

# BOTANICA/SEA PLUM MASTER ASSOCIATION, INC

## Application Check List

The application must be **fully executed** or the application **will not** be accepted. This form **must** be submitted with all other necessary paperwork.

### General Submission Requirements

- Fully executed application
- Fully executed sales or lease agreement
- Application fee \$75 (Made out to Botanica HOA)
- Copy of vehicle registration/drivers license
- Signed Rules and Regulations

### If Applicable

- Pet Registration
- \$300 (PER PET) registration fee
- Photograph of pet

### Other Information

- Title company
  - Company Name \_\_\_\_\_
  - Company Address \_\_\_\_\_
  - Company Phone \_\_\_\_\_
  - Company Email \_\_\_\_\_
- Buyer/ Renter Realtor
  - Company Name \_\_\_\_\_
  - Company Address \_\_\_\_\_
  - Company Phone \_\_\_\_\_
  - Company Email \_\_\_\_\_
- Seller/ Leaser Realtor
  - Company Name \_\_\_\_\_
  - Company Address \_\_\_\_\_
  - Company Phone \_\_\_\_\_
  - Company Email \_\_\_\_\_

Are any of the applicants an active duty service member. Yes, branch \_\_\_\_\_. No

**While the average processing time may be between 10- 14 business days, **please plan and allow for 30 days processing time** .**

# BOTANICA/SEA PLUM MASTER ASSOCIATION, INC.

C/O Realtime property Management  
140 intracoastal Pointe Dr #306  
Jupiter, FL 33477  
561-763-0086

## Purchase & Lease Application

Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email Addresses: \_\_\_\_\_

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

Present Address: \_\_\_\_\_ How Long: \_\_\_\_\_ Rent: \_\_\_\_\_ Own: \_\_\_\_\_

Present Employer \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_ Phone: \_\_\_\_\_

Name of Owner: \_\_\_\_\_ Owner Phone #: \_\_\_\_\_

Name of Spouse: \_\_\_\_\_

Spouses Employer \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_ Phone: \_\_\_\_\_

# of Children: \_\_\_\_\_ Ages of Children \_\_\_\_\_

Will anyone other than spouse and children listed above reside with you? \_\_\_\_\_

No \_\_\_\_\_ If yes, names: \_\_\_\_\_

**IN CASE OF EMERGENCY NOTIFY:** \_\_\_\_\_ Relationship: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Address: \_\_\_\_\_

Do you have any pets who will be residing in the unit? No \_\_\_\_\_ Yes \_\_\_\_\_

**BOTANICA/SEAPLUM MASTER ASSOCIATION,  
INC.  
OWNER PET REGISTRATION**

There is a \$300 (pet pet) non-refundable dog deposit. (One form per pet) **The highlighted signature** at the bottom **must be signed** by all new owners or tenants regardless if you have a pet at the moment or not. Failure to sign this page will result in your application being returned.

DATE \_\_\_\_\_

OWNER'S NAME \_\_\_\_\_

UNIT ADDRESS \_\_\_\_\_

LOCAL TELEPHONE \_\_\_\_\_ LONG DISTANCE \_\_\_\_\_

I AGREE I WILL ABIDE BY THE RULES AND REGULATIONS OF BOTANICA/SEAPLUM MASTER ASSOCIATION, INC., ESPECIALLY HAVING MY PET ON A LEASH ALWAYS WHEN OUTSIDE, AND I WILL PICK UP AFTER MY PET. ALL OWNERS ARE LIABLE FOR THEIR DOGS. IF AN OWNER RENTS THEIR UNIT, THEN THE OWNER IS RESPONSIBLE FOR THE RENTER'S PETS. WE ALSO AGREE TO SUBMIT DOG TO AGGRESSIVENESS TESTING OR ANY OTHER TESTING REQUESTS THAT REALTIME PROPERTY MANAGEMENT OR THE BOARD OF DIRECTORS ASK IF AN ISSUE ARISES WHERE A RESIDENT REPORTS THAT THE DOG IS "AGGRESSIVE". FAILURE TO SUBMIT TO TESTING AT THE BOARD OF DIRECTOR'S REQUEST WILL BE A RESULT IN ATTORNEY ACTION. ALL COSTS ARE BORNE BY THE OWNER OF THE UNIT.

