# No. 1 Condominium Association of Paradise Harbour of North Palm Beach, Inc.



100 Paradise Harbour Blvd. North Palm Beach, FL 33408

paradise100.com

# SALE & LEASE PROCESS, REQUIREMENTS & APPLICATION

Submit Application with \$150 fee per person unless married or family member; payable to JMD Properties, Inc.

Members of the Association are required to complete an Intent to Sell/Lease Form and submit to the property manager <u>PRIOR</u> to listing their unit for sale or lease, including private transactions. Owners are not permitted to sell or lease their unit without a <u>CERTIFICATE OF APPROVAL</u> issued by the Board. Contact information is:

Property Management Company:		Property	Manager:	Bryce Gaff	
JMD Properties, Inc.		Email:		<u>bryce@jmc</u>	dproperties.com
904 SE 5 <sup>th</sup> Avenue		Phone:		(561) 265-3	3272 Ext. 2213
Delray Beach, FL 3348	33	Admin A	ssistant:	Diane Tram	nonte
Office: (561) 265-327	2	Email:		<u>diane@jmc</u>	dproperties.com
After Hours Emergen	cy: (561) 265-3272 Servic	e Phone:		(561) 265-3	3272 Ext. 2216
		PROCESS			
Intent to Sell/Lease	Application & Documents	Sale/Lease Application	Buyer/Re		Upon Board Approval



# SALE & LEASE RULES & REGULATIONS

Members of the Association are required to complete an Intent to Sell/Lease Form and submit to the property manager prior to listing their unit for sale or lease, including private transactions. Owners are not permitted to sell or lease their unit without a Certificate of Approval issued by the Board. Application fee is \$150 per person unless married or family members, payable to JMD Properties, Inc. Process and compliance requirements are:

## **Owner & Realtor Requirements**

- i. Submit an Intent to Sell/Lease form signed by the owner and their realtor prior to listing a unit or entering into a contract for sale or lease.
- ii. Realtors must be notified by the owner that all Contracts for Sale and Lease of units must include an Addendum/Rider for Right of First Refusal on behalf of the Association as stipulated by Association governing documents.
- iii. Once an owner has an Offer to sell or lease their unit, before accepting the Offer, the owner must deliver to the Board of Directors a written notice containing the terms of the Offer and an application completed by the prospective purchaser(s) or tenant(s) and such other supplemental information as is required by the Board of Directors.
- iv. Closing or lease date must be set no earlier than 10 days of date of fully submitted application to the Association to allow for Right of First Refusal to be exercised and contractual requirements to be met by approved buyer/lessee.
   Exceptions can be approved by the Board.
- v. Seller must deliver to prospective buyers (not lessees) copies of the Association's Governing Documents, Budget, Reserves Study, reserves accounting including information regarding future monetary requirements for fully funded budget and other items required in Florida Statutes, Section 718.503.
- vi. Keys must be transferred to new owners for unit door access, clubhouse/pool, gym, mailbox, bike room, storage room and lock. The Association is not responsible for the transfer of keys.
- vii. Owners selling their units with boat slips must disclose their exclusive right to use does not include a deed to the submerged land.

# SALE & LEASE RULES & REGULATIONS

#### Acquired Ownership

Owners who transfer title of their unit for estate planning purposes to a trust where they are the trustee or create a life estate where they are the life estate holder, do not need to obtain a Certificate of Approval from the Association. In the event a unit is transferred as a gift or inherited by someone other than the Unit Owner's spouse, children or parents, the person(s) receiving the gift or the inheritance must submit an application, attend interview, and obtain a Certificate of Approval from the Board. Transfers by gift or inheritance are also subject to the Association's Right of First Refusal and if the Association does not approve of the person(s) so designated; the members will have the opportunity to purchase the unit for cash at the then fair market value of the Unit. Approved transferees through inheritance are permitted to lease their unit immediately in accordance with the same stipulations within this section.

