



*Twelve Oaks Condominium Association, Inc.*  
 11353 Twelve Oaks Way  
 North Palm Beach, Florida 33408

Phone: 561-626-6878 Fax: 561-626-2357

**FOR OFFICE USE ONLY**  
**PLEASE DO NOT MARK ON THIS PAGE**

## BOAT SLIP SALE APPLICATION CHECKLIST

Slip No. \_\_\_\_\_ Name \_\_\_\_\_

- Application for Purchase of Boat Slip
- Boat Slip Purchase Agreement
- Addendum to Contract for Sale of Boat Slip
- Acknowledgement of Receipt of Governing Docs
- Slip Owner Data Sheet
- Copy of Boat Registration or Documentation
- Copy of Insurance
- Welcome Package
- \$ 100 Application Fee
- \$ 100 Capital Contribution
- DEP Fee: 6% of sale amount plus 7% sales tax (Twelve Oaks)
- Checks sent to Management Company
- Interview Date: \_\_\_\_\_ Time: \_\_\_\_\_ By: \_\_\_\_\_
- Certificate of Approval signed

Marina Decal Issued # \_\_\_\_\_ Date: \_\_\_\_\_

TWELVE OAKS CONDOMINIUM ASSOCIATION, INC.

APPLICATION FOR PURCHASE OF BOAT SLIP

I / we acknowledge receipt of the following for \_\_\_\_\_:

- Declaration
- Articles of Incorporation
- Bylaws
- Amendments
- Rules and Regulations

I / we agree to observe and abide by the terms and conditions stated in these documents.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

APPLICATION FOR LEASE OF BOAT SLIP

I / we acknowledge receipt of the Rules and Regulations.

I / we agree to observe and abide by the terms and conditions stated in this document.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**BOAT SLIP USE PURCHASE AGREEMENT**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between \_\_\_\_\_ hereafter known as Seller, and \_\_\_\_\_, hereafter known as Buyer.

Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase the Exclusive Right of Use of a portion of the Dock (as shown on Exhibit A to the Declaration of Covenants, Conditions and Restrictions for Twelve Oaks Marina), said portion being identified as Slip No. \_\_\_\_\_.

By execution of this Agreement, the Buyer acknowledges and agrees to all of the following:

1. Buyer's right of further assignment of the exclusive use of the Slip shall be limited to other unit owners/lessees with Twelve Oaks Condominium Association, Inc.
2. Seller is only assigning to Buyer an Exclusive Right of Use to the Slip and Buyer will not acquire legal or insurable title thereto.
3. Buyer's right of use of the Slip shall be subject to the rights of other Slip owners of ingress to and egress from their respective slips.

The expected closing date for sale of the aforementioned Boat Slip shall be on \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
DATE

**ADDENDUM TO CONTRACT FOR SALE OF BOAT SLIP**

This **ADDENDUM TO CONTRACT ("Addendum")** entered on \_\_\_\_\_, 20\_\_ between \_\_\_\_\_ ("Seller") and \_\_\_\_\_ ("Buyer") under the Contract dated \_\_\_\_\_, ("Contract") and in consideration of the mutual promises and covenants contained therein and in this Addendum, the parties hereby agree as follows:

