

VIA DEL MAR CONDOMINIUM ASSOCIATION, INC.

Instructions For Sale/Lease Application Form

1. Fill in the application and security resident registration sheet completely. If the application is not completely filled out it will be returned. The Disclosure Summary, Rules and Regulations and Occupancy of Units and Lots should be initialed on the bottom of each page by the prospective Purchaser/Lessee. A copy shall be provided to the Purchaser/Lessee.
2. A fully executed copy of the Sales Contract or Lease Agreement must accompany the application.
3. A copy of driver's license of each applicant MUST be included. Vehicle Registration must also be included.
4. Complete this form and return with a processing fee of \$100 payable to Harbor Management. RETURN THIS PAPERWORK, CONTRACT AND FEE. DO NOT EMAIL.
5. After closing (if sale) a copy of the recorded deed must be provided to Harbor Management at the address noted below by the closing agent, i.e. title company or attorney.
6. The application for Lease or Sale and Occupancy along with all information, and materials requested therein must be completed, executed, and submitted to the Association at the address below at least fourteen (14) days prior to the expected date of occupancy. A lease or sale is VOID, and no unit may be occupied by the respective lessee(s) or buyer(s) without the prior written approval of the Board of Directors for the Association.
7. All approvals of sale and leases are conditioned upon the current owner of the subject property being in compliance with the provisions of the Association's governing documents, including, without limitation, the payment of any sums of money owed the Association, and compliance of the subject property with the terms and conditions of the Association's governing documents.
8. An interview is required. You will be contacted for the interview.

Submit completed package to:

Harbor Management of South Florida
641 University Blvd. Suite 205
Jupiter, FL 33458
(561) 935-9366

Thank you.
Board of Directors
Via Del Mar Condominium Association,

VIA DEL MAR CONDOMINIUM ASSOCIATION, INC.

Harbor Management of South Florida
641 University Blvd. Suite 205
Jupiter, FL 33458
www.harborfla.com
Phone: 561-935-9366 Fax 561-624-7465

APPLICATION FOR RESIDENCY

PLEASE PRINT OR TYPE ALL INFORMATION ON THESE FORMS

Property Address: _____

Closing Date: _____ (or) Rental Period: From _____ to _____

[] APPLICATION FOR PURCHASE

I/We acknowledge receipt of the following:

Provided by Seller: Declaration of Covenants and Restrictions
Articles of Incorporation
Bylaws
Amendments to the above

Provided by Association: Rules and Regulations

All of these documents are sometimes collectively referred to as the "Governing Documents."

I/We agree to observe and abide by the terms and conditions stated in the Governing Documents.

Signature of Purchaser

Date

Signature of Co-Purchaser

Date

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[] **APPLICATON FOR LEASE**

I/We acknowledge receipt of the following:

Provided by Owner: Rules and Regulations

I/We understand that in addition to the above, the property is also subject to restrictions, terms and conditions in the Association's Declaration of Covenants and Restrictions, Articles of Incorporation, Bylaws, and any Amendments thereto. All these documents are sometimes collectively referred to as the "Governing Documents."

I/We understand and agree that restrictions in the Governing Documents provide, among other things, that I/We may only use my/our Unit or Lot for residential purposes and no business use is allowed.

I/We agree to observe and abide by the terms and conditions stated in all of the Governing Documents of the Association.

Signature of Lessee

Date

Signature of Co-Lessee

Date

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CURRENT PROPERTY OWNER INFORMATION

Name: _____ Telephone: _____

Current Mailing Address: _____

Email Address: _____

New Mailing Address: _____

New Telephone Number: _____

APPLICANT(S) INFORMATION Active Military Yes No

1. Name: _____

Marital Status: _____

Date of Birth: _____ Current Telephone Number: _____

Email Address: _____

Present Address: _____

How long at this address: _____ If less than one-year, previous address:

2. Co-Applicant's Name: _____

Marital Status: _____

Date of Birth: _____ Current Telephone Number: _____

Email Address: _____

3. Names and Ages of Children: _____

4. Will there be occupants other than the Applicant and Co-Applicant: Yes [] No []

If yes, name(s), relationship, and age(s): _____

5. Applicant's Employer: _____ Telephone: _____

Position: _____ Supervisor: _____

How long employed: _____ If less than one-year, previous employer:

6. Co-Applicant's Employer: _____ Telephone: _____

Position: _____ Supervisor: _____

How long employed: _____ If less than one-year, previous employer:

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7. Vehicle #1 Make: _____ Model: _____ Tag: _____
 Vehicle #2 Make: _____ Model: _____ Tag: _____
 Vehicle #3 Make: _____ Model: _____ Tag: _____
 Vehicle #1 Registration: _____
 Vehicle #2 Registration: _____
 Vehicle #3 Registration: _____

8. Do you have any of the following: **YES** **NO**

Truck or Van no trucks overnight	[]	[]
Commercial Van or Truck	[]	[]
Motorcycle or Moped	[]	[]
Boat	[]	[]
Trailer	[]	[]
Motor Home	[]	[]
Camper	[]	[]
Recreational Vehicle	[]	[]
Bus	[]	[]

9. If the answer to any of the Vehicles referred to in Number 8 is “yes”, please state where the Vehicle(s) shall be stored/parked:

10. Pets:
 Type: _____ Breed: _____
 Weight: _____ Age: _____ Color: _____
 Please provide copy of vet records and a picture. 25-pound max weight.