#### **Prospective Buyers and Renters**

- i. Submit completed application package, all required documentation and fee(s).
- ii. All occupants, whether recorded on deed or lease or not, must be listed on the application and agree to all requirements within.
- iii. Trusts must submit Trust documents that disclose all members of the Trust.
- iv. Corporate entities that own a unit must designate the occupants of the unit and the unit voting member.
- v. Assignment of Sale to any other individual is prohibited.
- vi. The Board has the authority to disqualify prospective buyers, corporations, partnerships, LLC's, land trusts, renters, etc. in accordance with Association documents, current screening criteria and as permitted by law.
- vii. Prospective buyers/renters must attend an interview prior to approval of a sale or lease at a mutually agreeable time to be set for weekdays between 8am and 5pm with a Board member. If the buyer is unavailable to attend an interview during the 10-day approval period, the approval period will extend through the interview date.

viii. "Certificate of Approval" from the Association is required prior to taking possession or moving into a unit.

#### Leases and Rentals

- i. Leases are not permitted during the first two (2) years following the date of conveyance or transfer of title or other ownership interest in the unit with the exception of transfer of title through devise or inheritance.
- ii. One lease permitted per 12-month period for a minimum term of three (3) months.
- iii. Maximum of 20% of the building, or 12 units, are permitted to be leased at the same time.
- iv. Owners who are interested in leasing their unit once capacity is reached will be added to a waiting list on a first-come, first-serve basis.
- v. Owner's leasing or renting their unit lose their privileges to the use of association property, common elements and amenities otherwise readily available for use by unit owners for any reason other than as an invited guest or to access their exclusive right to use dock.
- vi. Owners are permitted access to inspect their unit during lease or rental period.
- vii. Any exchange of monies, goods or service constitutes a lease or rental.
- viii. Leases and lease renewals must have Board approval prior to renewal of current lease or moving into a unit.
- ix. Disqualification of renters is within the allowance of the law and Association documents.
- x. Upon lease approval, owners forfeit their parking space and tenant is reassigned parking.
- xi. Taxes and other governmental requirements, if any, associated with leases and rentals are the sole responsibility of the owner.
- xii. Occupants living in a unit without a contractual or monetary obligation are considered renters and subject to the terms and conditions of this section and governing documents.

#### **Occupancy**

All occupants, whether or not recorded on the property deed or lease, are required to complete an application and submit to credit and background checks. Occupancy in individual units cannot exceed the capacity as stated in the ordinance of the Village of North Palm Beach.

#### Parking Space Assignment

- i. Owner and renter spaces are assigned by the Board.
- ii. Spaces are based on seniority of ownership, with the exception of leased units.

#### **Unit Access and Security Keys**

The selling owner is responsible for providing new owners and lessees with all keys, including:

- i. Keys to condo unit, bike room, storage room and mailbox.
- ii. Security keys for the clubhouse, pool, fitness room and laundry rooms.
- iii. Security keys can be reissued for a fee of \$150 each.

## PARADISE HARBOUR INTENT TO SELL/LEASE FORM

For submission upon decision to sell/lease.

Owner Name(s)			UNIT #	
	$\checkmark$ ALL that apply			
Realtor Sale & Multiple Listing (MLS)				
Private Sale to Non-Owner		Listing Price	\$	
Private Sale to Current Owner				
Realtor Sales & Multiple Listing (MLS)				
Private Lease to Current Non-Owner		Monthly Lease	\$	
Private Lease to Current Owner				

## **OWNER SIGNATURE(S)**

I agree to comply with, and abide by, all legal and Association requirements regarding this sale/rental.