1. The parties entered into a Contract for Sale and Purchase for Boat Slip No. \_\_\_\_\_ located in the Twelve Oaks Marina. The Closing Date is: \_\_\_\_\_.
2. The Contract is governed by the provisions of the governing documents and rules & regulations for Twelve Oaks Marina and is subject to the terms of the Sovereignty Submerged Land Lease Renewal Agreement between Twelve Oaks Condominium Association, Inc. ("Association") and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida dated March 7, 2014 and any amendments thereto.
3. The Seller acknowledges that he/she is responsible for accurately reporting the total amount due for the sale of the boat slip directly to the Association at the time this Addendum is signed. The total amount of the sale attributable to the boat slip is: \$ \_\_\_\_\_. The Seller's unit is \_\_\_\_\_ and is / is not entitled to the Homestead Exemption. If the Seller's unit is entitled to Homestead Exemption, a copy of the Palm Beach County Property Appraiser's record for the unit must be attached to this Addendum.
4. If Seller's Unit not entitled to Homestead Exemption, the Seller shall submit a payment of six percent (6%) of the annual gross income, plus all sales tax due thereon, derived from the Contract for use of the boat slip directly to Association on Closing Date. The Seller is not required to submit this payment if his/her Unit is entitled to Homestead Exemption. **The parties acknowledge that this provision shall be contained in each subsequent instrument or agreement used to transfer any interest in the boat slip to each new boat slip renter/user/holder and if such provisions is not included, no interest may be transferred.**
5. The Association shall be considered a third party beneficiary of the terms of this Addendum and shall be entitled to enforce the same at law and/or in equity through a court of appropriate jurisdiction in Palm Beach County, Florida. Failure of the Seller to timely remit the payment due to the Association shall be deemed a material breach of this Addendum and the Association shall be entitled to recover its costs and reasonable attorney's fees in the event it becomes necessary to enforce its rights.
6. In the event of any conflict or ambiguity between this Addendum and the Contract, this Addendum shall control. This Addendum may not be amended by the parties, unless such Amendment is in writing and mutually agreed to by the parties.

**BUYER:**

**SELLER:**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

TWELVE OAKS CONDOMINIUM ASSN., INC.

**APPLICATION FOR PURCHASE, TRANSFER, GIFT DEVISE OR INTERITANCE  
APPROVAL**

**BOAT SLIP**

1. This application, an application for approval, and authorization forms must be completed in detail by each proposed adult occupant, other than husband/wife or parent/dependent child (which is considered one applicant).
2. If any question is not answered or left blank, this application may be returned, not processed and not approved.
3. Please attach a copy of the sales contract to this application
4. Please attach a non-refundable \$100.00 processing fee to this application, made payable to **TWELVE OAKS CONDOMINIUM ASSN., INC.** for each applicant, other than husband/wife or parent/dependent child (which is considered one applicant).  
- Acceptance of the processing fee does no in any way constitute approval of this transaction.
5. The completed application must be submitted to the Association office at least 30 days prior to the desired date of occupancy (lease date).
6. All applicants must make themselves available for a personal interview prior to final Board of Directors approval. Occupancy prior to Board of Directors approval is prohibited.
7. The seller (current owner) must provide the lessee with a copy of the Marina Documents and Rules & Regulations otherwise; you must purchase them from the Association for \$75.00.
8. Purchaser must notify the Association office with the exact date of their closing.

**MUST PRINT OR TYPE ALL INFORMATION ON THESE FORMS**

Date \_\_\_\_\_ Slip # \_\_\_\_\_ Approx. Closing Date \_\_\_\_\_

Current Owner's Name(s) \_\_\_\_\_

Address \_\_\_\_\_ Tele. No. \_\_\_\_\_

Realtor \_\_\_\_\_ Tele. No. \_\_\_\_\_

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NAME of Prospective Purchaser (as Title Will Appear):

Name. \_\_\_\_\_

Name. \_\_\_\_\_

Address \_\_\_\_\_ Tele. No. \_\_\_\_\_

Realtor \_\_\_\_\_ Tele. No. \_\_\_\_\_

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MORTGAGE INFORMATION: (If boat slip will be mortgaged):

Name of Lender \_\_\_\_\_ Tele. No. \_\_\_\_\_

Address \_\_\_\_\_

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Have you ever seasonally resided in Florida before? \_\_\_\_ If yes, please state the name, address and dates of residency:

\_\_\_\_\_

If retired, please state the company's name and address retired from and when retired:

\_\_\_\_\_

Have you ever been convicted or pled to a crime? \_\_\_\_ If yes, please state the date(s), charge(s) and disposition(s):

