



BANYAN
PROPERTY MANAGEMENT, INC.

Dedicated to Your Community

**PALM BEACH PLACE CONDOMINIUM
ASSOCIATION**

APPLICATION PROCEDURES FOR PURCHASE

1. Upon completion of association application for lease packet, submit your packet to:

PALM BEACH PLACE CONDOMINIUM ASSOCIATION

1780 Windorah Way

West Palm Beach, FL 33411

Office: 561-684-3500 Fax: 561-684-4864

2. Submit your application with the required, non-refundable application fee in money order **cashier's check ONLY for \$100.00 payable to Palm Beach Place Condominium, Inc.**
3. Submit with your resident form and copy of your lease agreement, signed by all parties and a legible copy of your driver's license or ID.
4. If not a U.S. citizen, submit a legible copy of your passport or visa attached to the application.
5. Application fee covers application process only. **"No Certificate of Approval Needed for Purchases"**. Estoppels or PUD questionnaires are not included in the application fee.

****ONCE YOU HAVE CLOSED PLEASE FAX A COPY OF YOUR WARRANTY DEED AND SETTLEMENT STATEMENT TO THE FAX NUMBER BELOW****

PALM BEACH PLACE CONDOMINIUM ASSOCIATION, INC.

RESIDENT INFORMATION FORM

PALM BEACH PLACE CONDOMINIUM ASSOCIATION
1780 WINDORAH WAY WEST PALM BEACH FL 33411
Office 561 684 3500 Fax 561 684 4864

PALM BEACH PLACE CONDOMINIUM ASSOCIATION, INC.

RESIDENT INFORMATION FORM

ADDRESS: _____ DATE: _____

OWNER NAME(S): _____

Is this your Primary Residence? YES NO is this a second home? YES NO

LOCAL PHONE # _____ WORK PHONE: _____

CELL: _____

MAILING ADDRESS (IF DIFFERENT THAN UNIT) :

OUT OF STATE PHONE #: _____ OUT OF WORK # _____

EMAIL ADDRESS: _____

IS THIS UNIT LEASED: _____ YES _____ NO

TENANT NAME (S) _____

TENANT HOME #: _____

LEASE DATES FROM/TO: _____

INCLUDE COPY OF LEASE OR SALES CONTRACT.

LIST OTHER OCCUPANTS:

NAME	AGE	RELATIONSHIP
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1) _____

2) _____

VEHICLES IDENTIFICATION:

MAKE :	MODEL	YEAR	COLOR
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LICENSE#	STATE:	AGE
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1) _____

2) _____

****ATTACH COPY OF DRIVERS LICENSES OR ID FOR EACH OCCUPANT:**

Signature

Date

PALM BEACH PLACE

INSTRUCTIONS FOR TENANT LEASE APPLICATION

Attention Owners: **PALM BEACH PLACE**

You are responsible to make sure you and or your Realtor is aware that an application for new residents is required. The only way to keep a community safe is to know who lives here and I need the help of the owners to abide by the Rules and Regulations.

Documents Required:

Landlord **Must** have their Lessee fill out the Palm Beach Place lease application which can be found on Banyan Property Website www.banyanproperty.com
\$100.00 application fee
Lease fully executed
Drivers License(s) photo ID copy
Credit report and Background check

Leasing Restrictions:

- ◇ Owners are to ensure that their tenants are familiar with the governing Rules & Regulations and are accountable for their actions.
- ◇ Unit Owner must not have any open violation(s) closed and account paid current by the time of approval.
- ◇ Owners are responsible to alert Realtors of the application procedure

The tenant cannot move in without an interview with the Property Manager at least five days before moving into the unit. If any renter moves in the unit before approval may cause the landlord a violation of the Rules of this document.

*****Application will NOT be accepted without the required fees*****

Submit the entire packet to: Palm Beach Place
1780 Windorah Way
Management Office on site.
West Palm Beach, FL 33411
Monday through Friday between 10:00 a.m. and 4:00 p.m.

Direct all inquiries regarding this application to: Chet.pietzak@banyanproperty.com

Sincerely,

Chet Pietrzak
Property Manager LCAM
For the Board of Directors

PALM BEACH PLACE CONDOMINIUM ASSOCIATION, INC.

STATEMENT OF UNDERSTANDING AND ACCEPTANCE OF THE RULES AND REGULATIONS OF THE PALM BEACH PLACE CONDOMINIUM ASSOCIATION.

RE: _____ DATE: _____

I _____

AND _____

Do hereby certify that I/WE have read and do understand all the rules and regulations of the PALM BEACH CONDOMINIUM ASSOCIATION, and further that I/WE accept, and will abide by them.

