

JUPITER DUNES CONDOMINIUM "A" ASSOCIATION, INC.

C/O Harbor Management of South Florida, Inc.
641 University Blvd, Ste. 205, Jupiter, FL 33458
561-935-9366 - www.harborfla.com

**ALL ITEMS MUST BE SUBMITTED ALONG WITH THIS CHECKLIST
OR YOUR APPLICATION WILL NOT BE PROCESSED**

Application Checklist

General Submission Requirements

- _____ APPLICATION FULLY EXECUTED WITH REQUIRED SIGNATURE'S
- _____ COMMUNITY SPECIFIC REQUIREMENTS (if applicable, see application)
- _____ FULLY EXECUTED SALES CONTRACT or LEASE
- _____ APPLICATION FEES and/or DEPOSITS

IS THE APPLICANT CURRENTLY SERVING IN THE UNITED STATES ARMED FORCES ON ACTIVE DUTY OR STATE ACTIVE DUTY AND/OR A MEMBER OF THE FLORIDA NATIONAL GUARD AND UNITED STATES RESERVE FORCES? YES /NO (circle one)
IF YES PLEASE PROVIDE A COLOR COPY OF THE MILITARY ID CARD WITH THIS APPLICATION.

Buyer(s)/Tenant(s) Realtor Info:

- Company Name: _____
- Company Phone: _____
- Company email: _____

Seller(s)/Owners(s) Realtor Info:

- Company Name: _____
- Company Phone: _____
- Company email: _____

Title Company Info (Optional):

- Company Name: _____
- Company Phone: _____
- Company email: _____
- Delivery of Certificate of Approval: Email _____ Pickup _____

Comments: _____

APPLICATION MUST BE SUBMITTED 30 DAYS PRIOR TO OCCUPANCY

OPTIONAL EXPEDITED PROCESSING IS AVAILABLE AT AN ADDITIONAL COST OF \$175.00 PAYABLE
TO HARBOR MANAGEMENT OF SOUTH FLORIDA

JUPITER DUNES CONDOMINIUM "A" ASSOCIATION, INC.

c/o Harbor Management of South Florida, Inc.
641 University Blvd., Ste. 205, Jupiter, FL 33458
Tel: 561-935-9366



APPLICATION & INSTRUCTIONS

Complete the following Application and submit it at least 30 days prior to occupancy to:

Harbor Management of South Florida, Inc.
641 University Blvd., Ste. 205
Jupiter, FL 33458
Tel: 561-935-9366

Along with the Application, the following must be Included:

1. A check made payable to Jupiter Dunes Condo "A" in the amount of \$100 for the application fee.
2. Copies of the licenses for each applicant.
3. The executed Purchase Agreement or Lease Contract.

PLEASE NOTE: Leases are for a minimum of thirty (30) days and are limited to one lease in any ninety (90) day period. Subleasing is not allowed. Repeat renters do not have to pay the \$100 application fee but must submit documentation. Pets, fully grown, cannot weigh more than thirty (30) pounds. Renters are not allowed pets.

PURCHASE / LEASE ACKNOWLEDGEMENT

I hereby acknowledge and agree to abide by the Rules and Regulations and am subject to the Declaration of the Jupiter Dunes Condo "A" Association, Inc. Failure to comply with terms and conditions thereof shall be a material default and breach of a lease agreement.

In the event that any owner is delinquent in paying any assessment, or the owner or their buyer, family, guests, agents, licensees or invitees are not in compliance with any provision of the Documents, the Association has the right to disapprove of any sale; and in the case of a lease, the right to disapprove of and to void any lease at any time prior to or during the leasehold tenancy until any violation of the Documents is corrected.

| | |
|-------------------------------|------|
| Jupiter Dunes Condo "A" Owner | Date |
| Purchaser / Lessee | Date |

JUPITER DUNES CONDOMINIUM "A" ASSOCIATION, INC.