\_\_\_\_\_

1. In making the foregoing application, I represent to the Board of Directors that the purpose for the Purchase of a boat slip at **TWELVE OAKS** is as follows:  
Permanent \_\_ Seasonal \_\_ Other (Explain) \_\_\_\_\_
2. I hereby agree for myself and on behalf of all persons who may use the boat slip, which I seek to purchase that I will abide by all of the restrictions contained in the Bylaws, Rules & Regulations, Marina Documents, and restrictions, which are or may in the future be imposed by the **TWELVE OAKS CONDOMINIUM ASSN., INC.**
3. I have received a copy of all Marina Documents: Yes \_\_\_\_\_ No \_\_\_\_\_  
I have received a copy of the Marina Rules & Regulations: Yes \_\_\_\_\_ No \_\_\_\_\_
4. I understand that I will be advised by the Board of Directors of either acceptance or denial of this application. Occupancy prior to Board of Directors approval is prohibited.
5. If this application is accepted, I will provide the Association with a copy of the recorded Deed within 30 days of closing.
6. I understand that the acceptance for purchase of a boat slip at **TWELVE OAKS** is conditioned in part upon the truth and accuracy of this application and upon the approval of the Board of Directors. Any misrepresentation or falsification of the information on these forms will result in the automatic disqualification of my application. Occupancy prior to Board of Directors approval is prohibited.
7. I understand that the Board of Directors of the **TWELVE OAKS CONDOMINIUM ASSN., INC.** may cause to be instituted an investigation into my background as the Board may deem necessary. Accordingly, I specifically authorize the Board of Directors, Management and **RENTERS REFERENCE OF FLORIDA, INC.** to make such investigation, and agree that the information contained I this and the attached application may be used in such investigation and that the Board of Directors, Officers and Management of the **TWELVE OAKS CONDOMINIUM ASSN., INC.** itself shall be held harmless from any action or claim by me in connection with the use of the information contained herein or any investigation conducted by the Board of Directors.

In making the foregoing application, I am aware that the decision of the **TWELVE OAKS CONDOMINIUM ASSN., INC.** will be final and no reason will be given for any action taken by the Board of Directors. I agree to be governed by the determination of the Board of Directors.

APPLICANT \_\_\_\_\_ APPLICANT \_\_\_\_\_



Twelve Oaks Condominium Association, Inc.  
 11353 Twelve Oaks Way, North Palm Beach, FL 33408  
 Telephone: 561-626-6878 Fax: 561-626-2357  
 Email: [pm12oaks@comcast.net](mailto:pm12oaks@comcast.net)

## TWELVE OAKS MARINA

Please complete the following information and return to the Twelve Oaks Office.  
Please remember to include a copy of your insurance and registration.

OWNER'S NAME:	BOAT NAME:
SLIP NUMBER:	REGISTRATION NUMBER/STATE:
OWNER'S PHONE NUMBER:	HIN NUMBER:
OWNER'S E-MAIL ADDRESS:	BOAT YEAR/MODEL:
INSURANCE COMPANY:	LENGTH OF BOAT:
POLICY NUMBER: (INCLUDE COPY)	DECAL NUMBER:

RENTER'S NAME:	BOAT NAME:
SLIP NUMBER:	REGISTRATION NUMBER/STATE:
RENTER'S PHONE NUMBER:	HIN NUMBER:
RENTER'S E-MAIL ADDRESS:	BOAT YEAR/MODEL:
INSURANCE COMPANY:	LENGTH OF BOAT:
POLICY NUMBER: (INCLUDE COPY)	DECAL NO:

**ASSIGNMENT OF RIGHT TO USE BOAT SLIP  
TWELVE OAKS MARINA**

This assignment is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ hereinafter referred to as Grantor, and \_\_\_\_\_ hereinafter referred to as Grantee.

