges set forth in the Articles and Bylaws. There shall be no cumulative voting.

Q: What restrictions exist in the Condominium Documents on my right to use my unit?

A: The Sale, Lease, Transfer or Use of Units is restricted or controlled. Please refer to Article 16 of the Declaration and number 27 of Rules and Regulations for provisions relating to the sale, lease, transfer or use of Units. In addition, there are Use Restrictions in the Declaration and Rules and Regulations, which govern the use of the units.

Q: What restrictions exist in the Condominium Documents on the leasing of my Unit?

A: After approval by the Association, as elsewhere herein required, entire Units, but not less than entire Units, may be leased; provided the lessee uses the leased premises for single family use and the term of the lease is for a period of one hundred eighty (180) days or more. There may be no Unit leases for a period of less than one hundred eighty (180) days. In addition, Units may only be leased one (1) time in anyone (1) year period. All Unit leases must be in writing and a copy of the same must be delivered to the Board.

Q: How much are my assessments to the condominium association for my unit type and when are they due?

A:	<u>UNIT TYPE</u>	<u>QTRLY ASSESSMENTS</u>
	All Units	\$3,400.00
	Private Cabanas	\$ 280.00

Payments are due the first day of January, April, July and October

Q: Do I have to be a member in any other Association?

A: No.

Q: Am I required to pay rent or land use fees for recreational or other commonly used facilities?

A: No.

Q: Is the condominium association or other mandatory membership association involved in any court cases in which it may face liability in excess of \$100,000?

A: No

NOTE: Statements contained in this Question and Answer sheet are summary in nature. A prospective purchaser should refer to all references, exhibits, the sales contract and the condominium documents.



CONTRACTOR
COMPANY NAME _____ Unit # _____ 700 _____ 750 _____

CONTRACTOR AGREEMENT

The following rules are to be adhered to at all times. They apply to anyone who has been contracted to do work for Unit owners or the Association.

1. Prior to Commencement of Construction, the Board of Directors requires a minimum of 30 days notice.
2. Plans need to be submitted to the Board of Directors for approval.
3. A performance bond must be submitted before commencement of any work, 10% or \$10,000 whichever is greater.
4. Proof of permit from the Town of Juno Beach.
5. Work hours are from 8 a.m. to 5 p.m. Monday through Friday. Construction is allowed June 1 through October 31st. No work on Federal Holidays.
6. If work is not completed by October 31st there will be a penalty of \$1,000 per day.
7. Loud noise such as drilling, hammering etc., are prohibited until 9:00 AM.
8. Contractors are to register with security and follow all loading and unloading instructions.
9. All tradesmen's vehicles will be parked in the garage under the tennis courts or areas designated by security.
10. During construction work, resident front doors must be kept shut at all times. Work must be confined to the interior of the unit. Foyers and terraces can't be used as work areas. If work will affect the fire alarm system or could set off a fire alarm, review the work with Security before commencing. False alarms will be charged to the unit owner at a minimum of \$100 each.
11. Contractors must remove daily all materials, trash and waste from the work site. Use of trash chutes, on site dumpsters or internal plumbing for disposal is prohibited.
12. Contractors are responsible for removal of any trash and debris in the common areas caused by them. Failure to leave common areas, including the elevators and foyers clean will result in a cleaning charge billed to the owner, minimum charge of \$100.
13. Contractors are responsible for locking the unit upon departure.
14. Unit owners are responsible for contractor damage to the common areas or other units. Unit owners will be charged the costs of repairs or cleanup with a minimum charge of \$100.

Violation of any of the above rules will result in the Contractor's permission to work on the property being revoked and further action deemed appropriate.

Agreed and Accepted:

Company Name _____

Address _____

Telephone # _____ Fax # _____ Cell # _____

Supervisor Name _____ Your Printed Name _____

Your Signature _____ Date ____/____/____

Insurance Certificate Received _____ Contractor License Received _____

Unit Owner Printed Name _____

Owner Signature _____ Date ____/____/____

**ACKNOWLEDGEMENT RECEIVED,
READ & UNDERSTAND
DOCUMENTS**

Dear Admissions Committee:

I have been given a copy of Ocean Royale (O.R.) Condominium Association, Inc. Documents, Rules and Regulations and the Condominium Governance Form due to my application as a Purchaser for Unit # _____ Building _____. I have received, read, understand and will abide by the Condominium Documents, Rules and Regulations Condominium Governance Form.