Date _____

Purchase / Lease (circle one)

Unit Address: _____

Unit Owner's Name: _____

For Purchase: Closing Date: _____ For Lease: Lease Terms: _____ to _____

APPLICATION FOR OCCUPANCY
Please type or print clearly

Applicant's Name: _____ Spouse's Name: _____

Current Address: _____

Phone: _____ Email: _____

How long have you lived at the current address? _____

Additional Family Members who will be living at the unit:

Name: _____ Relationship _____ Age: _____

Name: _____ Relationship _____ Age: _____

Will anyone other than the family members listed above reside in the unit? If so, please list below:

Name: _____ Relationship _____ Age: _____

Name: _____ Relationship _____ Age: _____

Vehicle Information: **(Only two (2) vehicles allowed)**

Make: _____ Model _____ Color _____ Tag _____

Make: _____ Model _____ Color _____ Tag _____

Other Vehicles: Do you own any recreational or commercial vehicles, boats, motorcycles, vans, scooters, buses or pickup trucks? Y / N. If yes, please note that these vehicles are **prohibited** on property.

Pets: Do you have any pets? Y / N. If yes, please provide information including breed and weight:

Rules and Regulations
Of
THE JUPITER DUNES CONDOMINIUM “A”
ASSOCIATION, Inc.
(A Florida Corporation Not for Profit)

NOTE: Unless otherwise stated, all terms used herein shall have the same meanings respectively ascribed to them in the Declaration of Condominium of the Jupiter Dunes Condominium “A.”

PART I – REGULATIONS

- A. Alterations to units involving the Common Elements or the Limited Common Elements must be approved by the Architectural Committee. Applications for approval must be submitted in writing to the Architectural Committee. The request must be accompanied by a drawing or plan sufficient for the Committee to understand the proposed alteration along with the name, address, and telephone number of any contractor engaged to perform the alteration. If deemed to be in conformity with the Architectural Standards of the Condominium Association, the Architectural Committee will recommend final approval by the Board of Trustees.
- B. No modifications to the landscaping are permitted without the approval of the Landscaping Committee. If any Owner desires to plant, at his own cost and expense, any additional trees, shrubs, or plants outside his unit upon any portion of the Common Elements or Limited Common elements, the Unit Owner may only do so with the prior written consent of the Board of Trustees and in accordance with the Landscaping Standards of the Condominium Association. If approval for such plantings is granted, the Condominium Association will not be responsible to replace any such additional plantings. Also, if such plantings materially increase the Condominium Association’s maintenance costs, the particular Unit Owner will be responsible to reimburse the Condominium Association for such increased cost. Applications for approval must be submitted in writing to the Landscaping Committee. The request must be accompanied by a drawing or plan sufficient for the Committee to understand the proposal along with the name, address, and telephone number of any contractor engaged to perform the work. If deemed to be in conformity with the Landscaping Standards of the Condominium Association, the Landscaping Committee will recommend final approval by the Board of Trustees. Because the common areas are under the exclusive control of the Association, any trees or shrubs planted by a Unit Owner in the Common or Limited Common Areas must be donated to the Association. Any flowers planted by a Unit Owner must be mulched and maintained by the Unit Owner.

PART II – RULES

1. Common Elements or Limited Common Elements shall be used exclusively for ingress to or egress from the Units. By way of illustration and not limitation, no baby carriages, shopping carts, bicycles, toys, trash cans, garbage cans, or other articles will be allowed to stand in said areas nor shall children be permitted to play or loiter in or on said stairways, sidewalks, corridors or landings. Lightweight chairs and tables are permitted on the paved surface in front of the lower unit's second bedroom. They must be light in weight so that the upper unit owner can have ready access to that Unit Owner's storage closet. Upper level Unit Owners may place light weight chairs or benches on the upper landing adjacent to their entrances, but they may not be placed within 5 feet of the stairs.
2. Children shall not be permitted to play on or about the walkways, roadways, or parking areas situated upon the Condominium Property.
3. No personal property shall be left on or about the Common Elements when not in use.
4. No dirt or other substance or material shall be swept or thrown into or onto any stairways, corridors or landings which are a part of the Common Elements. No clothes, towels, or rugs shall be hung from any window, patio, terrace, or balcony, nor shall any rugs, mats, bedding or other items be shaken from any window, door or front balcony walkways.
5. All trash, refuse and garbage from the Units shall be deposited with care in containers intended for such purpose only at such times and in such manner as the Condominium Association shall direct. Any food garbage should not be placed in cans until the morning of pick-up. Owners should use garbage disposal as often as possible. Recycle bins are not to be placed out for pickup until the morning of scheduled collection. The empty containers are to be returned, by the unit owner, prior to darkness on collection dates. No litter or other trash shall be placed or left upon the Common Elements, except in containers provided for such. Large items may be left outside of containers on the morning of pick up. Upon leaving for the season, all owners are to store their recycle bins in their storage areas, in order to prevent them blowing around the complex in a storm.
6. No disturbing noises, either within the Units or in or in the Common Elements, which would interfere with the rights, comforts or convenience of Unit Owners, shall be permitted or allowed
7. The toilets, sinks, garbage disposal units, baths, showers and other water apparatus within the Units shall not be used for any purpose other than that for which intended, and no sweeping, rubbish, rags or any other improper articles shall be deposited into the same. Any damage to the Common Elements resulting from misuse thereof shall be borne by the Unit Owner of the Unit where the misuse occurred.
8. No inflammable oil or fluid, such as gasoline, kerosene, carbon tetrachloride, naphtha or