I/WE understand that the BOARD OF DIRECTORS OF THE PALM BEACH PLACE CONDOMINIUM ASSOCIATION, may promulgate new rules, or change existing ones as they may deem necessary for the safe and quiet enjoyment of all the residents of the PALM BEACH PLACE CONDOMINIUM ASSOCIATION.

Signature of Unit Owner/Tenant/Resident _____

Signature of Unit Owner/Tenant/Resident _____

PALM BEACH PLACE CONDO ASSOCIATION INC.
c/o BANYAN PROPERTY MANAGEMENT INC.
2328 S. CONGRESS AVENUE, SUITE 1-C
WEST PALM BEACH, FL 33406

This is a friendly reminder in regards to Rules and Regulations of the Homeowners Association. Condominium living imposes a different standard of obligations. Owners and Renters can be fined for violations.

Patios must be kept clean and neat.

No mops, buckets, laundry, rugs, paint cans, etc.

Only furniture designed for outdoors is permitted. No indoor furniture i.e.: stuffed sofas, chairs, etc.

Electric grills are permitted on 2nd floor balconies.

Charcoal is permitted on ground floor only and must be used 10 feet away from the building.

Gas Grills and Tanks are strictly forbidden. This is a Fire Hazard.

No storage of flammables are permitted anywhere on property.

No Trashcans or Garbage bags are permitted outside units.

No bikes or personal items are permitted in hallways/breezeway.

Bring Trash to dumpsters.

Bulk pick up is on Thursday. Leave it next to dumpster, not in dumpster. (Furniture, Large items).

Noise: Please keep volume down. Music, TV, Voices, Dog Barking.

Palm Beach Law states no loud music from your unit or the parking lot after 11:00 p.m.

Everyone is entitled to quiet enjoyment of his or her home.

No Loitering and Littering.

Palm Beach Place does not allow gathering outside your unit.

No Alcohol or Illegal Drugs is permitted outside of your Unit.

Children cannot play in the parking lot, it is too dangerous.

Pool: No ONE under the Age of 14 will be permitted without Parental Supervision.

There is a limit of two (2) guests per family in the Pool area.

Satellite Dish:

Anyone getting a Satellite dish needs approval from Management, any dish need to be installed on a removal platform. The dish cannot be attached to common grounds (building, grass railing, patio, balcony, and anything outside the unit is common ground) Any questions, please ask.

Parking Permits:

Parking Permits are required and are issued to registered owners and tenants.

Please be aware that we have a towing policy for cars not registered and permitted.

**RULES AND REGULATIONS FOR
PALM BEACH PLACE, A CONDOMINIUM**

1. The sidewalks, entrances, passages, lobbies and hallways and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property or Common Elements; nor shall any carts, bicycles, carriages, chairs, tables or any other objects be stored therein, except in areas (if any) designated for such purposes.
2. The personal property of Unit Owners and occupants must be stored in their respective Units.
3. No articles other than patio-type furniture shall be placed on the balconies, patios or other Common Elements. No linens, cloths, clothing, bathing suits or swimwear, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, balconies, terraces or other portions of the Condominium or Association Property.
4. No Unit Owner or occupant shall permit anything to fall from a window or door of the Condominium or Association Property, nor sweep or throw from the Condominium or Association Property any dirt or other substance onto any of the balconies or elsewhere in the Building or upon the Common Elements.
5. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the company or agency providing trash removal services for disposal or collection shall be complied with. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.
6. Employees of the Association are not to be sent out by Unit Owners or occupants for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.
7. No repair of vehicles shall be made on the Condominium Property.
8. No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, or on upon any part of the Condominium or Association property, except signs used or approved by the Developer or the Board of the Association. Additionally, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the Building or on the Common Elements, without the prior written consent of the Board of Directors of the Association. Notwithstanding anything herein or in any of the Condominium documents to the contrary, any Unit Owner may display one (1) portable, removable United States flag in a respectful way; and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day any Unit Owner may display in a respectful way portable, removable official flags, not larger than 4.5 feet by 6 feet that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.
9. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Elements.
10. A Unit Owner or occupant shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Building. Curtains and drapes (or linings thereof) which face on exterior windows or glass doors of Units shall be white or off-white in color, or otherwise shall require the prior written approval of the Board, failing which, they shall be removed and replaced with acceptable items. Notwithstanding anything herein or in any of the Condominium documents to the contrary, any Unit Owner may display one (1) portable, removable United States flag in a respectful way; and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day any Unit Owner may display in a respectful way portable, removable official flags, not larger than 4.5 feet by 6 feet that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.
11. No air-conditioning units may be installed by Unit Owners or occupants. No Unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass, unless approved, in advance by the Board of Directors in writing. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.
12. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them with

these Rules and Regulations and all other rules and regulations of the Association. Loud noises will not be tolerated. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing the recreational facilities.