Date _____

Purchaser's Signature _____

Joint Purchaser's Signature _____
(If applicable)

This form is to be executed and returned PRIOR to scheduled interview.

OWNERSHIP BY CORPORATIONS, TRUSTS OR PARTNERSHIPS

A Unit may be owned in trust or by a corporation, partnership, or other entity which is not a natural person, if approved in the manner provided for other transfers of title. However, the intent of this provision is to allow flexibility in estate or tax planning, and not to create circumstances in which the Unit may be used as short term transient accommodations for several individuals or families. The approval of a corporation, trust or other entity as a Unit Owner shall be conditioned upon the approval of the person or persons who will occupy the Unit. The occupants will be screened, subject to approval, and occupancy shall be subject to the same conditions applicable to leases. Any change in the occupancy of the Unit shall be treated as a new lease and no more than one such change will be approved in any twelve month period measured from the most recent previous change in occupancy.

Date _____

Purchaser's Signature _____

Joint Purchaser's Signature _____
(If applicable)

This form is to be executed and returned PRIOR to scheduled interview.



CERTIFICATE OF APPROVAL
SALE

This is to certify that OCEAN ROYALE (OR) CONDOMINIUM ASSOCIATION, INC. consents to and approves the sale of the following described condominium parcel, to wit:

Unit No. _____, Building No. _____ OCEAN ROYALE (OR) CONDOMINIUM ASSOCIATION, INC., a condominium, according to the Declaration of Condominium thereof, filed or record in Official Record Book 11780, Page 794 Public Records of Palm Beach County, Florida.

TOGETHER with an undivided interest in the COMMON ELEMENTS as set forth in said Declaration of Condominium and TOGETHER with all other appurtenances thereto, as set forth in said Declaration of Condominium.

BY SELLER _____

TO BUYER _____

This approval is given pursuant to Section 13 of the Declaration of Condominium of OCEAN ROYALE (OR) CONDOMINIUM ASSOCIATION, INC., a condominium, as recorded in Official Record Book 11780, Page 794, Public Records of Palm Beach County, Florida, Section 13.2 - 13.6 (&) Article 11, F of the Articles of Incorporation of OCEAN ROYALE (OR) CONDOMINIUM ASSOCIATION, INC.

Signed this _____ day of _____, 2012

OCEAN ROYALE CONDOMINIUM ASSOCIATION, INC.

By: _____

CORPORATE SEAL

Its:

Attest: _____

Its:

STATE OF FLORIDA)

) ss:

COUNTY OF PALM BEACH)

Before me personally appeared _____ and _____ to me well known, and known to me to be the individual(s) described in and who executed the foregoing instrument as _____ and _____ respectively, of said Association, and that the seal affixed to the foregoing instrument by due and regular corporate authority and that said instrument is the free act and deed of said Association.

WITNESS my hand and official seal this _____ day of _____, 2012

Notary Public
My Commission Expires: (NOTARY SEAL)

O.R. CONDOMINIUM ASSOCIATION

RULES, REGULATION & USE RESTRICTIONS

SEPTEMBER 20, 2005

BACKGROUND

Controlling Documents

- Declaration of Condominium of Ocean Royale, a condominium.
- Articles of Incorporation for O.R. Condominium Association.
- Bylaws of O.R. Condominium Association, Inc. a not-for-profit corporation.
- Rules and Regulations of O.R. Association contained herein.

Controlling Statute

- Chapter 718, Florida Statutes "Condominium Act".
- Florida Administrative Code Chapters 61B-15 – 61B-24

Controlling Legal Principles

- Only record owners (as appearing on the deed) are members of the Association.
- Only a board of Directors, duly elected, (as defined in Article II of the Articles of Incorporation) shall administer affairs of the Association.
- Individual members of the Association cannot administer the Affairs of the Association (the Board can designate Committees, however, which may make recommendations to the Board for consideration).
- The Board of Directors has the statutory duty to enforce the Controlling Documents (the Declaration, the Articles, the bylaws, and the Rules and Regulations).
- But, only Association members can modify the Declaration.
- All members, their guests, and tenants shall comply with, and are bound by the Controlling Documents.