WITNESSETH:

That the Grantor does hereby assign, pursuant to the provisions of the Declaration of Covenants, Conditions and Restrictions for Twelve Oaks Marina, to Grantee, Boat Slip \_\_\_\_\_ as shown on Exhibit A to said Declaration, effective \_\_\_\_\_, 20\_\_. The Declaration of Covenants, Conditions and Restrictions for Twelve Oaks Marina is recorded in the Official Record Book 4472, page 1185m as amended in Official Record Book 4904, page 314, and Official Record Book 5488, page 1317, all of the public records of Palm Beach County, Florida.

Further, that Grantee accepts this assignment subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions for Twelve Oaks Marina, and subject to the terms of the marina license, effective \_\_\_\_\_ 20\_\_.

The Grantee, by acceptance and execution of the Assignment, acknowledges that this Assignment is subject in every respect to all the terms, conditions and provisions of the Declaration of Covenants, Conditions and Restrictions for Twelve Oaks Marina.

IN WITNESS WHEREOF, the Grantor and Grantee have caused these presents to be signed on the date indicated above.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

as to Grantors

\_\_\_\_\_  
\_\_\_\_\_

as to Grantee(s)

GRANTOR(S):

\_\_\_\_\_  
\_\_\_\_\_

GRANTEE(S):

\_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA            )  
  )SS  
COUNTY OF PALM BEACH    )

BEFORE ME, the undersigned, authority, personally appeared \_\_\_\_\_ and \_\_\_\_\_ who acknowledged before me that he/she/they executed this instrument for the uses and purposes herein set forth.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:



*Twelve Oaks Condominium Association, Inc.*  
*11353 Twelve Oaks Way, North Palm Beach, Fl. 33408*

*Phone: (561) 626-6878 Fax: (561) 626-2357*

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## **OVERALL BOAT LENGTH**

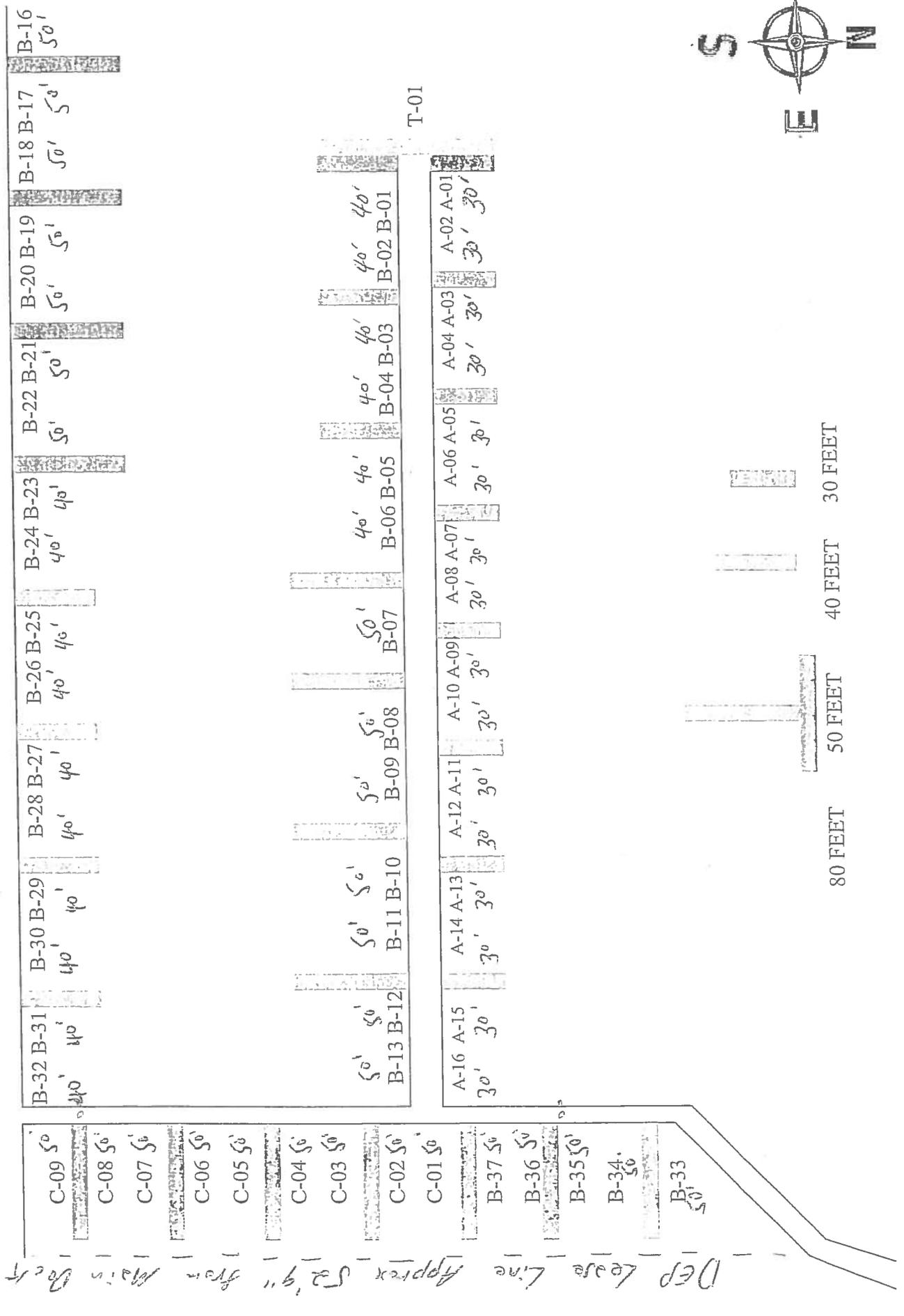
The Marina Committee may, by a majority vote at a duly constituted meeting, approve a vessel which has a length overall longer than the "nominal slip length" if the following conditions are met:

