

HARBOUR OAKS HOA

RESIDENCY APPLICATION - PURCHASE

Harbour Oaks' Association documents require written approval prior to any person residing in any unit. The HOA has ten (10) business days to issue a Certificate of Approval by the Board of Directors prior to occupancy. Unit owners must notify the HOA of their intent to sell, lease or extend an existing lease. Please carefully read the following before completing this application.

1. As a member of the Association, you agree to abide by the HOA governing documents. If you have not received a copy from the Seller, they are available at Capital Realty Advisors for a fee of \$25.00.
2. According to recently recorded Amendment to the Governing Documents, any owner purchasing a unit after April 5, 2007, cannot lease their unit until the percentage of leased units is no more than twenty percent of the total number of units in Harbour Oaks. Please read this attached amendment in its entirety. Failure to notify the management office in regard to a new lease, extended lease and/or sale without HOA written approval is an automatic \$100/day fine.
3. In the event that an Owner is delinquent in paying any assessment, or the Owner or his buyer, family, guests, agents, licensees or invitees are not in compliance with any provision of the HOA documents, the Association has the right to disapprove of any sale.
4. Assure that your title company has verified that all owners' fees on your new home have been paid. These fees are a lien against your unit and you could be responsible if they are outstanding.
5. It is imperative to notify Capital Realty Advisors at least seven days prior to your move-in date. It is also important that your moving company perform an on-site inspection to determine the proper size moving truck, as 30–40 ft trailers are not able to maneuver through the alley ways and small turn areas, and will cause damage, delays in moving and added expense.
6. Please obtain all keys and remotes from the Seller.
7. It is the owner's responsibility to insure your unit (structure/building) as a single family home. The HOA Master Insurance provides property and liability coverage for the common areas only.
8. Instruct your title company to immediately forward a copy of your warranty deed to Capital Realty Advisors. Management will not change the name on the official records without this information. It is the homeowner's obligation to assure mailing addresses and telephone numbers are correct.
9. Maintenance fees are due in advance on the first day of each quarter. A coupon and return envelope are sent to owners prior to each quarter as a courtesy. Payment is due whether or not a coupon is received by the owner. If you require a quarterly coupon, please call 561-624-5888.

ALL OF THE BELOW MUST BE SUBMITTED TOGETHER TO:

**Capital Realty Advisors, Inc., 600 Sandtree Drive, Suite 109, Palm Beach Gardens, FL 33403
561-624-5888 / 561-624-5827~fax**

1. **This completed Residency Application form.**
2. **A copy of the sales contract.**
3. **A \$200 non-refundable application processing fee, payable to "Harbour Oaks HOA".**
4. **A picture ID for each adult resident (legible copy of driver's license or passport).**
5. **A picture and veterinarian's certificate for any pets that will reside in the unit.**

HARBOUR OAKS HOA - APPLICATION FOR SALE

[all information must be printed and readable]

DATE: _____ **ADDRESS:** _____

PRESENT OWNER INFORMATION

Owner Name: _____

Owner Phone Number(s): _____

Mailing Address: _____

E-Mail: _____

BUYER(s) INFORMATION:

Name(s): _____

Telephone #'s: _____

Closing Date: _____ Email: _____

Please name all Occupants

Relationship to Purchaser

1 _____

2 _____

3 _____

4 _____

PETS: **YES** _____ **NO** _____

Note: OWNERS: TWO-PET LIMIT (dogs and/or cats) combined weight not to exceed 60 pounds.
(No exotic pets are allowed). A picture of pet(s) must be included for identification purposes and an up to date rabies certification and expected mature weight from a veterinarian must be submitted. **DO NOT TURN IN THIS APPLICATION WITHOUT PICTURE & CERTIFICATE.**

BREED _____ **AGE** _____ **COLOR** _____ **WEIGHT** _____

BREED _____ **AGE** _____ **COLOR** _____ **WEIGHT** _____

LICENSED DRIVERS: To be residing in the community:

Name:1. _____ License #: _____ State: _____

Name:2. _____ License #: _____ State: _____

Name:3. _____ License #: _____ State: _____

Name:4. _____ License #: _____ State: _____

IMPORTANT NOTE: No commercial vehicles, closed vans or open bed trucks may be parked at anytime within the community. Pickup trucks must be parked in the garage. If they cannot fit in your garage, they must be parked in the designated areas and must have bed covers. No such vehicles are allowed to park around the lake or on San Pietro Circle. Check with local Code Enforcement for parking your vehicle on Valencia Gardens Avenue. You may be subject to towing or parking summons by the PBG Police Department.

VEHICLES:

Make of Vehicle	Model	License Number	Color	State
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

EMERGENCY CONTACT INFO: In the event that the Association must enter your unit due to an emergency, such as a water leak or damage resulting from a hurricane, please indicate a contact(s) to call should we fail in contacting you.