PET TYPE:  Dog  Cat      PET NAME \_\_\_\_\_

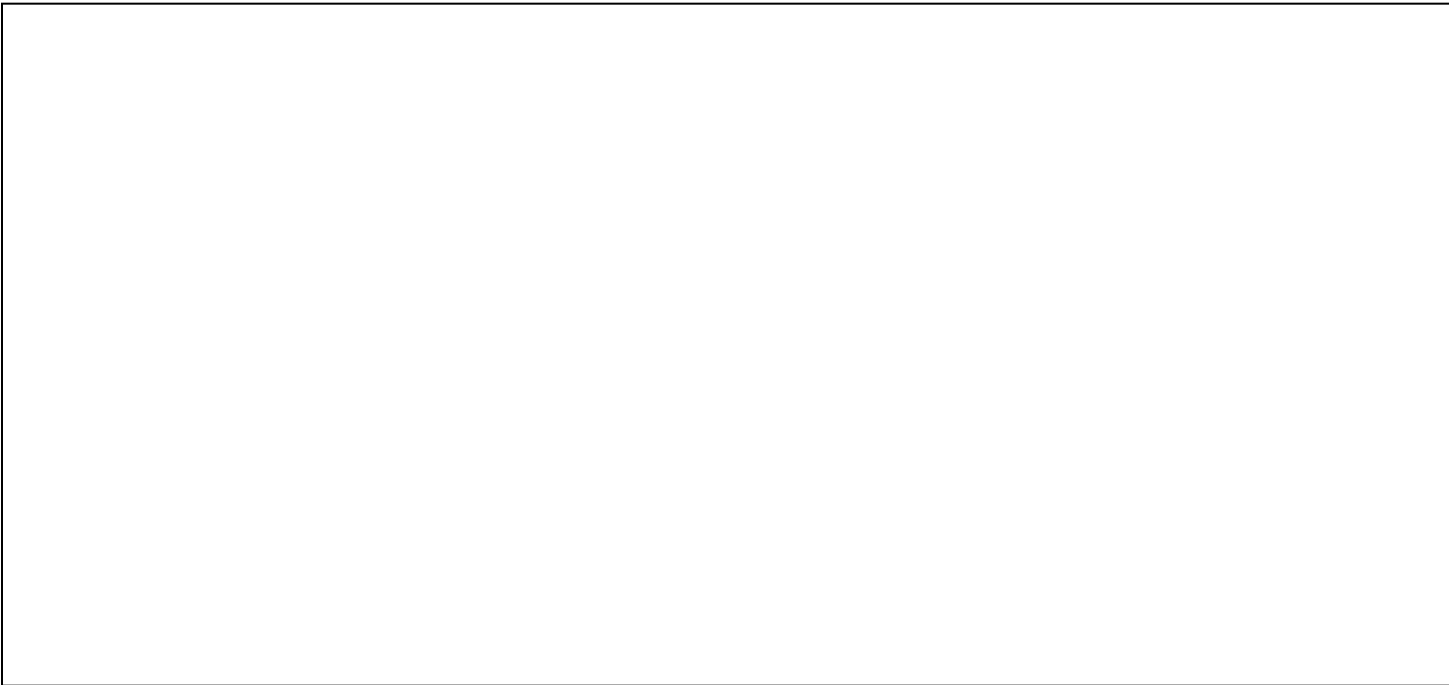
BREED \_\_\_\_\_ PET WEIGHT \_\_\_\_\_ AGE \_\_\_\_\_ SEX \_\_\_\_\_

IF AN APPLICATION STATES "MIXED BREED", THE BOARD OF DIRECTORS CAN REQUIRE A NOTARIZED CERTIFICATION FROM A VETERINARIAN.

**I HAVE READ, UNDERSTAND, AND AGREE THAT ANY FUTURE PETS LIVING IN MY HOME MUST BE REGISTERED AND PAY THE \$300.00 PET REGISTRATION FEE.**

**SIGN:** \_\_\_\_\_

Attach photograph of pet below:



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C/O Realtime property Management  
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## ACKNOWLEDGEMENT

I agree to abide by the rules and regulations of the BOTANICA HOMEOWNERS ASSOCIATION and am subject to the Declaration of Covenants of BOTANICA HOMEOWNERS ASSOCIATION. Failure to comply with terms and conditions thereof shall be a material default and breach of the lease / purchase agreement.

In the event the Owner rents their property and becomes delinquent in the payment of the Homeowners Association Assessments during the lease term, the parties acknowledge that the Association shall have the right to notify the Tenant of such delinquency, and demand that all Rent payments be paid to the Association until the delinquency is paid in full.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
For and on the behalf of the Board of Directors

\_\_\_\_\_  
Lessee/Purchaser

\_\_\_\_\_  
Lessee/Purchaser

Please **sign** the bottom of each page of the rules & regulations.