1. No part of the vessel can overhang the dock.
2. No part of the vessel can break the plane of a DEP lease boundary line.
3. When tied in a slip or resting in a lift, no part of a vessel may extend past the nominal slip length<sup>1</sup>, as measured from the edge of the main dock, by more than eight feet, including all extensions including, but not limited to, such permanent or temporary objects such as bow pulpit, swim platform, anchor, davits, antennae, outrives, outboards, booms or masts.
4. In the case of slips E-1, E-2, E-3 and E-4 no permanent or temporary part of a vessel may extend into the nominal slip length of an adjacent slip.
5. A vessel may not pose a navigational hazard, such determination to be in the sole discretion of a majority of the Marina Committee.
6. Vessels presently permitted in the marina are grand fathered, unless they encroach upon a DEP lease line.
7. Special consideration may be given in cases that do not qualify under the above criteria, but must have the approval of a majority of the Marina Committee at a duly constituted meeting with the exemption a request being on the posted agenda.

<sup>1</sup>Nominal slip length is defined as the 30-foot, 40-foot, 50-foot length or 80-foot slips as designated on the attached diagram.

The abovementioned was approved at the Board of Directors Meeting held on April 4, 2006.

TWELVE OAKS MARINA  
NORTH PALM BEACH, FL



80 FEET    50 FEET    40 FEET    30 FEET

**Twelve Oaks Marina**  
**Boat Registration Form**

**All boats must be registered with the Twelve Oaks office.**

Please complete the following information and return the completed form to the Twelve Oaks Management Office at 11353 Twelve Oaks Way, North Palm Beach, FL 33408, or fax to the Management Office at: 561-626-2357. Please remember to include a copy of your Certificate of Insurance, .

