



BANYAN

PROPERTY MANAGEMENT, INC.

Dedicated to Your Community

**JOG ESTATES PROPERTY OWNERS ASSOCIATION, INC.
A 55+ COMMUNITY**

**C/O Banyan Property Management Services, Inc.
2328 S. CONGRESS AVE, SUITE 1C, WEST PALM BEACH, FL 33406
OFFICE: (561) 649-8585 FAX: (561) 649-0188**

APPLICATION INSTRUCTIONS FOR PURCHASE/LEASE

Enclosed you will find an application package which must be completed in its entirety and submitted for review to the management office prior to occupancy of the unit.

PLEASE BE ADVISED THAT THIS IS A 55+ COMMUNITY AND ONE OWNER/LEASEE MUST BE 55 YEARS OF AGE OR OLDER. OWNER CANNOT LEASE UNITS FOR 24 MONTHS AFTER PURCHASE.

ALSO BE ADVISED THAT NO CHILDREN UNDER THE AGE OF EIGHTEEN (18) WILL BE ALLOWED TO RESIDE IN THE COMMUNITY.

This application procedure is mandatory and there is a non-refundable application payable to: ***Banyan Property Management, Inc.*** for \$100.00 in money order or cashiers check ONLY. and \$50.00 payable to ***Jog Estates Property Owners Assoc., Inc.*** Money order or cashiers check only. Attach a copy of your Drivers License or ID and a copy of your purchase or lease contract to the application.

Application fee of \$150.00 covers only the orientation and background check, all other charges for estoppels or PUB questionnaires are not included in the application fee. You will receive your Certificate of Approval after the orientation.

***** **PLEASE BE ADVISED THAT THIS IS A 55+ COMMUNITY** *****

If you have any problems completing this application, Banyan Property Management can be reached at 561-649-8585. Thank you in advance for your cooperation.

2328 South Congress Avenue • Suite 1-C • West Palm Beach, FL 33406
(561) 649-8585 • Fax (561) 649-0188

www.banyanproperty.com

APPLICATION FOR OCCUPANCY/APPROVAL

PRINT OR TYPE

Purchase _____ Lease _____ (how long)

Apt no. _____ Bldg no. _____ Address of unit _____

Date _____ 200_____ Desired date of occupancy _____

Name _____ Date of Birth _____ SS# _____
Spouse or

Applicant _____ Date of Birth _____ SS# _____

() single () married () widow(er) () separated _____ () Div. _____ Maiden name _____
How long How long

Number of people who will occupy. Adults (over age 18) _____ children (over 18) _____ children (under 18) _____

Names & ages of children who will occupy: _____

Description of pets (Breed, size, color, weight, etc>) _____

In case of emergency notify: _____
Name Address Telephone

RESIDENCE HISTORY

PRINT OR TYPE

Present Address _____ Phone: () _____

Name of apt/condo _____ phone: () _____ Dates of Residency _____

Name of Landlord or Mortgage, co. _____ phone () _____

Address _____ Mtg. No. _____

Previous Address _____ your Apt no. _____

Name of Apt Condo _____ phone() _____ Dates of Residency _____

Name of Landlord or Mtg co. _____ phone # () _____

Address _____ Mtg No. _____

Prior Address _____ your apt no. _____

Name of Apt condo _____ phone () _____ Dates of Residency _____

Name of Landlord or Mtg Co. _____ Phone () _____

Address _____ Mtg. No _____

APPLICATION FOR JOG ESTATES PROPERTY OWNERS ASSOCIATION, INC.

UNMARRIED CO-APPLICANTS Fill Out a Separate application. Do Not Leave any blank spaces.

Name _____ SS# _____ DOB _____

Spouse _____ SS# _____ DOB _____

Driver's License# _____ ST _____ Spouses Drivers License# _____ ST _____

Other
Name Relationship Age SS# Name Relationship Age SS#

Occupants
Name Relationship Age SS# Name Relationship Age SS#

Pets Number _____ Type _____ Breed _____ Weight _____ Age _____

Home Phone () _____ why moving _____

Present Address
Street Apt City St Zip Code

Present Landlord or
Mortgage Holder _____ Phone () _____

Length of Residence : _____ / _____ / _____ Monthly Rent/Mtg \$ _____ Mtg Acct # _____