I. Rules and Regulations Affecting Common Elements

A. Use of Common Elements Generally:

1. The indoor Common Elements of Ocean Royale are smoke free.
2. Children under the age of 10 are not permitted in any Common Element unless accompanied by an adult.
3. Pets are not allowed in the indoor Common Elements except ingress and egress directly from the elevators. (See Section VI on Pets).
4. Association members, their tenants and guests shall dress appropriately in the common areas, especially when coming to and from the pool area (shoes, shirts, cover-ups, etc. and no wet bathing suits in the Theater, Business Center, Billiards Room, Card Room, Social Room, Fitness Center or on lobby furniture).

B. Use of Theater, Business Center, Billiards Room, Card Room and Social Room:

1. The Theater can be reserved by calling the Service Desk in the 750 Building. Otherwise, use is on a first come, first served basis. Staff will operate equipment.
2. Members and guests on a first come, first served basis, may use the Billiards Room.
3. An Association member for a member-sponsored event may reserve the Social Room. The member must be present. Application for the reservation must be made to the Property Manager ten days prior to the event. The Board of Directors may refuse the request. A lease will be signed and the necessary deposits made prior to the event. The Board may set the fees based on the number of attendees, estimated costs and preservation of the facilities. The Board may also set conditions as to hours, parking, etc.

C. Use of Fitness Center, Pool, Spa, Tennis, Shuffleboard Courts and Sauna:

1. Use of the Fitness Center is for members, tenants, and their guests only. All users do so at their own risk.
2. Residents, their tenants and guests must bring a towel to the Fitness center and wipe equipment after use.
3. Children under the ages of 13 are not permitted in the saunas unless accompanied by an adult.
4. Use of the pool and spa is at member's risk, as the Association does not provide lifeguards.
5. Running, jumping or diving at the pool is prohibited.
6. Members shall not adjust or otherwise tamper with the swimming pool or spa equipment or temperature controls.
7. "Swimming Diapers" are required for those who are not potty trained or are incontinent.
8. Only small pool toys are allowed in the pool. No surfboards, etc.
9. Shower before entering the pool.
10. Glass containers are not allowed within the fenced pool area.
11. No food or drink is allowed within four feet of the pool or spa edge.
12. Tennis and Shuffleboard Board courts may be reserved by signing in on the Reservation Board located at the Tennis Court Ramp.
13. Fitness Center and Sauna hours are 6:00 a.m. to 12:00 p.m. Pool and Spa hours are dawn to 10:00 p.m., Tennis and Shuffleboard courts are 8:00 a.m. to 10:00 p.m. (subject to Turtle Season).

D. Other Common Elements:

1. Members shall not give keys to the common entrances to any person other than a resident guest.
2. No bicycles, scooters, surfboards, skates, inline skates and the like are allowed in the towers, walkways, pool area, or other common areas. Such equipment may be carried or wheeled to the gates.

3. Members are responsible for damages caused by gross recklessness or willful or wanton disregard for, life and property by themselves, their guest's tenants or service providers. Members will be liable for costs to maintain or repair such damages to the extent they are not met by Association insurance coverage.
4. Bulletin boards designated for official notices are located in the mailrooms in the respective towers. Notices may not be posted without the permission of the Board of Directors or the Property Manager.
5. Members and their guests shall not leave unauthorized fitness equipment in the Fitness Center or other unauthorized equipment or furniture in any common areas.