**Owner's Name:** \_\_\_\_\_

**Renters Name (if applicable):** \_\_\_\_\_

**Slip Number:** \_\_\_\_\_

**Decal No:** \_\_\_\_\_ **Emergency Phone No:** \_\_\_\_\_

**Boat Name:** \_\_\_\_\_

**Entire Length of Boat:** \_\_\_\_\_

**If applicable: Name under which Boat is Documented:** \_\_\_\_\_

**State where Boat is Documented:** \_\_\_\_\_

**State of Registration:** \_\_\_\_\_

**Insurance Co.:** \_\_\_\_\_

**Policy Number:** \_\_\_\_\_

**Owner (Renter) Signature:** \_\_\_\_\_

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

**Approved by:** \_\_\_\_\_

**Marina Committee**

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

6/30/2016

**RULES AND REGULATIONS  
FOR THE COMMON AREAS AND BOAT SLIPS**

*All Assignees, their lessees, invitees and guests, shall comply with the following rules and the Association may promulgate regulations as from time-to-time.*

1. The Rules of the Road and navigation laws of the United States shall apply to all vessels approaching or leaving the boat slips and docks. When a vessel enters the boat slip and dock area, it shall come under the jurisdiction of the Association and its agents.
2. All vessels, their owners and captains shall comply with all Federal, state, county and municipal laws, ordinances and regulations, and shall strictly adhere to all United States Coast Guard pollution standards.
3. All vessels shall be removed from the boat slip and dock area at the time of or before the issuance of hurricane warnings for the Village of Twelve Oaks by the United States Weather Bureau.
4. The speed limit for vessels in the boat slip and dock area is three (3) miles per hour, and shall be *strictly* enforced. There shall be no wake from *any* vessel.
5. Parents are responsible for the actions and safety of their children in the area of the boat slips and docks. The Association may exclude children who behave improperly in this area, or whose actions endanger themselves or others from this area unless an adult designated by the parent accompanies them. Swimming or diving for recreation or pleasure, or fishing from piers on docks is *strictly prohibited*.
6. Pets shall be kept on a leash while in the boat slip and dock area. Pets shall be *immediately* removed from the area at the request of the Association if they disturb other Assignees.
7. Noise shall be kept to a minimum at *all* times. Assignees shall use discretion when operating engines, generators, radios and television sets, so as not to create a nuisance or disturbance. Engine start-up time shall not be before 6:00am, and vessels must depart the marina shortly thereafter. Sailboats must secure their mast lines so as not to clang.
8. No charcoal, barbeque or other cooking fires shall be allowed on the docks or on boats.
9. No assignee, lessee or guest shall discharge *any* waste from any vessel's holding tanks, toilets or sinks, pump any bilges, oil, spirits, or inflammable liquids into the waters around the boat slips and docks. Refuse and garbage shall *not* be thrown overboard. Assignee and/or lessee shall be responsible for the disposal of his own refuse and garbage in a sanitary manner. The Association will *not* provide refuse and garbage collection services to boat slips and docks.
10. No vessel may be utilized for lodging either temporarily or permanently, except with the express written consent and authorization of the Association.