**Owner Signature** 

**Co-Owner Signature** 

Date

# REALTOR ACKNOWLEDGMENT

Sales and leases for No. 1 Condominium Association of Paradise Harbour of North Palm Beach, Inc. are subject to RIGHT OF FIRST REFUSAL. Prospective buyer(s)/lessor(s) must be informed their contract will terminate if the Association exercises Right of First Refusal. Broker/ Realtor is required to include an Addendum/Rider to all contracts to include Right of First Refusal. I, as the listing agent of this transaction,

Date

- certify I am a licensed Realtor in the State of Florida.
- will comply with all required applicable laws and Association disclosures and requirements.
- agree to disclose and give explanation of Right of First Refusal to prospective buyers/lessees.
- will include Right of First Refusal Addendum/Rider to Contract of Sale or Lease.
- agree to provide the buyer/lessee with all required documentation as stipulated in No. 1 Condominium Association of Paradise Harbour of North Palm Beach, Inc. documents.
- agree to observe the National and Florida Realtor Code of Ethics.
- will provide all disclosures and documentation required by the Association, State of Florida and related applicable parties and entities.

Realtor Name	Pho	ne
Realtor Signature	Date	2
Broker Name	Ema	il
Office Address		

# PARADISE HARBOUR SELL/LEASE APPLICATION

For submission by seller and/or prospective buyer.

<b>Contractual Informat</b>	tion			
Current Owner(s)				UNIT #
Buyer/Lessee(s)				
Sale Sale Price	\$	Lease (check)	Monthly Lease	\$
Prospective Closing Da	ite	Lease Term	Occupancy Date	
Planned Use for Unit (if	Sale) Full/Part-Time	Lease	Renovation/ Resale	Other
List All Occupants/Othe	•			
Buyer/Lessee Inform	iation (		on the property deed, are required bound to credit and background	
Applicant Name			Phone	
Address			Email	
City/State/Zip				
Years at Current Addre	255	If less th	aan five (5) years provide p	previous address:
I agree to email comm (unless required by Flo Have you been convict	orida Statute) Yes 🖵	No 🗌	I agree to text notifications If yes, felony cha	No nge/explanation:
Co-Applicant Name			Phone	
Address			Email	
City/State/Zip Code				
Years at Current Address       If less than five (5) years provide previous address:				
l agree to email comm (unless required by Flo	Yes	No 🗌	l agree to text notifications	No
Have you been convict	ed of a felony? Yes	No 🗌	If yes, felony cha	rge/explanation:
	ignated Voting Member (R Must be recorded on Prope			

# PARADISE HARBOUR SELL/LEASE APPLICATION

Buyer to submit upon accepted offer from a buyer. Lease applicants submit prior to lease signing.

## Applicant Acknowledgements

I accept and agree to the statements in this Application and understand I am subject to compliance of all governing documents of No. 1 Condominium of Paradise Harbour of North Palm Beach, Inc. I understand my failure to comply with terms and conditions thereof shall be a material default and breech of the Sale/Lease Application which can result in denial of this application. To facilitate consideration of this application of the designated unit in No. 1 Condominium of Paradise Harbour of North Palm Beach, Inc. I attest to/that:

Applicant Statements	Applicant Initials	Co-Applicant Initials
I agree to release Seller of all contractual obligations and Hold Association Harmless if Right of First Refusal is exercised and approved by the Board.		_
I have received the governing documents of the Association.		
I have received the current budget.		
I have received the current Reserves Study.		
I have received the reserves financial accounting.		
The information set forth in this application is factual and true.		
I understand any falsification or misrepresentation of the facts of this application will result in an automatic denial of this application.		
I consent that the Association may make further inquiry concerning this application, particularly of the references provided herein.		
I understand violation of the terms, provision, conditions, and covenants of the governing documents of the Association provides cause for available immediate action as provided therein or by applicable law, or termination of a leasehold under appropriate circumstances.		
I am bound by all Association governing documents including the Declaration of Condominium, By Laws, Articles of Incorporation and Rules and Regulations.		_
I acknowledge we have received all required and requested financial information, reports and information and accept financial responsibility for maintenance fees and assessments, including past, present, and future.		
I agree to receive email communications from the Association Note: OPTIONAL – Email address(es) above will be used for communications.		
I agree to receive text message communications from the Association Note: OPTIONAL – Phone number(s) above will be used for communications.		

