

**PURCHASE / LEASE APPLICATION**  
**TEQUESTA OAKS HOMEOWNERS ASSOCIATION**

- 1. Occupancy prior to approval is prohibited.**
  
- 2. Association approval will be issued within ten (10) days on receipt of completed application, application fee payment and copy of sales contract.**
  
- 3. The attached application for occupancy must be completed in detail by the proposed applicant.** All questions must be completed and the application signed by all applicants. If any question is not answered or left blank, this application will be returned, not processed and not approved.
  
- 4. The following items need to be completed and returned to Tequesta Oaks HOA:**
  - **Purchase & Lease Application Form (4 pages)**
  - **A copy of a signed sales contract must be submitted along with the application.**
  - **A \$100 non-refundable application fee is required with the application made payable to Tequesta Oaks Homeowners Association.**  
(Application fee includes cost of background check for up to two non-related adults.)
  
- 5. Orientation Committee Meeting is required prior to purchase approval.** Please call Realtime Property Management at 561-763-0086 to schedule the meeting at the community pool house to briefly review the association's governing documents and answer any questions about Tequesta Oaks HOA.
  
- 6. The seller should provide the purchaser with a copy of the association's governing documents, current rules and regulations and a pool key or you may purchase a copy of the association's governing documents for \$25.00 and a pool key for \$12.00.**
  
- 7. The Units shall be used solely as single family residences.** "Single Family" means one person or a group of two or more persons living together and interrelated by bonds of consanguinity, marriage, or legal adoption, or not more than two persons living together who may or may not be interrelated.

**Submit completed Application packet, including fee, made payable to:**

Tequesta Oaks HOA  
c/o Realtime Property Management,  
140 Intracoastal Pointe Drive, Ste 306,  
Jupiter, FL 33477  
Tel: 561-763-0086

Tequesta Oaks Homeowners Association  
Purchase & Lease Application Form  
Page 1 of 4 Form

Please complete this application in its entirety, or it may be returned without approval.  
Application for (check one):     Purchase         Lease (not less than 4 months)

Property Address: \_\_\_\_\_

Current Owner(s): \_\_\_\_\_

Applicant(s): \_\_\_\_\_

Current Address: \_\_\_\_\_  
\_\_\_\_\_

Applicant's cell : \_\_\_\_\_ Cell Number: \_\_\_\_\_

Names of persons who will occupy premises: (No more than 2 non-interrelated persons are permitted to occupy unit. Single Family use restriction per HOA Docs)

Adult \_\_\_\_\_

Adult: \_\_\_\_\_

Adult: \_\_\_\_\_

Adult: \_\_\_\_\_

Number of children: \_\_\_\_\_

Employment Information:

Present Employer: \_\_\_\_\_ Tel# \_\_\_\_\_

Spouse Employer: \_\_\_\_\_ Tel# \_\_\_\_\_

Contact in Case of Emergency: \_\_\_\_\_ Tel# \_\_\_\_\_

Pet: Indicate the breed & type of pet, if any:

1) \_\_\_\_\_  
\_\_\_\_\_

A maximum of 2 dogs or 2 cats or 1 dog and 1 cat are permitted per Unit. Pets shall not be permitted in any common areas unless under leash. No cats shall be permitted to run at large off each Unit Owner's private property. All dogs and cats outside of the home are required to have a collar with ID and current vaccination tags. (PLEASE READ PET RULES AND RESTRICTIONS ON NEXT PAGE)

Please read Article V, Section I, of the Declaration of Covenants, below:

1. **Animals and Pets.** No animals shall be raised, bred, or kept in any Unit, except that dogs, cats or other household pets may be kept in the Unit, provided they are not kept, bred or maintained for any commercial purpose, or in numbers deemed unreasonable by the Board. Notwithstanding the foregoing, no animal may be kept in the Unit, which in the judgment of the Board results in a nuisance or is obnoxious to the residents in the vicinity. No owner shall be permitted to maintain in his or her Unit a bull terrier (pit-bull) or any dog or dogs of mean or of violent temperament or otherwise evidencing such temperament.
  
- II. Pets shall not be permitted in any of the common Areas unless under leash. Each pet owner shall be required to clean up after his or her pet. Each owner by acquiring a Unit agrees to indemnify the Association, and hold it harmless against any loss or liability resulting from his or her, his or her family member's or his or her lessee's ownership of a pet. If a dog or any other animal becomes obnoxious to other Unit Owners by barking or otherwise, the Owner shall remedy the problem or upon written notice from the Association, he or she will be required to dispose of the pet.