benzene, or explosives, fireworks or articles extra-hazardous to life, shall be kept within a Unit without, in each case, obtaining the prior consent of the Condominium Association.

9. Without the prior permission of the Condominium Association, no Unit Owner, resident, contractor or workman employed by a Unit Owner shall be permitted to do any work in any Unit (except for emergency repairs) between the hours of 6:00 p.m. and 8:00 a.m., or on Sunday or legal holidays if such work is likely to disturb other Unit Owners.
10. All appliances and electrical equipment of any kind and all appliances of every kind, however powered, installed or used in a Unit shall comply with all rules, **requirements, regulations and recommendations of all public** authorities and boards of fire underwriters having jurisdiction.
11. No trailers, motorcycles, campers, motor homes, boats, golf carts, unserviceable vehicles or vehicles with commercial plates or commercial lettering shall be parked on the condominium property during overnight periods. This would include any vehicle designed to carry, store, or transport items in an open area behind the passenger area and less than a four-passenger seating area. No persons will be permitted to sleep or reside inside any vehicle, camper, or motor home during any overnight periods, without Board approval. All vehicles are to be currently registered and in serviceable condition. Vehicles not in compliance will be removed at the Owners expense.
12. All parking regulations and traffic regulations from time to time posted by the Condominium Association shall be obeyed. Unit Owners will be responsible for any damage caused to the common areas due to the disrepair of their vehicle or vehicles of their guests. The cost for the repair of damage to grass, trees, buildings and parking areas will be borne by the unit owner. Vehicles not in compliance will be removed at owner's expense.
13. No vehicle's horn shall be blown upon the Condominium Property except for the purpose of preventing an accident.
14. No employee of the Condominium Association or of the Condominium Manager shall be requested or required by any Unit Owner to perform any personal service for any Unit Owner not in the line of duties prescribed for such employee by the Association or the Condominium Manager.
15. No Unit Owner shall replace the air conditioner condenser or pad appurtenant to Unit without the prior consent of the Condominium Association.
16. No fencing shall be permitted on the Land without the prior written consent of the Board of Directors of the Condominium Association and, if the proposed fencing is within 200 feet of the boundary line of the Land, with the prior written consent of the Property Owner's Association.

17. Each Unit Owner shall be held accountable for any violation of these rules by the family members, guests, tenants, agents or employees of the Unit Owner.
18. Complaints regarding the management of the Condominium Property or regarding actions of other Unit Owners shall be made in writing to the Condominium Association Management Company's Property Manager.
19. Any consent or approval required of the Condominium Association by these Rules and Regulations must be in writing to be effective and shall be revocable at any time.
20. Flags. Unit owners may display a single flag under the following Conditions: The flag must be not larger than 3 feet by 5 feet. It must be flown from a pole extending from a bracket attached 4 feet above the floor on the exterior wall of the kitchen within 6 inches of the wall adjoining the unit's entrance. Only the following flags are permitted:
 - a. The flag of the United States or any of its historical versions.
 - b. The flag of one of the armed services of the United States.
 - c. The flag of one of the several states of the United States.
 - d. A national flag expressing ethnic pride or national origin.
21. Flowers and Flowerpots. Flowers may only be grown in the areas permitted by the Landscaping Standards of the Condominium Association. For the safety of Unit Owners and their guests, flowerpots are not to be placed on the stairs or any landing within 2 1/2 feet of any stairs. For safety, hanging flowerpots on the upper levels must have the approval of the Board of Directors.
22. Any tile flooring in an upper unit must have a cork underlayment installed under the tile in accordance with the Declaration of Condominium. Inspection of the floor, after the cork application and prior to application of the tile, is required. Proper request form to ACC (see Part I –A) is also required prior to commencement of work.
23. No Unit Owner may rent his or her Unit for a period of less than one month.
(It should be noted that Florida Law requires a license for Unit Owners to rent for less than 30 days. Section 509.241 Florida Statutes.)
24. Unit owners may rent/lease their units for a minimum of 30 days. Leases are limited to one lease in any ninety (90) day period, leases must be a minimum of thirty (30) days. Subleasing is not allowed. A renter's application and a fee of \$100.00, must be submitted to the Condominium Management Company at least 30 days prior to occupancy for screening and approval. Failure to submit a rental application thirty (30) days prior to the tenant's arrival will result in a \$ 500 penalty to the owner. Repeat renters do not have to pay the \$100 fee but must submit an application form at least thirty (30) days in advance of the tenant's arrival. Failure to file the appropriate forms and fees will result in a \$ 500 penalty. There shall be no more than one vehicle, trucks not allowed, per leased unit. Renters/ Guests/ Visitors are not allowed pets. Additionally, (1) Unit owners with any type of delinquency