II. Rules and Regulations Affecting Moving In or Out

1. Moving can take place only between the hours of 8:00 a.m. to 5:00 p.m. prevailing time, Monday through Friday
2. Mover must have the proper insurance coverage to protect condominium property.
3. Any move in or out must be scheduled with the Property Manager. Movers will register with the Service Desk upon entering and leaving the complex.
4. Mover will check in with the Property Manager for instructions.
5. Movers will use the padded elevator designated by the Property Manager.
6. No moving van, truck or transport may enter the garage. The Property Manager will monitor all phases of the move whether in or out.
7. The resident or his agent must accept drop shipments from vendors of a resident.
8. Members are responsible for the behavior of their movers and any damage to fire, safety or security elements caused by their movers as well as damage to the Common Elements or any incidental damage or clean up.

III. Rules and Regulations Affecting Trades People

1. All trades people will register with the Service Desk upon entering and leaving the complex.
2. Trades people can be on the premises between 8:00 a.m. and 5:00 p.m. prevailing time Monday through Friday.
3. The Service Desk will ensure that trades people have the proper insurance coverage to protect condominium property.
4. Trades people will use padded elevator designated by the Property Manager.
5. Trades people shall not drive trucks or vans into the garage, and will park only in the north parking area.
6. All contractors must haul away their debris. Members are responsible for any cost borne by the Association for enforcement, any incidental damage or clean up.
7. Members are responsible for the behavior or damage by their trades people to fire, safety, or security elements, as well as damage to the Common Elements, incidental damage, clean up, and/or enforcement costs.

IV. Rules and Regulations Affecting maids, Nurses, Masseuses, and Other Personal Service Providers.

1. All personal service providers shall park in the north area parking and will register with the Service desk upon entering and leaving the complex.
2. Personal service providers may enter through the lobbies unless they cannot carry their equipment and supplies, in which case they must enter and exit through the garage.
3. Members are responsible for the behavior of their personal service providers and any damage to fire, safety, or security elements, as well as damage to the Common Elements or any incidental damage or clean up.

V. Rules and Regulations Affecting Garages, Guest Parking, Elevators, Elevators Vestibules.

1. All parking places in the Main Garage are reserved for the exclusive use of the designated owner or their designee.
2. Outdoor Courtyard Parking is for Visitors only. Towing restrictions will be enforced after appropriate warning.

3. Any parking area is designated solely for four-wheel passenger automobiles. Dune buggies, motorbikes, motorcycles, trucks, trailers, boats, or commercial vehicles are prohibited. No personal items shall be kept in any parking areas, reserved or otherwise.
4. Vehicles of trades people or personal service vendors will not be placed, parked or stored on the condominium property for more than eight hours.
5. Repairs to any vehicles in the garage or parking spaces are prohibited.
6. Residents may wash their cars in the designated area only.
7. Food, waste or anything that might attract bugs or animals or pose any health hazard should be disposed of via the unit garbage disposal or via the unit garbage chute after being doubled bagged. Receptacles in the elevator vestibules must not be used for this purpose.
8. Shopping carts are placed in the elevator vestibules for the convenience of owners, tenants, and guest only. Trades people and personal service providers shall not use the carts. Immediately after use, carts must be returned to the garage elevator vestibules.
9. Elevators are to be padded when any heavy use is involved.

VI. Pets

1. Pets are permitted for Association members only. Guests or lessees are not allowed to have pets on the premises.
2. All pets must be registered and receive a certificate from the Property Manager. Pets must be licensed in accordance with applicable laws and licenses must be on file with the Property Manager as part of the registration process.
3. No dog may weigh more than 50 pounds when fully grown. Any member(s) claiming release from this restriction in their Contract of Sale must produce written evidence of such release to the Association.
4. No pets shall be kept, bred or maintained for commercial purposes.
5. Pet owners will insure that their pet's behavior does not become a nuisance or annoyance to other members or their guests. No pets shall be bathed in the Common Areas except as designated by the Board.

6. All pets must be leashed or carried in the elevators and indoor common areas when entering or leaving the building.
7. No pets may be left unattended in any limited common element (balcony, utility area, ect.) or common area (fire stairs, garages, cabana area, tennis courts, gardens, etc.) when the member is not in the unit.
8. Pet's solid waste must be collected by the owner and disposed of properly. (A dog waste station with disposable bags is located north of the North Building and south of the South Building).
9. Pets are not allowed in carpeted common areas, unless carried.
10. Violation of any of the provisions of the Controlling Documents and without limitation Section 12.3 of the Declaration or Section VI of the Rules and Regulations can result in fines against the member and/or the permanent removal of the pet from the condominium property.