13. No pets may be left unattended anywhere within the Common Elements of the Condominium. Further, no pets may be within the Common Elements of the Condominium, unless they are on a leash, which is a maximum of six (6) feet long. No pets are allowed on the pool deck, even with a leash.

14. Every Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner or occupant of the infraction or infractions. Included in the notice shall be a date and time of the next Board of Directors meeting at which time the Owner or occupant shall present reasons why penalties should not be imposed. A committee of other Unit Owners shall also be present in addition to the Board of Directors in order for the committee to review the infraction and penalty.

(b) Hearing: The non-compliance shall be presented to the Board of Directors after which the Board of Directors, and a committee of other Unit Owners, shall hear reasons why penalties should not be imposed. A written decision of the Board and committee shall be submitted to the Owner or occupant by not later than twenty-one (21) days after the meeting.

(c) Fines: The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time. Notwithstanding the foregoing, if the committee of Unit owners described above does not agree with the fine, the fine may not be levied.

(d) Violations: Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.

(e) Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.

(f) Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such owner or occupant.

15. These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium, provided that the provisions of same shall control over these rules and regulations in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted. Anything to the contrary notwithstanding, these rules and regulations shall not apply to the Developer, nor its agents or employees and contractors, nor to the Units owned by the Developer. All of these rules and regulations shall apply to all other owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners from specific rules and regulations upon written request therefore and good cause shown in the sole opinion of the Board.

HALIBRARY\Clients\Paramount\Palm Beach Grande\Condo Docs\Rules and Regulations (01).doc



STATE OF FLORIDA • PALM BEACH COUNTY

I hereby certify that the foregoing is a true copy of the record in my office.

THIS 17 DAY OF March 2007

SHARON R. BOCK
CLERK & COMPTROLLER

By M. Meridala
DEPUTY CLERK

reasonable, deal with the condemnation in such reasonable manner as it determines to be appropriate under the circumstances.

17. Occupancy and Use Restrictions. In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

- 17.1 Occupancy. Each Unit shall be used as a residence only. A Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, and such persons' families, provided that the Unit Owner or other permitted occupant must reside with his/her family: (i) the individual Unit Owner, (ii) an officer, director, stockholder or employee of such corporation, (iii) a partner or employee of such partnership, (iv) the fiduciary or beneficiary of such fiduciary, or (v) permitted occupants under a lease or sublease of the Unit (as described below), as the case may be. Occupants of a leased or subleased Unit must be the following persons, and such persons' families who reside with them: (i) an individual lessee or sublessee, (ii) an officer, director, stockholder or employee of a corporate lessee or sublessee, (iii) a partner or employee of a partnership lessee or sublessee, or a fiduciary or beneficiary of a fiduciary lessee or sublessee. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom and one (1) person per den (as defined by the Association for the purpose of excluding from such definition living rooms, dining rooms, family rooms, country kitchens and the like). The Board of Directors shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above. The provisions of this Section 17.1 shall not be applicable to Units used by the Developer for model apartments, guest accommodations, sales offices or management services.

As used herein, "family" or words of similar import shall be deemed to include a spouse, children, parents, brothers, sisters, grandchildren and other persons permanently cohabiting the Unit as or together with the Owner or permitted occupant thereof. As used herein, "guest" or words of similar import shall include only those persons who have a principal residence other than the Unit. Unless otherwise determined by the Board of Directors of the Association, other than family of the Unit Owner or other person(s) who permanently cohabitates in the Unit with the Unit Owner, occupying a Unit for more than one (1) month shall not be deemed a guest but, rather, a person shall be deemed a lessee for purposes of this Declaration (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of this Declaration which apply to lessees. The purpose of this paragraph is to prohibit the circumvention of the provisions and intent of this Section 17 and the Board of Directors of the Association shall enforce, and the Unit Owners comply with, same with due regard for such purpose.

The rights of the Unit Owners to use any portion of the Association Property and/or the Common Elements shall be limited to the extent granted in, and subject to the restrictions of Section 3.4(d) hereof, and the obligation for the payment of assessments as set forth in this Declaration.

- 17.2 Children. Children shall be permitted to reside in Units, subject to the provisions of Section 17.1, above.
- 17.3 Pets. Each Unit Owner or occupant (regardless of the number of joint owners or occupants) may maintain two (2) household pets (except fish and birds for which there is no limit on the number) in his Unit, to be limited to dogs and/or cats (or other household pets defined as such and specifically permitted by the Association such as fish and caged (domestic type) birds), provided that such pets are (a) permitted to be so kept by applicable laws and regulations, (b) not kept, bred or maintained for any commercial purpose, (c) not left unattended on balconies or in lanai areas, (d) generally, not a nuisance to residents of other Units or of