extending more than Thirty (30) days will not be eligible to rent their units for a period of One (1) Year. (2) Parking permits are required for all renters' vehicles and any vehicle parked without a proper parking tag is subject to being towed. (3) Each Unit owner is required to submit a Guest Registration Form for any non-paying guest at least thirty (30) days in advance of the guest's arrival. There shall be no more than one vehicle, trucks are not allowed, pets are not allowed, and the guest vehicle must have a valid parking tag. All renters/guests/visitors must abide by the swimming pool rules, the governing documents of the Jupiter Dunes "A" Condominium Association and the Rules and Regulations.

25. Penalty schedule for violations of The Rules and Regulations of The Jupiter Dunes Condominium "A" Association, unless specifically stated:

First Offense – Written warning to the Owner of the Unit.

Second Offense – A fine of \$25.00 will be assessed against the Owner of the unit per specific violation.

Third Offense - A fine of \$50.00 per Offense. Subsequent Offenses of specific violation - \$100.00 up to a maximum of \$1,000.00.

26. Owners may install approved Hurricane Shutters, according to the size and color regulations, after proper application is made to ACC (see Part I –A). Permanent Hurricane Shutters may be closed at any time to protect property. Wooden sheets of plywood may not be installed prior to one week (7days) prior to the arrival of any named storm. The wooded sheet plywood shutters must be removed within one week (7days) after the named storm has passed. Failure to remove or have removed will result in the Association removing them, at the cost to the unit owner.

27. No pets shall be permitted except if approved in writing by the Condominium Association. The Condominium Association shall not approve any pet which when fully grown is reasonably anticipated to weigh more than thirty (30) pounds. All pets must be controlled on a leash while on the Common Elements and owners are responsible for retrieval of pet waste. If any pet becomes annoying to other Unit Owners for any reason, the Unit Owner in whose unit the animal is kept shall immediately cause the problem to be corrected and if the problem is not corrected, after written notification from the Condominium Association, the Unit Owner will no longer be able to keep the animal in his unit or shall be required to take such other steps as the Condominium Association may direct. The Unit Owner shall be responsible for compliance with all rules and regulations pertaining to pets as may be established by the Board of Directors.

28. **Notice to all Owners:** If your Condo unit is not going to be occupied for 72 hours or longer, (1) you must have the water turned off in the unit at the water inlet valve located behind the water heater or elsewhere in the Condo. It should be noted that Florida State Law states under Statues 718.111, section 11, (j) "A unit owner is responsible for the costs of repair or replacement of any portion of the condominium property, not paid by insurance proceeds, if such damage is caused by intentional conduct, negligence, or failure to comply with the terms

of the declaration of the rules of the association by a unit owner, the members of his or her family, the unit occupants, tenants, or invitees without compromise of the subrogation rights of the insurer."

- 29. Condo Sale:** A Unit Owner intending to make a bona fide sale of their condo parcel, or interest therein, shall give the Board of Directors a written notice of intent to sell. A Certificate of Sale Approval shall be issued **only** after the Board of Directors have received all documents.

THE FOREGOING WERE DULY ADOPTED AS THE RULES AND REGULATIONS OF THE JUPITER DUNES CONDOMINIUM "A" ASSOCIATION, INC., A FLORIDA CORPORATION NOT FOR PROFIT, AT THE FIRST MEETING OF THE BOARD OF DIRECTORS. THEY WERE AMENDED AT A BOARD MEETING ON MAY 24, 2012 AND RECORDED.