Applicant Signature(s)			
Applicant Signature	Co-Applicant Signature		
Print Name	Print Name		
Date	Date		

## PARADISE HARBOUR REALTOR ACKNOWLEDGMENT

To be completed by both realtors of this transaction.

## **Realtor Information**

	Association of Paradise Harbour of N Blvd., North Palm Beach, FL 33408	North Palm	Beach, Inc.	
Current Owner(s)			UN	IT #
Buyer/Lessee(s)				
Seller/Lessor Realtor	Information			
Realtor Name		Phone		
Broker Name		Email		
Office Address				
Buyer/Lessee Realtor	Information			
Realtor Name		Phone		
Broker Name		Email		
Office Address				

## **Realtor Acknowledgment**

Sales and leases for No. 1 Condominium Association of Paradise Harbour of North Palm Beach, Inc. are subject to RIGHT OF FIRST REFUSAL. Prospective buyer(s)/lessee(s) must be informed their contract will terminate if Right of First Refusal is exercised. Broker/Realtor is required to include an Addendum/Rider to all contracts to include Right of First Refusal according to Association Documents.

I certify I am a licensed Realtor in the State of Florida. I agree to disclose and give explanation of Right of First Refusal to prospective buyers/lessees. I will include Right of First Refusal Addendum/Rider to Contract of Sale or Lease. I agree to provide the buyer/lessee with all required documentation as stipulated in No. 1 Condominium Association of Paradise Harbour of North Palm Beach, Inc. documents. I agree to observe the National and Florida Realtor Code of Ethics and will provide all disclosures and documentation required by the Association, State of Florida Statute and related applicable parties and entities.

Owner Realtor Signature	Buyer/Lessee Realtor Signature
Print Name	Print Name
Date	Date

# **CREDIT & BACKGROUND CHECK APPROVAL**

# BACKGROUND CHECK CONSENT TO OBTAIN CONSUMER REPORT ON SUBSCRIBER,

I/we understand that you may obtain consume reports that relate to my credit and/or criminal history. This information will, in whole or in part, be obtained from AISS, a Sterling Infosystems Company, 6111 Oak Tree Blvd, 4th floor, Independence, OH 44131, telephone 800-853-3228. I/we understand that you may be requesting information from various federal, state and other agencies or institutions, which maintain public and non-public records concerning my past activities relating to my credit and/or criminal history. This information will be reviewed by the Association and may be reviewed by a unit owner if it is a rental/lease.

I/we authorize, without reservation, any party, institution, or agency contacted by AISS to furnish the abovementioned information.

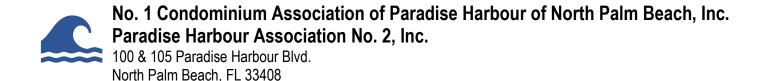
Applicant Signature	Co-Applicant Signature
Print Name	Print Name
Date of	Date of
Birth*	Birth*
Social	Social
Security #	Security #
Alias/Other	Alias/Other
Name	Name
Current	Current
Address	Address
City/State	City/State
Zip	Zip

\*Date of Birth is needed to obtain accurate records. If international, provide your passport number.

**California, Minnesota & Oklahoma Applicants Only:** Please check here to have a copy of your consumer report sent directly to you.

#### Notice to California Applicants:

Under Section 1786.22 of the California Civil Code, you have the right to request from AISS, upon proper identification, the nature and substance of all information in its files on you, including the sources of information, and the recipients of any reports on you, which AISS has previously furnished within the two year period preceding your request. You may view the file maintained on you by AISS during normal business hours. You may also obtain a copy of this file upon submitting proper identification and paying the costs of duplication services. Upon making a written request, you may receive a summary of your report via telephone.



## **EXERCISE ROOM WAIVER AND RULES & REGULATIONS AGREEMENT**

To be completed by each applicant.

All users of the exercise room and equipment are required complete this form and abide by the Rules and Regulations stated within this agreement and signage posted in the exercise room. Please communicate with the property manager directly regarding questions or use.