(Note: Juno Beach is a NO Pet Beach. Jupiter Beach permits pets)

VII. Rules and Regulations Affecting Limited Common Elements

1. A member cannot paint, decorate or change the appearance of any limited common element unless the prior written consent of the Association is first obtained.
2. Members cannot make any alteration to their unit, which would add or remove any portion of the limited common elements without prior written consent of the Association.
3. Each member shall maintain all air conditioning and heating equipment appurtenant to its unit, which is a limited common element.
4. Any member who owns a cabana will likewise be responsible for the air conditioning unit in the cabana.
5. No glass, screens, curtains, blinds, shutters, or awnings may be installed on terraces without the prior written consent of the Association. All hurricane Shutters must comply with specifications provided separately by the Association.
6. No aerial, antenna poles, masts or satellite dish may be installed on the terrace or any other limited common element without prior written approval of the Association.
7. Sidewalks, entrances, passages, vestibules, stairways, corridors and halls must not be obstructed or encumbered.
8. No locks of any kind may be put on any fire doors.

9. No flammable materials, paint, propane, etc. or explosives may be stored in any limited common element.
10. Terrace and outdoor cabana furnishing shall be limited to neutral colors and be non-rusting. Glass tabletops must be tempered glass.
11. No gas or charcoal barbecue grills may be stored or used on the terraces. The use of electric grills is permitted.
12. No bicycles, scooters, surfboards, skateboards, baby carriages, toys or any other such items may be kept on terraces.
13. Nothing whatsoever will be hung on the terrace railings.
14. Terrace furniture and other items must be moved inside, in the event of a hurricane or other severe storm warning.

VIII. Nuisances

1. No member shall use or permit the use of a unit, which would be unreasonably disturbing, detrimental or cause a nuisance to other members.
2. Members shall not use or permit disorderly or unlawful use of their unit. Use shall be consistent with existing laws and controlling documents.
3. Members at all times shall conduct themselves in a peaceful and orderly manner, and consistent with the highest standards of a first class, oceanfront condominium.
4. Members, tenants and guests shall avoid loud, disturbing noises. Use of any sound amplification equipment, which will disturb other members, their tenants or guests, is prohibited.
5. Installation of any television or radio equipment in a unit, which would interfere with other members use and enjoyment of their premises, is prohibited.
6. Grilling in the common areas is prohibited except in the areas designated by the Board. Gas grills are strictly prohibited anywhere on the property.
7. All household garbage must be securely bagged and tied in double plastic garbage bags before being deposited in the garbage chutes.
8. Members shall not shout, scream, or otherwise make loud noises or use sound systems at disturbing levels on the terraces.
9. Members will make every effort to contain cooking and other odors within their units.

10. Members will ensure that any construction debris, packing crates, boxes, etc. are placed in the appropriate container located under the tennis courts.
11. Members should report any threat to their units or the common elements to "911" immediately, and then call the O.R. Service Desk.
12. For any violation of the Rules and Regulations, Members should contact the Service Desk for immediate concerns and the Property Manager for operational concerns.

IX. Rules and Regulations Affecting Ownership of Individual Units

1. The condominium units shall be used solely as a single-family residence and for no other purpose.
2. Units are for residential use only. Home office activities are permitted.
3. The Board of Directors shall have the authority to reasonably require that any member, lessee or guest remove any child from the common elements if the Board believes this action is necessary because of the child's conduct.
4. If a member(s) does not maintain their unit and/or any limited common element in accordance with the Controlling Documents, the Association has the right to institute legal proceedings or any other action necessary.
5. The Association has the irrevocable right to access individual units during reasonable hours for the maintenance, repair, replacement of any common element or to prevent further damage to any common element, other unit or emergency repairs.
6. All members must give keys the Association for all unit and cabana exterior doors for such access.