Present
Employer _____ City & St _____ Phone # _____
Position _____ Dates Employed _____ / _____ / _____ Income _____ per _____ Mgr. _____
Mo yr Mo

Spouse Present
Employer _____ City & St. _____ Phone# _____
Position _____ Dates Employed _____ / _____ / _____ Income _____ per _____ Mgr. _____

In case of
Emergency notify _____
Name Relationship Address

Have you ever had an eviction filed or left owing money to an owner or landlord? Applicant: Yes _____ No _____ Spouse: Yes _____ No _____
Have you applied for residency in the past 2 years but did not move in? Applicant: Yes _____ No _____ Spouse: Yes _____ No _____
Have you ever had adjudication withheld or been convicted of a crime? Applicant: Yes _____ No _____ Spouse: Yes _____ No _____

If you have answered yes to any of the above questions please explain the circumstances regarding the situation on back of this sheet.

AUTHORIZATION OF RELEASE OF INFORMATION Applicant(S) represents that all to the above information and statements on the application for rental are true and complete, and hereby authorizes an investigative consumer report including, but not limited to residential history (rental or mortgage) employment history, criminal history records, court records, and credit records. This application must be signed for it can be processed by management. Applicant acknowledges that false or omitted information herein may constitute grounds for rejection of this application, termination of right of occupancy, and/or forfeiture of fees or deposits and may constitute a criminal offense under the laws of this state. **NON-REFUNDABLE APPLICANT FEE** applicant(s) agree to pay \$ _____ for a non-refundable application processing fee. Reservation fee agreement applicant has paid a reservation fee of \$ _____ in consideration of taking the dwelling unit off the market while considering the approval of this application. If applicant(s) is approved and the contemplated lease is entered into, then on the day of move in the fee will be credited towards payment of the security deposit amount of \$ _____. If the applicant(s) is approved but fails to promptly enter into the contemplated lease or fails to move in on the agreed upon date, the reservation fee will be retained by owners as liquidated damages. The reservation fee will only be refunded if the applicants cancel this application with written notice within _____ hours of if application is not approved, refunds will be sent via mail within 30 days of cancellation. This application is preliminary only and does not obligate owner or owner's agent to execute a lease or deliver possession of the proposed premises. No oral agreements have been made.

Applicant's Signature _____ Date _____ Spouse's Signature _____ Date _____

EMPLOYMENT & BANK REFERENCES

PRINT OR TYPE

Employed by (Business Name) _____ Phone () _____

How long _____ Dept or position _____ Mo. Income _____

Address _____ Zip _____

Spouses Employment (Business Name) _____ Phone () _____

How long _____ Dept or position _____ Mo. Income _____

Address _____ Zip _____

Bank Reference _____ Phone () _____

How long _____ Ck Acct No. _____ Save Acct No. _____

Address _____ Zip _____

Bank Reference _____ Phone () _____

How long _____ Ck Acct No. _____ Save Acct No. _____

Address _____ Zip _____

CHARACTER REFERENCE

PRINT OR TYPE

1. _____ Res phone () _____ Ofc Phone() _____

Address _____ Zip _____

2. _____ Res phone () _____ Ofc Phone () _____

Address _____ Zip _____

3. _____ Res Phone () _____ Ofc Phone () _____

Address _____ Zip _____

Drivers License# _____ #2 _____ State _____

Make _____ Model _____ Year _____ Plate No. _____ Color _____ State _____

Make _____ Model _____ Year _____ Plate No. _____ Color _____ State _____

This application is not legible or is not completely and accurately filled out, LexisNexis (and the association) will not be liable or responsible for any inaccurate information if the investigation and related report (to the association) caused by such omissions or Legibility. By signing, the applicant recognizes that the Association or their agent, LexisNexis may investigate the information supplied by the applicant and a full disclosure of pertinent facts may be made to the Association. The investigation may be made of the applicant's character. General reputation, personal characteristics, credit standing, police arrest record and mode of living as applicable. I may request in writing, within a reasonable time, a complete and accurate disclosure of the nature and scope of any investigation.