**ACCORDING TO PALM BEACH COUNTY ORDINANCE 98-22, SECTION 5: ANIMALS CREATING NUISANCE IT IS A VIOLATION OF THE COUNTY ORDINANCE AS FOLLOWS:**

"The owner having control or custody of any dog or cat which:

- 1) Habitually barks, whines, howls or causes other objectionable noise resulting in a serious annoyance to a neighboring resident... ;  
or\
- 2) Disturbs the peace by habitually or repeatedly destroying, or soiling public or private property, chasing of persons, livestock, cars or other vehicles, running at large, or other behavior that interferes with the reasonable use and enjoyment of said property. Shall be deemed to be committing an act in violation of this section.
  
- 3) Animals which bite, attack or threaten to bite human beings constitute a public nuisance."

**Attached is a copy of a sample Formal Affidavit Complaint from State of Florida, County of Palm Beach, Board of County Commissioners, Public Safety Department Animal Care and Control Division.**

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**Tequesta Oaks Homeowners Association  
Purchase & Lease Application Form**

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**Please list all Vehicle(s):**

Vehicle # 1 :Mk/Mo/Color: \_\_\_\_\_ Tag# \_\_\_\_\_

Vehicle #2 Mk/Mo/Color: \_\_\_\_\_ Tag# \_\_\_\_\_

Vehicle #3 :Mk/Mo/Color: \_\_\_\_\_ Tag# \_\_\_\_\_

**Please read Article V, Section G, of the Declaration of Covenants, below:**

**G. Vehicles: No motorcycles, all-terrain (i.e. ATV), truck, trailer, boat, van, camper, motor home, bus, commercial vehicle or similar shall be parked on any part of Properties, any driveway or designated parking space within the property EXCEPT (1) within a garage and (2) those delivering goods or furnishing services during daylight hours, Vehicles over eighty inches in height, or those vans (including full size and mini-vans), which do not have windows completely circling the vehicle's exterior (similar to windows around a station wagon) and permanent installed seating for four or more passengers, shall be considered to be a prohibited van or truck. The Association shall have the right to authorize the towing away of any vehicles in violation of the rule with the costs and fees, including attorneys' fees, if any, to be borne by the vehicle owner of violator.**

**ACKNOWLEDGEMENT**

I hereby agree on behalf of all persons who may use the unit, which I seek to purchase or Lease and myself, that I (we) will abide by all the Restrictions in the By-Laws, Rules and Regulations and Associations Documents. I (we) acknowledge that I (we) have read and understand the attached Community Wide Standards, Rules and Regulations, information about conveyances and statements on this application form. I understand that the acceptance for purchase or lease of a unit in Tequesta Oaks is conditioned upon the truth and accuracy of this application and upon the approval of the Board of Directors.

**All adults on lease or contract - please sign below to agree to the acknowledgement:**

\_\_\_\_\_  
**Purchaser or Lessee Applicant signature**

\_\_\_\_\_  
**Purchaser or Lessee Applicant signature**

Date:

**Tequesta Oaks Homeowners Association  
Purchase & Lease Application Form**

1. That I/We give my/our permission for a Nationwide Law Enforcement Background Investigation.
  
2. That the owner is responsible for any and all common area property damage and/or Association attorney fees relating to damage caused by the lessee(s), their guests, relatives, etc.
  
3. That the owner is responsible to pay any fines issued by the Association's Fining Committee for violations committed by the Lessee(s) or guests, relatives, etc.

All adults on the lease and/ or on the purchase contract are required to sign below:

\_\_\_\_\_  
Purchaser or Lessee Applicant signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser or Lessee Applicant signature

\_\_\_\_\_  
Date

Lease applications require Landlords (unit owners) to sign below:

\_\_\_\_\_  
Landlord / Unit Owner signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord / Unit Owner signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Approval - Signature

**BROWN'S BACKGROUND CHECKS**  
**CONSENT TO OBTAIN CONSUMER REPORT ON SUBSCRIBER**  
**Realtime Property Management of South Florida LLC.**

I understand that you may obtain consumer 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, 4<sup>th</sup> floor, Independence, OH 44131, telephone 800.853.3228. I 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's a rental.