X. Rules and Regulations Affecting Ownership of Cabanas

1. Cabanas will not be used as "living spaces".
2. Any chairs, tables, beach furniture, etc. must be returned to the cabana after use, and must not impede the use of the common elements by member or their guests.
3. No business, profession or trade or any other commercial activity shall be conducted in a cabana.
4. If a member(s) does not maintain their cabana in accordance with the Controlling Documents, the Association has the right to institute legal proceedings or any other action necessary.

XI. Rules and Regulations Affecting Transfer of Individual Units

1. The transfer of units is covered in full in section 13 of the Declaration.
2. No member may dispose of a unit or any interest therein without approval of the Board.
3. Any mortgage other than a first mortgage is inferior to an Association lien for assessment.
4. Notice of any transfer must be given to the Board 20 days before its occurrence. The Board has 15 days in which to act.
5. If the Board disapproves a transfer it has 45 days to find an alternate purchaser or purchase the unit.

XII. Rules and Regulations Affecting Leasing of Individual Units

1. A member must provide the Property Manager with a notice of intention to lease, and the proposed lease not less than 30 days before lease commencement.
2. A personal appearance by the lessee may be required.
3. The Board has 15 days to approve or disapprove the proposed lease.
4. If the Board fails to act within 15 days, approval will be deemed granted.
5. If a majority of the Board votes to disapprove, the lease shall not be allowed.
6. If the member is past due on any payments to the Association, the Board must disapprove the lease until all sums due are current.
7. If proper notice is not given and the lessee takes possession without the required approval or in violation of any provision of the Declaration, the Board may evict upon five (5) days notice to the owner.
8. Units shall be leased only once a calendar year for no less than 180 days.
9. Only the lessee and his or her immediate family may occupy the unit.
10. The Board will require a common area security deposit.
11. The Board may impose further restrictions.
12. Members who have leased their unit to others shall not use any of the common elements, limited common elements, or the unit for the term of the lease.
13. Lessees are not permitted pets.
14. The provisions of the controlling documents shall be deemed incorporated in any lease

XIII. Rules and Regulations Affecting Guests Occupancy of Individual Units

1. Occasional Guests are permitted while the member is in residence subject only to occupancy restrictions of two persons per bedroom.
2. When a member is not in residence, Guests related to the member are permitted only upon notice by the member to the Service Desk. Guests not directly related to the member are not permitted.
3. Notice to the Service Desk must contain the names of the guests, whether they are adults or minors. Otherwise, the Board may evict upon 5 days notice to the owner.
4. No guests, occasional or related, will be permitted if the member is past due on any payment due to the Association.
5. Visiting Guests, occasional or related are not permitted pets.
6. Related Guests must park in spaces designated to the member.
7. Guests are bound by the provisions of the Controlling Documents.

XIV. Enforcement

1. Every member, its tenants, guests, invitees, vendors and service providers shall comply with any and all Rules and Regulations presently adopted or adopted in the future by the Board of Directors.
2. Failure to comply with such Rules and Regulations shall be grounds for immediate action and subject to any remedies available to the Association.
3. In addition to all other remedies in the sole discretion of the Board of Directors, a fine or fines may be levied upon a member for failure of the member, his tenants, guests, invitees, vendors and service providers to comply with any provision of the Declaration of Condominium and/or Rules and Regulations provided that:
 - A. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing before a committee of unit owners after reasonable notice of not less than 14 days, which shall include:
 1. A statement of the date, time and place of the hearing.
 2. A statement of the provision of the Declaration, Bylaws or Rules and Regulations, which have allegedly been violated.
 3. A short and plain statement of the matters asserted by the Association.

- B. The party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.
- C. The Board of Directors may levy a fine against the unit not to 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 that no such fine shall in the aggregate exceed \$1,000.00.
- D. Fines shall be paid no later than five (5) days after notice of the imposition of same.
- E. For non-payment of fines, the Association shall have all of the remedies allowed by law.
- F. The fines provided for herein shall not be construed to be an exclusive remedy of the Association, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled. (See Section 23 of the Declaration)

Note: Any conflicts between the Controlling Documents and Controlling Statute(s) are governed by Section 12.4 of the Declaration of Condominium.