Name	UNIT #	
		1

In consideration of my use of the exercise equipment and facilities provided by the Paradise Harbour Pool and Facilities, I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the Paradise Harbour Pool and Facilities and their governing associations and its insurers, employees, officers, directors, and associates, shall not be liable for any damages arising from personal injuries (including death) sustained by me on or about the premises, or as a result of the use of the equipment or facilities, regardless if whether such injuries result, in whole or in part, from the negligence of the Paradise Harbour Pool and Facilities.

I have read and agree to abide by all of the rules and conditions set forth below and in the exercise room and thereby apply for membership and a key to the exercise room at the Paradise Harbour Pool and Facilities.

I further attest that I am over the age of 18 and have provided a copy of my driver's license proving my age and identity.

## **PART 1 – WAIVER AGREEMENT**

By execution of this Agreement and by signing in the spaces provided, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me and I hereby fully and forever release and discharge the Paradise Harbour Pool and Facilities and their governing associations, it's insurers, employees, officers, directors, managers and associates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out of the use of said equipment and facilities.

#### I understand and agree to all of the following statements:

Users must agree to the following and agrees to follow all the rules associated with the use of this room.

- I agree to indemnify and hold the Paradise Harbour Pool and Facilities and their governing associations harmless against all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me.
- I agree to be solely responsible for the safety and well-being of myself and I understand that the Paradise Harbour personnel, owners and their governing associations do not provide supervision, instruction, or assistance for the use of the facilities and equipment, with the exception of instructional wall posters and occasional equipment training, where attendance is suggested.
- I Agree to refrain from using any equipment in a manner inconsistent with its intended design and purpose.
- I understand and acknowledge that the use of exercise equipment involves risk of serious injury, including permanent disability and death.
- I understand and agree that the Paradise Harbour Pool and Facilities and their governing associations, are not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.
- I understand and agree that the use of the facilities and equipment is only to be undertaken on personal time, and that the use of the facilities and equipment is not within the course or scope of their employment

# EXERCISE ROOM WAIVER AND RULES & REGULATIONS AGREEMENT PART 2 – RULES & REGULATIONS AGREEMENT

- The hours of use of the exercise room are daily from 7:00 a.m. until 10:00 p.m.
- One key will be issued per unit. This key remains the exclusive property of the condominium associations and must be surrendered upon demand by the association board.
- Approved users will not give or lend their key to anyone, and they will not hold open the door for anyone.
- No one may enter the room without a legally obtained key from the association after agreeing to and signing a waiver agreement.
- Children under the age of 16 are not permitted to enter the room or use the equipment without adult supervision and may only use equipment if it is in accordance with the manufacturer's guidelines for age.
- A supervising adult must accompany children under the age of 18.
- Proof of age must be presented upon request.
- Owners who sell or vacate their unit, must return their key to the board of directors or will be responsible for the \$150 key replacement cost for a lost key. Should someone gain access with a lost key, that person will be considered trespassing and prosecuted under the criminal trespass laws.
- Upon ending or termination of a lease, sale of the unit and/or moving off the property, the key must be returned to the manager. If it is not returned, the owner of the rented unit, remaining occupant or purchaser of the unit will be held responsible for the \$150 key replacement cost.
- Improper use of the key, failure to turn in the key and all violations of these rules will result in a \$100 per day fine in accordance with Florida Statute 718.
- Duplicate key issuance will require signing a new waiver and agreement and paying current replacement cost for a new key.