Name(s), (Phone #s): _____

APPLICANT ACKNOWLEDGMENT

By my/our signature(s) below, I/we hereby certify:

1. That I/we have received, read, understand and agree to abide by the Rules & Regulations and the Governing Documents of Harbour Oaks HOA, Inc.
2. That all of the information contained in this application is true and complete and that I/we understand and agree that False or Misleading information given in this application constitutes grounds for rejection of this application and revocation of my right to reside on this property.
3. That the unit I/we own, cannot be leased or subleased. That no persons other than those shown on this application will reside in the unit and I/we agree that anyone moving into the unit at a later date will be registered with the Association. No visit can exceed 30 days without HOA approval.
4. That the owner is responsible for any and all common area property damage and/or association attorney fees relating to damage caused by the owner or the owner's family member, relative, guest, vendor, etc. These costs include actual damages and all costs and fees paid the Association's attorney.
5. That the owner is responsible to pay any fines issued by the Association's Fining Committee for violations committed by the owner or the owner's family member, relative, guest, etc.

Applicant Signature: _____ **Date:** _____

Applicant Signature: _____ **Date:** _____

OFFICE USE ONLY: APPROVED [] DENIED [] **DATE:** _____

Reason denied/comments: _____

Orientation Committee Signature: _____ **Date:** _____

Board Signature: _____ **Date:** _____



Harbour Oaks Homeowners Association Rules & Regulations

Please be advised that this is an abbreviated version of the Harbour Oaks Rules & Regulations. For further clarification, please refer to the governing documents, in their entirety, for Harbour Oaks HOA and MacArthur Foundation.

1. Single Family Residence: Units shall be used solely as a single family residence. Non-related residents are limited to no more than 2 occupants per unit. Units cannot be sub-leased at any time.
2. Board of Directors Meetings: Harbour Oaks Homeowners Association is a private membership organization. Under the privacy rules, only Homeowners or Individuals invited by the Board to make presentations are permitted to attend.
3. Pets: **a)** Dogs are not permitted in leased units. Owners are limited to Two Pets (Dogs and/or Cats) per Unit. **b)** Pets are not permitted in the Pool, Picnic, Playground, or Tot Park Areas, as well as the Club House or Gymnasium at any time. Pets in all other Common Areas must be on a leash, regardless of size. **c) Pet owners are required to clean up after their pets.** **d)** Pit Bull's, German Shepard's, Rottweiler's, Doberman Pincher, or any dogs demonstrating a mean or violent temperament are **not** permitted, as well as dogs that display obnoxious behavior (constantly barking). Pet owners shall remedy any of the above, or upon written notice from the Association, pet owner will be required to dispose of the pet.
4. Garage: Garages are to be used to park at least one vehicle. For safety and security purposes please keep your garage door closed.
5. Vehicles:
 - a)** Motorcycles, Trailers, Boats, Recreational or Commercial Vehicles (i.e. trucks with logo's or equipment exposed) of any type are **not** permitted except within your garage.
 - b)** Vehicles 17 feet in length, 80 inches in height, double axle, double wheeled, or raised suspension vehicles **must** be parked outside the property.
 - c)** Open bed pickup trucks, **with** custom covers only, are permitted to be parked on community property, driveways and parking spaces. Uncovered pickup trucks **must** be parked in your garage or off the property. The Association has the right to authorize towing at the sole cost to the owner of the vehicle.
 - d)** Vehicles parked over (1) one week in any community space, without approval, or vehicles parked blocking the access of Emergency and Sanitation vehicles in alley ways, will be towed.

5. Rental & Resale: All sales and rentals must have a Certificate of Approval by the Board of Directors and an orientation interview prior to moving in. The Association requires 10 days to process any application.
7. Use of Common Areas: Any social invitee who is not related to an owner or tenant, must be accompanied by the owner or tenant in the use of all common areas to include the Clubhouse, Pool and Gym. Family members and guests in residence have full use of the facilities.
3. Refuse: All garbage and refuse must be placed in closed garbage containers and lids must be firmly attached. Do not overfill. Place cans for pick up, only after 6 pm Tuesday and Friday nights. Sturdy plastic bags securely closed may be placed for pick up only on Wednesday and Saturday morning. All garbage containers and recycle bins must be placed back in your garage no later than 6 pm on the day of pick up.
9. Signs: No sign of any kind, For Sale, For Rent and/or Open House is permitted on any window inside or outside, or any other part of the Unit or Common Area without prior written approval of the Board.
10. Garage/Yard Sales: Garage and Yard sales are prohibited.
11. Architectural Review: Any modifications or structural changes to the exterior including antennas, satellite dishes or Accordion Hurricane Shutters, must have an application submitted to the ARC Review Committee.
12. Nuisance: Any noise or other condition that will disturb the peace, quite, safety, comfort or serenity of any other resident is prohibited.
13. Open Houses: Open Houses are permitted 12-5 pm on Saturday and Sunday only. All other showings must be by appointment.
14. Hurricane Season: Each Unit Owner who is absent May thru December must prepare their unit by removing all wind movable objects from the patio and decks. All other Owners must prepare their Unit 24 hours in advance.
15. Holiday Lighting: All holiday lighting and decorations must be removed from public view no later than January 15th, following the Christmas holiday.

Fines and Appeals: Violations of any of the above and all other Rules and Regulations listed in the Harbour Oaks Documents are subjected to a fine. The owner is solely responsible to the Association for their violations as well as the violations of their renters and guests. The owner also has the right to a hearing in front of the Grievance Committee, who can set the fines up to \$100 per day up to \$1,000 per violation.