## OCEAN AT THE BLUFFS SOUTH CONDOMINIUM ASSOCIATION, INC.

401 South Seas Drive, #600, Jupiter, Fl. 33477 Office: (561) 746-3422

## **LEASE APPLICATION**

Please complete the entire application and acknowledge that the Rules and Regulations attached have been read and understood by all prospective occupants.

DLEASE CHECK HERE IF THE PROSPECTIVE LESSEE(S) IS A SERVICE MEMBER (term "service member" is defined to include any person serving as a member of the United States Armed Forces on active duty or State active duty and all members of the Florida National Guard & United States Reserve Forces).

Date:	Unit to be Leased:			Lease Term:
Name(s):				
Phone No.:		I	Alternate Phone No:	
Email Address:		F	Email Address:	
Number of occupants:		_		
Name(s) of occupant(s):		Relationship:		
Vehicle Make:				Plate #:
Vehicle Make:		Model:		Plate #:
Emergency Contact Name:				Relationship:
Phone No:	Address:			
Owner (Landlord) Name: _				
Phone No.:				
Mailing Address:				

#### LEASE ADDENDUM

# In the event the Maintenance Assessment becomes delinquent, both parties agree that the Association has the right to garnish the rent monies until such time that the Owner's Assessments are current.

THIS ADDENDUM, dated this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 201\_, by and between \_\_\_\_\_, hereinafter referred to as "Landlord" and \_\_\_\_\_\_, hereinafter referred to as "Tenant" and is intended to and shall supplement, amend, and modify that certain Lease dated \_\_\_\_\_\_, in the following respects:

- 1. Tenant(s) are subject to and shall abide by all covenants and restrictions and rules and regulations set forth in the Declaration and ByLaws of Condominium of the Ocean at the Bluffs South Condominium Association, Inc.
- 2. Tenant(s) are subject to and shall abide by Florida Statutes, Section 718.116(11): Assessments Tenant Occupancy:

If the parcel is occupied by a tenant and the parcel owner is delinquent in paying any monetary obligation due to the Association, the Association may demand that the tenant pay to the association the subsequent rental payments and continue to make such payments until all the monetary obligations of the parcel owner related to the parcel have been paid in full to the Association and the Association releases the tenant or until the tenant discontinues tenancy in the parcel.

Pursuant to section 718.116(11), Florida Statutes, your payment of rent to the Association gives you complete immunity from any claim for the rent by your landlord. A tenant is immune from any claim by the parcel owner related to the rent timely paid to the Association after the Association has made written demand.

If the tenant paid rent to the landlord or parcel owner for a given rental period before receiving the demand from the Association and provides written evidence to the Association of having paid the rent within 14 days after receiving the demand, the tenant shall begin making rental payments to the Association for the following rental period and shall continue making rental payments to the Association to be credited against the monetary obligations of the parcel owner until the Association releases the tenant or the tenant discontinues tenancy in the unit. The Association shall, upon request, provide the tenant with written receipts for payments made. The Association shall mail written notice to the parcel owner of the Association's demand that the tenant pay monetary obligations to the Association.

The liability of the tenant may not exceed the amount due from the tenant to the tenant's landlord. The tenant shall be given a credit against rents due to the landlord in the amount of assessments paid to the Association.

The Association may issue notice under s. 83.56 and sue for eviction under ss. 83.59-83.625 as if the Association were a landlord under part II of chapter 83 if the tenant fails to pay a monetary obligation. However, the Association is not otherwise considered a landlord under chapter 83 and specifically has no obligations under s. 83.51.

The tenant does not, by virtue of payment of monetary obligations, have any of the rights of a parcel owner to vote in any election or to examine the books and records of the association.

Witness:		LANDLORD		
Signature		Signature		
Printed Name		Printed Name		
Witness:	<u>TENANT(S)</u>			
Signature	Signature		Signature	
Printed Name	Printed Name		Printed Name	

#### **IMPORTANT:**

- Please answer <u>ALL</u> questions.
- AGENT signatures are not acceptable.
- A \$100.00 non-refundable processing fee required and check is to be made payable to Campbell Property Management and must be attached to this application.
- A copy of the Lease Agreement must also accompany this Lease Application.

#### Please acknowledge by checking the boxes below:

- $\Box$  I (We) fully authorize investigation of all answers.
- □ I (We) fully acknowledge and agree that lessee(s) may not park a trailer, boat, windowless van, camper, truck, motorcycle or commercial vehicle at the Ocean at the Bluffs South Condominium Association, Inc. complex.
- □ I (We) hereby agree to abide by all the Documents and Rules and Regulations of Ocean at the Bluffs South Condominium Association, Inc. THE RULES & REGULATIONS ARE ATTACHED WITH THIS APPLICATION – PLEASE KEEP FOR FUTURE REFERANCE.
- Lessee(s) agree that all information contained in this Lease Application is within the requirements of Ocean at the Bluffs South Condominium Association, Inc. Rules and Regulations pertaining thereto.
- □ I (We) certify that I (we) have read and understand the Rules and Regulations of the Association attached and agree to abide by them.

#### NO PETS ALLOWED, UNLESS AS OTHERWISE PROVIDED BY LAW.

#### Moving in or out on Saturdays or Sundays is prohibited.

Lessee(s):		Date:		
Signature   Signature		Date:		
		Date		
•••••		•••••		
For Office Use (	Dnly:			
Yes $\Box$ No $\Box$	Processing Fee of \$100.00 received?			
Yes 🗆 No 🗆	Overdue assessments on unit?			
Yes 🗆 No 🗆	Violations on unit?			
□ Approved	□ Not Approved			
Authorized Signature:			Date:	
Printed	Name:			
Authorized Signature:			Date:	
Printed	Name:			
Certificate of Approval issued to:			Date:	
Ocean at the Blu	ffs South Condominium Association, Inc.			