**CONDOMINIUM
GOVERNANCE FORM**

**DEPARTMENT OF
BUSINESS AND PROFESSIONAL REGULATION
Division of Florida Condominiums, Timeshares,
and Mobile Homes**

1940 North Monroe Street
Tallahassee, Florida 32399-1030
Telephone: (850) 488-1122
Facsimile: (850) 488-7149
Toll Free: (800) 226-9101 (in Florida only)

Web Address:
www.MyFlorida.com/dbpr/



This publication is intended as an informal educational overview of condominium governance. In the event of a conflict, the provisions of chapter 718, Florida Statutes, rules adopted by the Division of Florida Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation, the provisions of the condominium documents, and reasonable rules adopted by the condominium association's board of administration prevail over the contents of this publication.

Role of the Board of Directors

General

1. The board of directors has a fiduciary duty to the unit owners and has the responsibility to act with the highest degree of good faith and to place the interests of the unit owners above the personal interests of the directors.
2. The board must abide by the condominium documents, the condominium laws and regulations and the rules of the association.
3. The board manages the day to day affairs of the association.
4. The board has the authority to levy assessments, and maintain, repair and replace the common elements or association property.
5. The board of directors may hire a property management firm subject to its own primary responsibility for such management.
6. Provide a substantive written response to an inquiry submitted to the board by certified mail. The response must be sent within 30 days, or within 60 days if the board requests a legal opinion, or within 10 days of receiving the division's advice, if the board requests advice from the division.
7. The association must make its records available for unit owner inspection within five working days after receiving a written request.

Meetings and Notices

1. Associations must provide at least 48 hours notice of board and committee meetings, posted conspicuously on the association property.
2. Notice of the annual meeting, the budget meeting, and any meetings at which the board will vote on a special assessment or changes to rules concerning unit use must be mailed or delivered to unit owners and posted on the condominium property at least 14 continuous days in advance of the meeting.
3. Written notification of any special assessment must state the specific purpose of the special assessment.
4. A copy of the proposed annual budget must be mailed or delivered to each unit owner.
5. The association must provide notice of any legal action by which the association may be exposed to liability in excess of insurance coverage so that unit owners may intervene and defend on their own behalf.
6. Board must allow unit owners or their designated representatives to speak at board and committee meetings subject to reasonable restrictions.
7. Associations must provide notification of a hearing before a committee of other unit owners before the board can levy a fine against a unit owner, if the documents provide that the association may impose a fine against a unit owner.

Elections

1. The association must provide by mail or personal delivery, a first notice of an election no less than 60 days prior to the election.
2. The association must provide a second notice of the election, along with a ballot, an inner envelope, an outer envelope, candidate certification form and copies of any timely submitted candidate information sheets, no less than 14 days prior to the election.

Association Finances

1. Unless the governing documents provide otherwise, the board of directors has the authority to levy assessments, including special assessments.

2. The board must prepare an annual budget of the revenues and expenses and send a copy to the unit owners at least 14 days prior to the budget meeting. The budget must include all estimated revenues and expenses and reserves for certain deferred maintenance and capital expenditures projects.
3. Within 90 days after the end of the fiscal year, or annually on a date provided in the bylaws, the association must prepare a financial report for the preceding fiscal year. No later than 120 days after the end of the fiscal year or other date as provided in the bylaws, the association must mail to each unit owner at the address last furnished to the association by the unit owner, or hand deliver to each unit owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the unit owner, without charge, upon receipt of a written request from the unit owner. The report must be prepared as follows:
 - a. If the association consists of 50 units or fewer, or has revenues of less than \$100,000, it must prepare a financial report of actual receipts and expenditures.
 - b. If the association consists of more than 50 units and has revenues of at least \$100,000, it must prepare a compiled, reviewed or audited financial statements, prepared in accordance with generally accepted accounting principles.