11. Personal References:
 Name: _____ Phone: _____
 Address: _____
 Email Address: _____
 Name: _____ Phone: _____
 Address: _____
 Email Address: _____

12. Name of Real Estate Company representing you (if applicable): _____

13. Name of Agent: _____ Agent’s Telephone #: _____

14. Name of Closing Agent i.e. Title Company or Attorney: _____
 Telephone #: _____ Email Address: _____

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PROPERTY COMPLIANCE AND INFORMATION FOR SALES AND LEASES

1. The Seller/Lessor and prospective Buyer/Lessee acknowledge and agree that as part of the Association’s approval process, the Association will enter upon the Unit and/or Lot and the Unit and/or Lot will be inspected by the Association prior to closing or commencement of the Lease to ensure compliance of the Unit or Lot with the Governing Documents. The Association shall provide the Seller/Lessor with a copy of any written report detailing all items of non-compliance and provide it to the agents handling the closing or lease transaction. Such a report shall also be disclosed as part of the Association’s estoppel information given for closing. No sale shall take place or residency under a lease commences until such inspection is completed and the Unit or Lot is brought into compliance with the Governing Documents as determined in the discretion of the Association.

CONSUMER CREDIT REPORT OF APPLICANT(S)

I/WE UNDERSTAND THAT AS CONSIDERATION FOR RESIDENCY, A CONSUMER CREDIT REPORT MAY BE OBTAINED AND BY SIGNING THIS APPLICATION, I/WE HEREBY AUTHORIZE ASSOCIATION TO OBTAIN A CONSUMER CREDIT REPORT THROUGH A CREDIT REPORTING COMPANY CHOSEN BY ASSOCIATION. I/WE UNDERSTAND AND AGREE THAT ASSOCIATION INTENDS TO USE MY/OUR CONSUMER CREDIT REPORT FOR PURPOSES OF EVALUATION AS A POTENTIAL RESIDENT IN VIA DEL MAR CONDOMINIUM. **SOCIAL SECURITY #:** _____ - - _____

SECURITY BACKGROUND CHECK OF APPLICANT(S)

I/WE UNDERSTAND THAT AS CONSIDERATION FOR RESIDENCY, A NATIONWIDE LAW ENFORCEMENT BACKGROUND INVESTIGATION IS REQUIRED AND THAT I/WE ARE REQUIRED TO complete the online application and pay the on-line fee.

- 1. Has applicant or co-applicant ever been convicted of, pled guilty to, or pled no contest to a felony involving violence to persons, violence to property, sale/distribution/use of controlled substance, dishonesty/moral turpitude, or any crime requiring registration as a registered sexual offender or sexual offender in any state? _____yes _____no
- 2. Has the applicant or co-applicant been convicted of, pled guilty to, or pled no contest to any felony in the past 10 years? _____yes _____no
- 3. Is the applicant or co-applicant presently awaiting trial on any criminal offense? ___yes ___no

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IF YES TO ANY OF THE ABOVE, GIVE APPLICANT'S NAME, DATES, NAME OF COURT AND DETAILS OF CONVICTION: _____

ACKNOWLEDGEMENT

By signing below, Applicant, Co-Applicant, and Owner(s) hereby certify:

1. That Applicant(s) agree on behalf of all persons who may use the Unit, which they seek to purchase/lease for themselves, to abide by Association's Governing Documents, including the Declaration of Covenants and Restrictions of Via Del Mar Condominium Association, Inc., the Rules and Regulations, all amendments thereto, and all applicable Florida Statutes.
2. Applicant(s) and Owner(s) agree that all the information contained in this Application is true and complete and that any false or misleading information given in this Application constitutes grounds for rejection of this Application and revocation of Applicant(s) right to reside on this property.
3. That Applicant(s) give my/our authorization for the Association, through its agents or assigns, to obtain a nationwide law enforcement background investigation report and a consumer credit report for Applicant(s).
4. That no persons other than those listed on this Application will reside in the Unit and Applicant(s) and Owner(s) agree that anyone moving into the Unit later will be registered with the Association and a background investigation and credit check done at the Applicant's expense.
5. That Owner(s) hereby authorizes the Association, through its agents and or assigns, to enter upon the Lot and Unit to conduct an inspection to ensure compliance with the Governing Documents and such entry shall not be deemed a trespass.
6. That Owner(s) hereby authorizes the Association to evict a Lessee at Owner(s) expense in any case where the Lessee fails to abide by the Declaration and/or Rules & Regulations of Via Del Mar Condominium Association, Inc.
7. That Owner(s) is responsible for the Lessee and/or guests of such Lessee, regarding violation fines, costs related to damages to common or community property and fees paid to the Association's attorney relating to Lessee and/or guests of such Lessee.