# BOTANICA/SEA PLUM MASTER ASSOCIATION, INC.

## CONDENSED RULES AND REGULATIONS

**Maintenance:** It shall be the duty of each Owner, at the Owner's sole cost and expense, to maintain, repair, replace and restore their respective Lot, including all Improvements located thereon in a neat, sanitary and attractive condition.

**Clothes Lines:** No outdoor clothes drying lines or related facilities shall be allowed within any portion of the Residential Property without the prior written consent of the Board, which consent may be withheld in the sole discretion of the Board.

**Trash:** No trash or garbage cans, supplies, or other articles shall be placed anywhere outside dwelling units and commercial buildings, including patios, except the night before trashing pickup day. To eliminate odors and vermin, all trash and garbage must be placed in plastic bags in garbage cans and deposited ONLY in the areas and on the trash pickup days.

**Automobiles and Commercial Vehicles:** No commercial truck, commercial van, bus, recreational vehicle, mobile home, motor home, camper, trailer, or similar vehicle or boat may be kept overnight on the Property including within the designated parking areas unless totally enclosed in a garage and not visible from the outside. Prohibited Vehicles include, but are not limited to, those (i) not designed primarily for the routine transportation of people, rather than equipment or goods, or (ii) bearing any advertising, logo, or other signs or having printed on the sides, front, or rear of same reference to any commercial undertaking or enterprise, or (iii) containing tool racks, saddle racks, or other elements of a commercial nature. Any vehicle the state registration for which contains a designation of the type of vehicle .as anything other than "Automobile" shall be presumed to be prohibited. No vehicles shall be repaired anywhere within the Property, except on an emergency basis. No vehicle shall be left within the Property for more than one business day if not capable of self-propulsion. All vehicles, including motorcycles, mopeds, etc., shall be equipped with effective sound muffling devices.

**Nuisances:** No Owner shall make or permit (i) any loud and/or disturbing noises of a continuing nature, (ii) any noxious or offensive activity, (iii) any emanation of unpleasant odors, or (iv) any other nuisance or annoyance by himself, his family, employees, tenants, agents, visitors, and licensees, nor do or permit anything by such persons' that will interfere with the reasonable rights, comforts or conveniences of the Owners. Any ultra-hazardous activity permitted or undertaken by any Owner within any portion of the Property shall be a nuisance, subject to extra protection and/or assurances of safety provided to the Board.

**Sight Distance at Intersection:** All property located at street or alley intersections shall be

landscaped to permit safe sight across the street/alley corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

**Antennas:** No radio or television installation may be permitted on a Lot which interferes with the television or radio reception of another Lot. No exterior antenna, aerial, satellite dish or other apparatus for the transmission of or receiving of television, radio or other signals of any kind shall be placed, allowed or maintained upon any portion of a Lot without the prior written consent of the Architectural Review Committee ("ARC"). ARC shall have the right to promulgate and regulate standards and guidelines restricting or limiting the dimensions, including the diameter, height, and length of any improvement and the location in which any of the foregoing improvements may be erected on the Property. If such improvement is permitted, the ARC may, in its sole and absolute discretion, require that parallel shrubbery or other improvements be installed to camouflage the presence thereof. In no event shall any ARC approved exterior antenna, aerial, satellite dish or other apparatus be permitted on the front portion of a Lot.

**Signs:** No sign, advertisement, notice or other lettering (except street numbers in front of Lots or names and addresses on mail boxes) shall be exhibited, displayed, inscribed, painted or affixed, in, on or upon any part of the Property, without the written consent of the ARC. The ARC shall have the right to prohibit any signs offering property for sale or rent, or limit the size of such sign. No Owner shall cause any sign, advertisement, notice or other lettering to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, patios, windows or roof, or any improvement similar or related thereto, unless approved by the ARC.

**Prohibited Parking:** No overnight parking shall be permitted on sidewalks or swale areas, and all parking shall only be permitted in driveways on Lots and/or designated parking areas within the Property (including the Lots). Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules promulgated by the Board from time to time may be towed by the Association at the sole expense of the owner of such vehicle, without warning.

**Garages:** No Owner shall cause any garage on his Lot to be permanently enclosed, converted, or otherwise remodeled to allow for occupancy of any occupants of the Lot.

**Pets and Animals:** Only common household pets, with the exception of pit bull dogs, belonging to Owners (or those occupying Lots through the authority of Owners including tenants), and pets which have been approved by the Board, will be allowed within the Property, subject to the following further restrictions: (1) Only common household pets may be kept in a Lot; (2) No pet shall be permitted outside a building except on a leash and at all times under the control of its Owner; (3) No other animals, snakes, livestock or poultry of any kind shall be kept on any portion of the Property; (4) No pets may be kept for the purpose of breeding or for any commercial purposes whatsoever; (5) No pets shall be allowed to constitute a nuisance; and (6) Each Owner shall promptly remove and dispose of waste matter deposited by his pet through a proper receptacle.