I authorize, without reservation, any party, institution, or agency contacted by AISS to furnish the above mentioned information:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Applicant Name                                      Date of Birth\*                                      Social Security Number  
\*Date of Birth is requested in order to obtain accurate retrieval of records.                                      If International please provide  
Passport Number

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Co-Applicants Name                                      Date of Birth                                      Social Security Number  
If International please provide  
Passport Number

\_\_\_\_\_  
Alias/Previous Name(s)

\_\_\_\_\_  
Current Physical Address                                      City & State                                      Zip code

**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.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

Co-Applicant  
SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**TEQUESTA OAKS HOMEOWNERS ASSOCIATION, INC.**  
**COMMUNITY WIDE STANDARDS    UPDATED 5/21/14**

As required by Article 1, Section 9 of the Declaration of Covenants and Restrictions (Documents) for our community, the Board of Directors (Board) hereby sets, establishes, determines and publishes a Community Wide Standards (Standards), which impacts every homeowner in Tequesta Oaks. The Standards shall consist of the published restrictions in our documents as well as the items below. As provided in the Documents, the Architectural Control Committee (ACC) shall enforce the Standards. The restrictions on property use provided for in our Documents, together with the following exceptions, shall be established and set as our Standards.

- 1) **Animals and Pets:** **A maximum of 2 dogs or 2 cats or 1 dog and 1 cat is permitted per Unit.** No animals shall be raised, bred or kept in any Unit, except that dogs, cats or other household pets may be kept in Unit, provided they are not kept, bred or maintained for any commercial purpose, or in numbers deemed unreasonable by the Board. Notwithstanding the foregoing, no animal may be kept in the Unit, which in judgment of the Board results in a nuisance or is obnoxious to the residents in the vicinity. No owner shall be permitted to maintain in his or her Unit, a bull terrier (pit-bull) or any dog or dogs of mean or violent temperament. Pets shall not be permitted in any of the Common Areas unless under leash. **No cats shall be permitted to run at large off each unit owner's private property. All dogs and cats outside of the home are required to have a collar with ID and current vaccination tag(s).** Each pet owner shall be required to clean up after his or her pet. Each Owner by acquiring a Unit agrees to indemnify the Association, and hold it harmless against any loss or liability resulting from his or her, family member's or lessee's ownership of a pet. If a dog or any other animal becomes obnoxious to other Unit Owners by barking or otherwise, the Owner shall remedy the problem, or upon written notice from the Association, he or she will be required to dispose of the pet.
  
- 2) **Vehicles:** No commercial vehicle, recreational vehicle (i.e. ATV), camper, trailer, boat, motorcycle, van, bus, truck (including SUV's which resemble a truck and/or any vehicle having an open bed), or similar vehicle shall park or be parked at any time on any portion of the Common Areas, except for commercial vehicles, vans, or trucks delivering goods or furnishing services. Said commercial vehicles, vans, or trucks shall not park or be permitted to park overnight on any portion of the Common Areas or on any driveway or other portion of a Lot (except within the confines of a garage). Vehicles shall not be parked overnight on roads or swales, except in designated parking areas. **The use of vehicle covers are not permitted in the unit owner driveways and common areas of the Association.**

**Prohibited vehicles as described below are not permitted to be parked outside in the driveway or within the community:**

- a. **Vehicles which are not fully mechanically operable, which are unregistered or which are not currently licensed for use;**
- b. **Vehicles that have:**
  1. **Noise or exhaust exceeding that of a well-maintained factory vehicle and Noise or exhaust from vehicles that have modified exhaust systems that exceed the noise pf a well-maintained factory built standard vehicle;**

2. **Visible broken or perforated parts or components;**
3. **Exterior rust greater than one square foot;**
4. **Paint that is not uniformly and professionally applied without peeling, bubbling, deterioration or showing an undercoat greater than one square foot in area;**
5. **Motor vehicles not having any bodies whatsoever, or incomplete bodies.**

The Association shall have the right to authorize the towing away of any such vehicles in violation of this rule with costs and fees, including attorneys' fees, if any, to be borne by the vehicle owner or violator.