Role of the Unit owners

General

1. Each unit owner who is offering the unit for sale must provide to each person who has entered into a contract for the purchase of the condominium unit a copy of this governance form, a current copy of the declaration of condominium, articles of incorporation, bylaws and rules of the association, a copy of the latest annual financial report, and the document entitled "Frequently Asked Questions and Answers" that may be obtained from the association.
2. Unit owners must abide by the condominium documents, the condominium laws and regulations and the rules of the association.
3. Unit owners must pay their share of the common expenses. Failure to do so may result in liens or possible foreclosure by the association.
4. Unit owners may use the common elements in a manner that will not hinder or infringe on the rights of the other unit owners.
5. Unit owners must provide proof of the hazard and liability policy for their unit upon request by the association. A unit owner's failure to provide proof of insurance may result in the association purchasing a policy, and the cost of the policy, or the cost of any reconstruction undertaken by the association in the absence of such a policy, may become a lien on the unit.
6. Unit owners must provide the association access to their units during reasonable hours for the following purposes:
 - a. To maintain, repair or replace any common elements;
 - b. To prevent damage to the common elements or other units;
 - c. To maintain the unit as required by the declaration of condominium; or
 - d. To prevent damage to the common elements or to a unit or units.
7. Unit owners may not make any alterations to their units that would adversely affect the safety or soundness of the common elements or any portion of the association or condominium property the association maintains.

Unit Owners Rights

1. Unit owners may attend and participate in board and committee meetings except for meetings between the board or a committee and the association's attorney with respect to proposed or

- pending litigation when the meeting is held for the purpose of seeking or rendering legal advice.
2. Petition the association board to address an item of business at the next regular or special meeting of the board, if 20% of the voting interests petition the board.
 3. Unit owners may record board, committee or unit owner meetings subject to reasonable restrictions.
 4. Exclusive ownership and possession of their condominium unit.
 5. Membership in the association and full voting rights as provided in the declaration of condominium.
 6. Use the common elements and association property without paying a use fee unless provided for in the declaration of condominium, approved by a majority vote of the association, or unless the charges relate to expenses incurred by an owner having exclusive use of the common element or association property.
 7. Use the condominium's common elements, common areas and recreation facilities together with their invited guests, in accordance with the condominium documents and properly adopted rules and regulations of the association.
 8. Inspect the association's official records subject to the reasonable rules adopted by the association. Unit owners may make or obtain copies at the reasonable expense, if any, of the unit owner.
 9. Attend and participate in unit owner meetings.
 10. Vote on issues presented for a unit owner vote and elections.
 11. Bring any concerns or problems to the board of directors' attention.
 12. Apply to the circuit court of the county in which the condominium is located for a receiver if the association fails to fill vacancies on the board sufficient to constitute a quorum.
 13. Participate in the voluntary mediation or mandatory, non-binding arbitration processes to resolve certain disputes.
 14. Vote to cancel any grant or reservation made by a declaration, lease, or other document, and any contract made by an association prior to turnover of control to the unit owners other than the developer.
 15. Bring action for damages or injunctive relief or both against the association, another unit owner, a tenant or invitee.

Elections, Voting

1. Unit owners may submit a notice of their intent to be a candidate for election to the board no less than 40 days prior to the election.
2. Submit candidate information sheet no less than 35 days prior to the election.
3. Vote for the board by written, secret ballot or voting machine if there are more candidates than vacancies. Associations with 10 or fewer units may opt out of the statutory election procedures and hold elections as provided in their bylaws.
4. Unit owners may vote in person or by limited proxy for all matters (other than election of directors) in which the law provides that a vote of the unit owners must be taken. Examples of these issues include, but are not limited to: amending the governing documents, waiving reserves and altering the common elements.
5. Unit owners may vote at a meeting or by written agreement with a majority of all unit owners to recall any board member.

Association Budget

1. Unit owners may vote for an alternate budget if the developer controls the board and the adopted budget provides for assessments in excess of 115 percent of assessments for the prior fiscal year.

2. Petition the board for a special meeting of the owners to consider an alternate budget if a unit owner controlled board adopts a budget providing for assessments in excess of 115 percent of the previous year's assessments. Upon written application by 10 percent of the voting interests received within 21 days following the adoption of the budget the board shall call the special meeting of the association.

You should refer to the specific statutory section or rule for each cited provision. You may visit www.MyFlorida.com/dbpr/ or contact the Division at the address on this brochure to obtain a copy of the statute or the administrative rules.

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