## Users of the Exercise Room:

- Must enter through the back door by the pool and then enter the exercise room with their assigned key.
- Must bring a towel to use between yourself and any sitting equipment and/or if you perspire heavily on cardio equipment.
- Must close the door to the exercise room after entering and keep the door shut while inside.
- Use of fitness center is at your own risk. There is no instructor, supervisor or trainer on duty.
- Do not open the door for other people. They must use their own key.
- Turn out the lights in the exercise room when leaving. The bathroom lights are automatic. Fans will stop automatically. Do not attempt to turn them off.
- Do not interfere with surveillance cameras or equipment. This infraction could revoke your use privileges.
- The air conditioner is pre-set, automatic and the controls are not accessible.
- Any attempt to change the temperature will result in a fine or removal of privileges or both.
- The fans may be used for additional cooling in the room.
- Read all the instructional equipment posters displayed on the walls of the exercise room.
- Use your personal cell phone for emergency use. No telephones are available.
- Do not use your cell phone for any non-emergency use while in the exercise room. Leave the room to make or receive a call.
- Contact your physician before starting any exercise program and follow his/her and suggestions.
- Wear rubber soled athletic shoes and proper attire for the equipment you use.
- Do not wear loose-fitting clothes or jewelry that could become caught on the equipment.
- Do not wear loose-fitting clothes or jewelry that could become caught on the equipment.

# EXERCISE ROOM WAIVER AND RULES & REGULATIONS AGREEMENT PART 2 – RULES & REGULATIONS AGREEMENT

(continued)

- Do not use the equipment if you are taking any medication that says the medication may cause drowsiness or if you are not feeling well, feel drowsy or have impaired judgment.
- Smoking is not permitted in the exercise room or anywhere in the recreation facility.
- No food or drink is allowed in the exercise room with the exception of a plastic water bottle with a tight-fitting cap.
- No alcohol.
- No chewing gum or chewing tobacco.
- No boom boxes or music is allowed without the use of headphones.
- The TV is for the enjoyment of all people in the room, and you must be respectful and select a mutually agreeable TV station.
- Read all the instructional equipment posters displayed on the walls of the exercise room and follow the instructions carefully.
- Do not use the piece of equipment unless you fully understand the instructions.
- Use the equipment for its intended purpose only.
- Return all weights to the rack after use.
- Do not drop or Bang free weights or machine weight stacks.
- Do not move or modify the equipment in any manner whatsoever.
- Do not combine pieces of equipment changing its intended use.
- Do not bring in any personal equipment to be used in conjunction with the provided equipment.
- Make sure the treadmill is turned off and the walking belt is not in motion before you step on or off it. You must verify the "off" position. This is a high injury item.
- Put an "out of order" sign (provided in the exercise room) if you feel any equipment is not functioning properly and notify your property manager.
- Wipe down all equipment after use with the wipes provided for this purpose.
- Put all trash in the trash containers.
- Take all personal items with you.
- Turn off the TV and leave the channel selector and it's designated space by the TV set.
- Complete the wall chart with information on the equipment you used.
- Make sure that the doors are locked when leaving.

# I HAVE READ THE FOREGOING EXERCISE ROOM WAIVER AND RULES AND REGULATIONS AGREEMENTS AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.

Signature	
Print Name	
Date	

***** THIS PAGE FOR ASSOCIATION USE ONLY *****			
Application Date Received	Board Approval Date		
Received By	Board Approval (names)		
Application Verification Date	Checklist Completion — Date — Date		
Interview Notes			

Document Checklist			
Sales & Lease Submissions/Documentation		Sale Only - Association Documentation/Information	
Sale/Lease Application		Property Management Intro Letter	
Sale/Lease Contract (copy)		Declaration of Condo	
\$150 Application Fee		By-Laws	
Driver License (color copy)		Rules & Regulations	
Vehicle Registration (copy)		Reserves Study	
Background & Credit Check Form		Owner Portal Access	
Fitness Room Waiver		paradise100.com Access	
Certificate of Appointment of Voting Member (if applicable)		Text Service Approval	
Kayak Rack Application (if applicable)		Dockage Agreement (if applicable)	
Pet Policy & Request Form (if applicable)		Interview Date	
HO6 Policy COI w/PH Certificate Holder		Parking Space Assigned (Kim) #	E

# \*\*\*\*\* THIS PAGE FOR ASSOCIATION USE ONLY \*\*\*\*\*