- 3) **Security Signs:** The Board hereby approves the use and display of security signs distributed by any properly licensed security company for that purpose. Said signs shall only be displayed in the front of the unit by the garage, and must be within **5 feet of the garage**, no higher than **3 feet in height**, and no longer than **12 inches X 12 inches in size**.
- 4) **Planters:** Unit owners or residents shall be permitted to place up to two (2) planters at the side entrance or at the portico of their units. The planters shall be of natural substance and color.
- 5) **Wreaths:** Each unit owner or resident shall be permitted to display a wreath on their entrance door.
- 6) **Seasonal Decorations:** In addition to decorations specifically permitted by the Documents, unit owners or residents shall be permitted to display appropriate seasonal displays and decorations.
- 7) **Benches:** Each unit owner is allowed one decorative "park" bench may be placed in the common entry area.
- 8) **Welcome Art:** Welcome art not to exceed 12" x 12" may be displayed.
- 9) **Wind Chimes:** Any wind chimes that may create a noise disturbance to the Neighboring residents are not permitted.
- 10) **Hose Storage:** A terracotta pot to contain a garden hose may be placed in the common entry area.
- 11) **Architectural Change:** In the event an owner or resident of a unit wishes to make any changes to the outer appearance of their unit that is not specifically permitted by the documents or listed above, written application for approval MUST be made to the Architectural Change Committee prior to effecting any change. Unless the ACC approves such application in writing, the contemplated change shall not be approved. A \$500 refundable deposit is required and must accompany the application for any type of construction work that will be performed. This is for any damage incurred (i.e. sprinkler system, sod). After inspection approval, the deposit amount will be returned to the owner, deducting any damage costs. Changes to an individual unit shall not be approved unless in conformity with the architectural design of Tequesta Oaks. It is the responsibility of each owner to read the Community Documents to be informed as to use restrictions and rules that obligate all homeowners.



Article VIII - Association's Responsibility. "The Association shall maintain and keep in good repair the Common Areas." "The Association shall at times be responsible for the maintenance and care of the exterior stucco surfaces and shared roofing (defined herein) of the Units and the unit entry areas and porticos." "The Association shall maintain property it does not own, including, without limitation, the front yards (street side) of the Units and property dedicated to the public."

Article VIII - Owner's Responsibility: "Each Owner shall maintain his or her own Unit and the structures, driveways, sidewalks, and other improvements comprising the Unit in a manner consistent with the community-wide standard, and all applicable covenants."

MAINTENANCE ITEM:	FRONT & SIDE	ONLY REAR YARD	NONE	EXCEPTION	ARTICLE & PAGE NUMBER
LANDSCAPE & IRRIGATION					VIII - PAGE 16 & FIRST AMENDMENT

PAVERS - Driveway & sidewalks 2' FROM SWALE Owner to maintain FROM R.O.W. 2' FROM CONCRETE SWALE TO THE TOWNHOUSE UNIT

Amendment D-HOA responsible for the maintenance, replacement, and repair of any Townhouse Unit driveway paver block which may lie within the public road right-of-way.  
 NOTE: R.O.W. is 26 feet; Asphalt paving is 16 feet and Concrete swale is 2 feet wide. Total asphalt & swales is 20 feet leaving 4 feet or 2 feet of pavers in R.O.W. each side

CONCRETE SIDEWALKS ALL SIDEWALKS UP TO PROP LINE SIDEWALKS LOCATED WITHIN DEEDED PROPERTY LINE - PROP LINE EVEN WITH CONCRETE PATIO WALL OR APPROX. 5.25 FEET FROM UNIT EXTERIOR WALL. ALSO INCLUDES THE SIDEWALK AREAS UNDER THE PORTICO TO THE ENTRY DOORS (SIDEWALK DIVIDED IN HALF BETWEEN ADJACENT OWNERS).

WATER LINES - UTILITY LINE Village-to meter FROM METER INTO UNIT. PER GARY FIELDS, PA 8/13/09 - "UNIT OWNER IS RESPONSIBLE FOR HIS OWN WATER LINE THAT SERVES HIS HOME."

TREE ROOT DAMAGE TOWATER LINE? PER GARY FIELDS, PA 8/13/09 -THE ASSOCIATION IS NOT RESPONSIBLE FOR BROKEN WATER LINES CAUSED BY TREE ROOTS. THE OWNER BOUGHT THE UNIT WITH A TREE IN THAT LOCATION, AND IS CHARGED WITH KNOWING THAT A TREE AND ITS ROOTS CAN EXPAND.