neighboring buildings and (e) not a pit bull or other breed considered to be dangerous by the Board of Directors; provided that neither the Board nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing and any occupant of a Unit committing such a violation shall, and does hereby, fully indemnify and hold harmless the Board of Directors, the Developer, each Unit Owner and the Association in such regard. Unit Owners must pick-up all solid wastes of their pets and dispose of such wastes appropriately. All pets (including cats) must be carried or kept on a leash no more than six (6) feet in length at all times when outside the Unit. No pets may be kept on balconies when the Owner is not in the Unit. Without limiting the generality of Section 19 hereof, violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in any applicable rules and regulations) and/or to require any pet to be permanently removed from the Condominium Property upon three (3) days' notice. This Section 17.3 shall not prohibit the keeping of fish or a caged household-type bird(s) in a Unit, provided that a bird(s) is not kept on Limited Common Elements and does not become a nuisance or annoyance to neighbors.

- 17.4 Alterations. Without limiting the generality of Section 9.1 hereof, but subject to Section 10 hereof, no Unit Owner shall cause or allow improvements or changes to any Unit, Limited Common Elements appurtenant thereto or Common Elements, without obtaining the prior written consent of the Association (in the manner specified in Section 9.1 hereof).
- 17.5 Use of Common Elements. The Common Elements shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.
- 17.6 Nuisances. No nuisances (as defined by the Association) shall be allowed on the Condominium Property, nor shall any use or practice be allowed which is a source of annoyance to residents or occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property by its residents or occupants. No activity specifically permitted by this Declaration shall be deemed a nuisance.
- 17.7 No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this Section 17.7. No activity specifically permitted by this Declaration shall be deemed to be a violation of this Section.
- 17.8 Floor Coverings. Without limiting the generality of the approval requirements set forth in Section 9 of this Declaration, no hard-surfaced floor coverings such as wood, tile, marble and stone shall be installed in any Unit or its appurtenant Limited Common Elements unless same is installed with sound-absorbing backing meeting the requirements, from time to time, of the Association.
- 17.9 Exterior Improvements; Landscaping. Without limiting the generality of Sections 9.1 or 17.4 hereof, but subject to any provision of this Declaration specifically permitting same, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Building (including, but not limited to, awnings, signs, storm shutters, screens, window tinting, furniture, fixtures and equipment), nor to plant or grow any type

of shrubbery, flower, tree, vine, grass or other plant life outside his Unit, without the prior written consent of the Association.

17.10 Relief by Association. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section 17 for good cause shown.

17.11 Effect on Developer Association. As long as the Developer holds Units for sale in the ordinary course of business, the restrictions limitations set forth in this Section 17 shall not apply to the Developer or to Units owned by the Developer. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from provisions of specific restrictions contained in this Section 17 for good cause shown.

18. Selling, Mortgaging and Leasing of Units.

In order to insure a community of congenial residents and occupants and protect the value of the Units and to further the continuous harmonious development of the Condominium community, the sale and transfer of Units by any owner shall be subject to the following provisions. The provisions of this Article 18 shall not apply to the Developer.

18.1 Sales. There are no restrictions on the sale or transfer of Units.

18.2 Leases. Leasing of Units is permitted without the consent of the Board of Directors. No portion of a Unit (other than an entire Unit) may be rented. All leases shall provide (or be automatically deemed to provide, absent an express statement) that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations, or other applicable provisions of any agreement, document or instrument governing the Condominium. Regardless of whether or not expressed in the applicable lease, the Unit Owner shall be jointly and severally liable to the Association for the acts and omissions of his tenant(s) which constitute a violation of, or non-compliance with, the provisions of this Declaration and of any and all rules and regulations of the Association.

Nothing herein shall interfere with the access rights of the Unit Owner landlord pursuant to Chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit dual usage by a Unit Owner and a tenant of Association Property and Common Elements otherwise readily available for use generally by Owners.

18.3 No Severance of Ownership. No part of the Common Elements may be sold, conveyed or otherwise disposed of, except as an appurtenance to the Unit in connection with a sale, conveyance or other disposition of the Unit to which such interest is appurtenant, and any sale, conveyance or other disposition of a Unit shall be deemed to include that Unit's appurtenant interest in the Common Elements.

18.4 Gifts and Devises, etc. Any Unit Owner shall be free to convey or transfer his Unit by gift, to devise his Unit by will, or to have his Unit pass by intestacy, without restriction; provided, however, that each succeeding Unit Owner shall be bound by, and his Unit subject to, the provisions of this Section 18.

18.5 Developer Leasing. It is understood and agreed by all parties hereto and all Unit Owners that for such period of time as Developer deems appropriate, Developer may actively undertake a leasing and/or lease with option to purchase program with respect to Units owned by it. Accordingly, certain Units may be occupied by tenants of the Developer under lease agreements or month to month tenancies or other types of tenancies heretofore or hereinafter consummated and agreed upon. Such tenants of Developer shall have the full right and authority to continue to