## Rules and Regulations – Abridged (July 1, 2016)

In order to ensure safety, comply with Florida law and limit our insurance liability, the following rules will apply to our pool, parking, gate and common areas. Unit owners and lessees are responsible for providing their guests and tenants with a copy of these Rules and Regulations.

## Pool:

- 1. The swimming pool and patio areas are for use by the residents and their guests.
- 2. A unit owner, who is not a resident, passes his right to use these facilities on to his tenants.
- 3. A unit owner will be held accountable for the conduct of his guests and lessees at all times.
- 4. Pool hours are from dawn to dusk.
- 5. There is no lifeguard on duty swim at your own risk.
- 6. Shower before entering pool.
- 7. Pool furniture cannot be reserved or removed for personal use.
- 8. All chairs or chaises must be covered with a towel while in use.
- 9. Umbrellas must be closed after use and chairs returned to original locations.
- 10. Children under 14 years of age must be accompanied by an adult.
- 11. Jumping or diving into the pool is strictly forbidden due to the shallow depth of the water.
- 12. Audio devices are to be used only with personal headphones.
- 13. No toys or large floatation devices are permitted in the pool.
- 14. Running, noisy behavior, ball playing or other disruptive activity is not permitted in the pool area.
- 15. Glass containers are not allowed in the pool or patio areas.
- 16. Food is not allowed in the pool area but is allowed in the covered areas adjacent to the pool.
- 17. Infants and toddlers must wear swim diapers with rubberized diaper covers at all times.
- 18. In the event of an emergency, please call 911 from your mobile telephone or proceed to the nearest elevator and call 911 from the elevator telephone.
- 19. Smoking is prohibited in the pool and patio areas.
- 20. All residents are considered to be monitors of these regulations and may address any person who is in violation of these rules or report the violation to the Property Management.

## **Parking:**

- 1. Unit owners have one assigned space and one guest parking space for their personal use at all times. No pick-up trucks, motorcycles or windowless vans are permitted.
- 2. All vehicles must be parked front to curb (not backed in).
- 3. Unit owners are required to have a blue Ocean at the Bluffs South identification sticker properly affixed and displayed in the left corner of the front driver's side windshield.
- 4. Renters are required to have a red Ocean at the Bluffs South identification sticker properly affixed and displayed in the left corner of the front driver's side windshield.
- 5. Unit owners and renters are required to notify the property manager at 561.746.3422 when guests or visitors are staying overnight and obtain a green guest parking pass for their vehicle. Guest passes must be displayed on either the rear view mirror post or on the dashboard while the vehicle is on the premises.
- 6. Day guests are required to display a yellow guest parking pass on the rear view mirror post or on the

dashboard of their vehicle. One-day guest parking passes will be distributed in advance to unit owners.

- 7. Unit owners or renters who are using a rental car must register that car with the property manager.
- 8. Vehicles parked on the premises are required to have the license plate and current tags displayed.
- 9. Vehicles illegally parked in another resident's assigned space will be considered in violation of our parking regulations.
- 10. A vehicle owner who is in violation of the above regulations will receive a written notification that must be addressed at the property management office on the next available business day. Failure to correct the violation will result in towing of the vehicle at the owner's expense.
- 11. Any owner or lessee planning to store a vehicle for more than one month must provide the association with the name of a resident at Ocean at the Bluffs South who will be responsible for the vehicle and its maintenance.
- 12. Unit owners using any storage cover must have permission in writing from the Association Office and must furnish the above mentioned responsible party's name as well as proof of current valid license tag. No guest, lessee or visitor may use storage covers.

## **Common Areas:**

- 1. Walkways, entrances, halls, corridors, stairways and elevators must not be obstructed or used for any purpose other than ingress and egress to and from the buildings or other parts of the property.
- 2. No article shall be hung or placed upon the doors, windows, walkways or balconies of the units or placed upon the outside window sills or railings of the units, common areas or recreation areas.
- 3. No bicycles, scooters, baby carriages, skateboards, surfboards or similar vehicles or toys or other personal articles shall be allowed to stand in any of the common areas or recreational areas. Bicycle riding, roller skating and skateboarding are prohibited on all walkways of the condominium property.
- 4. No unit owner, tenant or guest shall make or permit any noises that will disturb or annoy the occupants of any of the apartments or do or permit anything to be done which will interfere with the rights, comfort or convenience of other owners. No owner, tenant or guest shall permit any excessive sound from their apartment to be heard in other apartments or from the windows and/or balconies of other apartments.
- 5. All garbage and refuse from the apartments shall be deposited with care in garbage and recycling containers intended for such purpose only at times and in such manner as the Association will direct. All disposal containers shall be used in accordance with instructions given to the owner by the Association. No littering shall be permitted on the common areas or recreational areas.
- 6. Barbecuing is not allowed on the property. The National Fire Prevention Association prohibits the use of charcoal, liquid propane or any other barbecue grill on condominium balconies.
- 7. No pet may be kept in any apartment, nor shall any guest or visitor be permitted to bring pets into any area of the property.
- 8. Smoking is prohibited in the elevators.
- 9. Moving in and out of apartments and delivery of large articles are allowed on weekdays only between 8:30am and 4:00pm. Arrangements to add padding in the elevators should be made with the Property Manager.

## **Pedestrian Access Gates:**

- 1. All pedestrian gates must be closed after use, including beach access, pool and property exits. Only Property Management-issued keys should be used in the lock mechanism.
- 2. Any observed use of foreign objects in the lock mechanism or prying locks open will be reported to the Property Manager.