EXTERIOR STUCCO SURFACES 100% HOA - MAINT. & CARE OF THE EXTERIOR STUCCO (PRES CLEAN, PAINT & REFINISHING)

SHARED ROOFING - Article VIII 2. G. "Shared Roofing. The entire roof of the Unit building, any and all roof structure support, and any and all appurtenances to such structures, including without limitation, the roof covering, roof trim, and roof drainage fixtures, shall be collectively referred to as "shared roofing"."

The Roof Covering: roof trim, roof drainage (GUTTERS, ETC) 100% HOA - normal maint. care and replacement YES EXCEPTION: If the shared roofing, ETC is damaged due to a casualty (e.g.-windstorm) the Owner and their insurance would be 100% responsible for necessary repairs and replacement. (Article XI, Section 3A)

NOTE: Per Gary Fields, PA - "The unit owner is solely responsible, per the above section and because this is a fee simple, HOA (not a Condo) where the owner owns the entire interior and exterior of the unit."

ENTRY AREAS AND PORTICOS- ARTICLE VIII, SECTION 2D "The Units are separated by shared entry areas, sidewalks, and porticos. The center line of the entry portico is a common boundary between and shared by the two units. The cost of maintaining the entry portico shall be borne by the Association as provided herein. The typical location of the entry portico is shown on Exhibit D.

PORTICOS - ROOF AND WALLS 100% HOA - NORMAL MAINT YES EXCEPTION: If the PORTICO is damaged due to a casualty (e.g.-windstorm) the Owner and their insurance would be 100% responsible for necessary repairs and replacement. (Article XI, Section 3A)

PORTICO - SIDEWALKS 100% OWNER

MAINTENANCE OBLIGATION:	OWNER	EXCEPTION
GARAGE DOORS	OWNER	
ENTRY DOORS	100% OWNER - except surface is HOA	
REAR YARD GATES	100% OWNER - except surface is HOA	
WINDOWS	100% OWNER - except surface is HOA	
HURRICANE SHUTTERS	100% OWNER	
FAKESHUTTERS AROUND WINDOWS	100% OWNER	
PARTY WALLS	100% OWNER - except surface is HOA	
PARTY FENCES MAINTENANCE	SHARED BY OWNERS BASED ON DEDED PROPERTY LINE	EXCEPT-SURFACE IS HOA
OF REAR YARD	100% OWNER	EXCEPT-SURFACE IS HOA
SMALL ROOF OVERHANG- DOOR	100% HOA & REPL	EXCEPT-OWNER RESPONSIBLE 100% DUE TO CASUALTY
WOODEN BRACKET SMALL ROOF	100% HOA & REPL	EXCEPT-OWNER RESPONSIBLE 100% DUE TO CASUALTY

ARTICLE VIII, SECTION 2.1. MODIFICATION. No Unit Owner shall authorize the painting, refurbishing or modification of the exterior surfaces of his Unit or of the Unit Building. Normal maintenance of the exterior surfaces, such as pressure cleaning, repainting and refinishing, shall be done uniformly at the same time for the entire Unit building by the Association and as an Association Expense. Normal maintenance of the shared roof, such as cleaning, refinishing or reworking, shall be done uniformly at the same time for the entire shared roof by the Association and as an Association Expense."

QUESTIONS - THE ABOVE ARTICLE & SECTION STATES THAT THE ASSOCIATION IS RESPONSIBLE FOR THE PAINTING, PRESSURE CLEANING AND REFINISHING OF THE EXTERIOR SURFACES OF THE UNIT BUILDING. THE HOA IS RESPONSIBLE FOR THE EXTERIOR SURFACES OF THE FOLLOWING:

GARAGE DOORS	HOA-surface only	OWNER replace->	YES EXCEPTION: If the townhome is damaged due to a casualty (e.g.-windstorm)
ENTRY DOORS	HOA-surface only	OWNER replace->	the Owner and their Insurance would be 100% responsible for necessary repairs and
REAR YARD GATES	HOA-surface only	OWNER replace->	replacement. (Article XI, Section 3A)
FAKESHUTTERS AROUND WINDOWS	HOA-surface only	OWNER replace->	
PARTY WALLS	HOA-surface only	OWNER replace->	
PARTY FENCES	HOA-surface only	OWNER replace->	
SMALL ROOF OVERHANG	HOA-rep placement	OWNER- exception>	
WOODEN BRACKET SMALL ROOF	HOA-replacement	OWNER exception>	