**Landscaping/Exterior Sculptures:** Except for such landscaping originally provided by the developer and any replacement thereof, no additional lawns, trees, shrubs, hedges, bushes or plantings shall be placed or installed on any portion of a Lot without the prior written approval of the ARC, which may be withheld in its sole discretion. In addition, no exterior sculptures, fountains, flags

(except for an American flag) or similar items shall be installed on any portion of a Lot without the prior written approval of the ARC, which may be withheld in its sole discretion.

**No Temporary Buildings:** No out-buildings, portable buildings, temporary or accessory buildings or structures, storage buildings shall be erected, constructed or located upon any Lot, for storage or otherwise, without the prior written consent of the Board.

**Leases:** No Lot, including improvements located thereon, shall be leased or rented for a term of less than six (6) consecutive months. Application fee, completed form and lease must be provided to Management Company prior to lease commencement date.

**Window Coverings:** All windows on any residential structure which are visible from the street or dwellings on other Lots shall have window coverings which have white or off-white backing or blend with the exterior color of the dwelling, as approved by the ARC. Reflective window coverings are prohibited.

**Hurricane Shutters.** As part of the initial construction of a Dwelling Unit upon any portion of the Property, there shall be provided hurricane shutters and the appropriate methods to affix the hurricane shutters over all windows within the Dwelling Unit. Each Owner shall be responsible to maintain their shutters and any replacements thereof so that the shutters are available always to be installed. It shall be the responsibility of each Owner to install their shutters within 24 hours of the time the National Weather Service officially issues a hurricane warning for an area including the Property. This deadline for installation shall be hereinafter referred to as the "Installation Deadline". If the Owner is not available to install the shutters timely, the Owner may make adequate provisions for others to install the shutters when required prior to the Installation Deadline. If the shutters are not installed by the Installation Deadline then the Association shall have the right, **but not the obligation**, to come upon the Owner's property to install the shutters. If the Association installs the Owner's shutters, then the Owner shall be responsible to pay the Association for all costs to accomplish the installation, including the purchase of additional panels if the Owner's panels are not readily available (which payment shall be due within fifteen (15) days of receipt of a bill from the Association and shall be considered an Individual Assessment).

I have read and agree to abide by these regulations: \_\_\_\_\_



**ARTICLE 10.25  
RENTING THE PROPERTY**

**10.25 Leasing.** No Lot, including improvements located thereon, shall be leased or rented for a term of less than six (6) consecutive months. Notwithstanding the lease of any Lot, the liability and obligations of the Owner of said Lot which are created under this Declaration shall continue unabated. The Board shall have the power to promulgate and amend Rules from time to time further restricting the leasing of Lots.

**I have read Article 10:25, above and understand renting or leasing my property for less than 6 months is in violation and could lead to fines.**

**Owners Signature:** \_\_\_\_\_

## **ARTICLE 14 ARCHITECTURAL STANDARDS**

The Board shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdictions, decisions of the committee established in Section 14.2 of this Article 14. This Article 14 shall not in any fashion be applicable to or binding upon the Class B Members and none of the provisions of this Article 14 may be amended without the Class B Members' written consent so long as the any Class B Member owns or is developing any portions of the Property,

I 4.1 Architectural Control for Exterior Changes. There shall be no:

(i) construction, which term shall include within its definition but shall not be limited to, staking, clearing, excavation, grading, and other site work; (ii) exterior alteration or modification of existing Improvements; (iii) any change in the outward appearance of any Improvements, including but not limited to, repainting in a different color, or (iii) Plantings or of plants, trees, or shrubs, except in strict compliance with this Article 14, until the requirements of each have been fully met, and until the approval of the appropriate entities has been obtained. All Improvements constructed on any portion of the Property by any of the Owners shall be designed by and built in accordance with the plans and specifications of a licensed architect or engineer.

14.2 Architectural Review Committee. The Board shall have the right, pursuant to the Bylaws, to appoint certain of the Members to an Architectural Review Committee ("ARC"), which shall have exclusive jurisdiction over all original construction on any portion of the Property, as well as overall modifications, additions, or alterations made on or to existing houses, commercial buildings and all other Improvements within the Property, subject to each Owner having the right of appealing to the Board any decisions of the ARC.

I have read the above and understand ARC approval is required prior to making any changes, as described above. I also understand that making any changes without ARC approval will result in fines or require restoration or removal of changes made at me

Signature: \_\_\_\_\_

Date: \_\_\_\_\_