6/30/2016

**RULES AND REGULATIONS  
FOR THE COMMON AREAS AND BOAT SLIPS  
PAGE 2 OF 2**

11. Major repairs or refitting of vessels at docks is *prohibited*. Minor repairs, mechanical adjustments, electrical work and touch-up painting are permitted with *prior approval* of the Association. Any sanding using power tools is *prohibited*. The Association shall be consulted *prior* to commencing any work. The Association shall make no repairs without prior approval.
12. Only marine repair companies, mechanics who have met insurance requirements or the Association shall be allowed to work on vessels in the boat slip and dock areas unless the assignee has agreed *in writing* to indemnify, defend and hold harmless the Association and other unit owners against any loss caused by the work. The Association must previously approve all work on vessels by outside contractors. Assignees shall notify the Village of Twelve Oaks security personnel when they expect contractors on their vessels. Unless notification is so given, contractors will *not* be permitted to enter the Village of Twelve Oaks.
13. Painting, scraping or repairing of gear shall *not* be permitted on the docks or finger piers.
14. It shall be the responsibility of Assignees to keep their vessels in such condition that they do not become unsightly, dilapidated or reflect unfavorably on the appearance standards of the facility. Decks of all vessels shall be kept free and clear of debris, bottles, papers, trash or other unsightly materials *at all times*.
15. All vessels using the facilities must have a capable crew to tie up by themselves.
16. Water siphons are to be used only in the event of an emergency.
17. No boat storage will be permitted. And, on land, there will be *no* storage of boats, trailers and/or accessories.
18. There will be *no* commercial facilities such as restaurants, lounges and/or yacht clubs.
19. There will be *no* fueling facilities.
20. There will be *no* launching or haul-out facilities.

*Amendment of the Section 1 Rules & Regulations shall require the approval of a majority of the Board of Directors of the Association, and a majority of the Assignees.  
I have read and understand the above Rules and Regulations.*



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*North Palm Beach, Florida 33408*  
*Phone: 561-626-6878 Fax: 561-626-2357*

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## **THE MOST PREVALENT INFRACTIONS OF THE MARINA RULES**

1. Slips may not be transferred or sold by the unit owner unless otherwise approved by the Board of Directors and confirmed by appropriate legal document. Article II, Section 3 (C,D).
2. In order that the boat slips and docks may be utilized in such manner as is in the best interest of all assignees, no assignees, lessees, or guests may utilize a boat slip or the docks for a particular vessel until such time as the association has approved the vessel. Article II, Section 2.
3. Slip owners or licensees must register and identify their vessels with the Association on the appropriate registration forms and visually display any decal or form issued by the Association identifying said vessel. Article II, Section 7(B).
4. Docks, finger piers and slips are to kept free of boat gear at all times and may not be obstructed or encumbered, in any way or used for any purpose other than ingress and egress to and from marina areas with the exception of power cords, water hoses dock ladders and properly secured dock boxes. Water lines and power cord are to be coiled so not to obstruct the walkways. Article II, Section 9; Article VII, Section 1.
5. No Assignee shall in any way modify, repair, maintain, paint or otherwise change the appearance of the boat slips, the Marina or the facilities located therein without the prior written consent of the Association. This includes the installation of boatlifts. Any unauthorized changes made to the docks or piers will be corrected to the original state by the owner, at the owner's expense. The Association shall have the sole right and obligation to maintain the Marina, the boat slips, the dock, piers, pilings and other Association property. Article II, Section 9; Article VII, Section I.
6. Major repairs or refits of vessels at docks are prohibited. Minor repairs, mechanical adjustments, electrical work and touch-up painting are permitted. Disc sanding is prohibited. Article VII, Section I (K) Painting, scraping, or repairing of gear shall not be permitted on the docks or finger piers. . Article VIII, Section 1 (M).
7. Parents are responsible for the actions and safety of their children in the area of the boat slips and docks. Children who behave improperly in this area or whose actions endanger themselves or others may be excluded from this area by the Association unless they are accompanied by a parent or responsible adult designated by a parent.

**TWELVE OAKS CONDOMINIUM ASSOCIATION, INC.**

**11353 Twelve Oaks Way**

**North Palm Beach, FL 33408**

**Office: (561) 626-6878 | Fax: (561) 626-2357**

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DATE:

TO: [ARJUPITER@CAMPBELLPROPERTY.COM](mailto:ARJUPITER@CAMPBELLPROPERTY.COM)

FROM: Twelve Oaks Office

RE: BOAT SLIP PURCHASE

Below, please find information regarding recent Boat Slip purchase. Please make your changes accordingly.

BOAT SLIP #:

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NEW OWNER:

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NEW OWNER MAILING ADDRESS:

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CONTACT INFORMATION:

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PRIOR OWNER:

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