THIS APPLICATION PACKAGE FOR SALE OR LEASE IS EXECUTED BY THE PARTIES ON THE DATES SPECIFIED BELOW. IF ANY PARTY DOES NOT UNDERSTAND THIS APPLICATION, THE PARTY SHOULD SEEK LEGAL ASSISTANCE.

We declare the above information to be true and correct.

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APPLICANT(S):

Signature of Applicant

Date

Printed Name of Applicant

Signature of Co-Applicant

Date

Printed Name of Co-Applicant

OWNER(S):

Signature of Owner

Date

Printed Name of Owner

Signature of Owner

Date

Printed Name of Owner

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VIA DEL MAR CONDOMINIUM ASSOCIATION, INC.

Harbor Management of South Florida
641 University Blvd. Suite 205
Jupiter, FL 33458
(561) 935-9366

RULES AND REGULATIONS

Welcome to VIA DEL MAR! Whether you are a new homeowner, a seasonal renter, or visiting guest, the Via Del Mar Community wishes you an enjoyable and pleasant stay. The Rules and Regulations listed below are intended to be helpful information to all residents in our community, the foundation and basis of which are found in our Declaration and Bylaws. If you have other questions or concerns not addressed here, please contact Jupiter Management Company during regular business hours M-F at the number listed above.

1. Leasing / Seasonal Rentals- No owner may dispose of a unit or any part of a unit without the Approval of the Board of Directors. All Lease agreements must be submitted to the Board for approval 30 days prior to contractual agreement. Declaration 12:1 (b) 12:2
2. Unit Owners are responsible for providing a fully executed lease, and a completed VDM lease questionnaire to the Management Company and the Board of Directors BEFORE occupancy. There is a \$100.00 lease fee per lease. (Interview Guideline Questionnaire will be provided by the Management Company)
3. Children are welcome in the community as members of resident families and as guests. As with all residents and visitors, conduct by all who reside in your home at any time is the Responsibility of the Owner or Leasehold Occupant. (Declaration 11.8)
4. No pets over 25 lbs. are permitted without the specifically written approval of the Board of Directors. Pets outside units or on condominium grounds must be leashed. Waste shall be picked up and disposed of in a proper manner. Pets shall not be allowed to create or cause disturbance or nuisance of any kind. (Declaration 11.9)
5. No awnings, canopies antennas, or satellite dishes may be erected or affixed to any unit without prior approval and the written consent of the Board of Directors. (Declaration 6.1 and Bylaws 9.3)
6. No Laundry, Beach Towels or Clothing shall be hung out to dry on Unit Walls or any Common Element. (Bylaws 9.5)
7. No Boats, Trailers, Trucks, RV Campers, Commercial Vans or Motorcycles shall be stored or permitted on Condominium Property. All Automobiles must be parked in areas

designated for such, to include garage, driveway and guest parking only. (Declaration 11.3; Bylaws 9.1)

8. Pool Rules are posted at the Swimming Pool. Babies MUST wear diapers designated for swimming. Pool Keys are for use of residents and accompanied guests only. The pool gate should be closed after entering and exiting the pool area.
9. Parking is prohibited as follows: All Common Areas, Turn-around Areas and any Prohibited Area which includes all Grass in front and beside units. Violators can be towed without notice per Florida Statute 718. No overnight parking is permitted. Overnight is considered between 12:30 a. m. and 6:00 a. m. (Bylaws 9.10/11 Use Restrictions)
10. Electric Service Must be always provided to operate the outside lights and irrigation controller. Water MUST be provided at all times to the irrigation systems. Any repairs or landscape replacement as the result of deliberate cessation of one or both services will be the financial responsibility of the owner/tenant who caused the problem. (Declaration 6.3)
11. Any Repairs, Alterations, Additions to Units, Common and Limited Common Areas MUST file an application of request, have review by the Architectural/Landscaping Committee and Final Written Approval of the Board of Directors BEFORE any changes commence (Declaration 6.3 b)
12. Hurricane/Tropical Storm- Each Unit Owner or Resident shall prepare his/her Unit when a designated hurricane or tropical storm threatens Via Del Mar by ensuring the following: Remove all furniture, potted plants and other moveable objects from yard, patio and deck. Should a Unit Owner be out of town, a designated person or firm to oversee preparation and care post storm should be assigned. (Declaration 6 pg. 17-21)

The Association Manager is solely an agent of the Board of Directors and shall be responsible for activities concerning the Common and Limited Areas only.

I have read, understand and agree to abide by the Association Rules and Regulations outlined above.

Signed: _____ Address: _____

Date: _____