Signature _____ Signature _____

AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, personally appeared _____, who, first being duly sworn, upon oath, deposes and says:

1. Affiant is the Owner of a Unit in Jog Estates Property Owners Association, Inc., the Unit located at _____ ("Subject Property").
2. Affiant agrees and acknowledges that at least one (1) person 55 years of age or older will reside on a permanent basis in the Subject Property at all times pursuant to the Association's governing document restrictions regarding Jog Estates status as a 55 and older community as well as pursuant to Florida and Federal Fair Housing laws regarding housing for older persons.
3. Affiant acknowledges that _____ has provided the Association with acceptable documentation in the form of _____ that at least one (1) person 55 years of age or older will reside on a permanent basis in the subject property as identified above. Acceptable forms of documentation include a driver's license, birth certificate, passport, immigration card, military identification, and any other State, local, national or international official documents containing a birth date of comparable reliability.
4. Affiant further states he or she is familiar with the nature of an oath, and with the penalties as provided by the Laws of the State of Florida for falsely swearing to statements in an instrument of this nature. Affiant further certifies that he or she has read the full facts of this affidavit and understands its contents.

FURTHER AFFIANT SAYETH NAUGHT.

Signature

Print Name

Signature

Print Name

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this ____ day of _____, 200__ by _____ who is personally known to me or who provided _____ as identification.

Notary Public State of Florida

Printed Name of Notary

My Commission Expires: _____

(SEAL)



CFN 20100142757
OR BK 23800 PG 1326
RECORDED 04/19/2010 10:32:29
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1326 - 1327; (2pgs)

Prepared by:
Randall K. Roger & Associates, P.A.
621 NW 53rd Street, Suite 300
Boca Raton, FL 33487

**Certificate of Amendment to the
Declaration of Covenants
and Restriction of Sandhurst**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Covenants and Restrictions for Sandhurst ("Declaration"), as described in Official Records Book 11186 at Page 1196 of the Public Records of Palm Beach County, Florida was duly adopted in accordance with the Declaration.

IN WITNESS WHEREOF, we have affixed our hands this 26 day of March, 2010, at West Palm Beach (City), Palm Beach County, Florida.

By: Allen Mack
Print: ALLEN MACK
Attest: Shirley Killion
Print: Shirley Killion

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 26 day of March, 2010, by Allen Mack as President and Shirley Killion as Secretary of Jog Estates Property Owners Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

NOTARY PUBLIC:

Sign Susan M. Iorio



Susan M. Iorio

AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS OF
SANDHURST

(additions indicated by underlining, deletions by "----" and
unaffected language by ". . .")

Amendment to Article 13 of the Declaration by adding a new Section (h) therein, as follows:

Lease Approval Process: Leasing of Units. Notwithstanding anything to the contrary contained in this or any other document governing Jog Estates Property Owners Association, Inc., the Association, through the Board of Directors shall approve all leases, as set forth herein. The following provisions govern the lease approval process:

(h) Lease Moratorium. Notwithstanding anything contained in Article 13 of the Declaration, no Owner who acquires title to a Unit by way of purchase for a valuable consideration shall be permitted to lease the Unit during the first twenty-four (24) months of ownership. In the event such a purchasing Owner acquires title to a Unit with a lessee in possession under an approved lease, at the expiration of such lease term, the Unit shall not again be leased until the two (2) year anniversary of the expiration of the prior approved lease. The foregoing restriction against leasing shall not be applicable to an Owner who acquires title through gift, inheritance, bequest, the settlement or resolution of a marital dispute, as a transfer between family members, or as a result of a transfer of a Unit which is not made for a valuable consideration. For purposes of this paragraph, a "transfer between family members" means any lifetime transfer of a Unit between an Owner and his or her spouse, child, parent, sibling or grandchild, or between an Owner and another person with whom the Owner and such person are in relationship and permanently reside together within the same property.

For purposes of this paragraph, the phrase "purchase for a valuable consideration" shall mean and refer to any purchase of a Unit for a purchase price which exceeds \$75,000.00.

APPLICANT AUTHORIZATION

I hereby authorize and request any present or former landlord, employer, school, police department, financial institution, agency or other persons having personal knowledge about me, to furnish bearer with any and all information in their possession regarding me in connection with an application for residence.

I hereby authorize LexisNexis to obtain and verify such information including accessing consumer reporting agencies as well as performing a criminal and eviction record search.

I have been notified that a consumer report will be requested and understand that the information that LexisNexis obtains is to be used in the processing of my rental application.

I hereby release and hold harmless LexisNexis its affiliates, employees and agents and any other organization that provides information from any and all liabilities arising out of the use of such information in connection with LexisNexis.

Print Name

Print Name

Applicant's Signature

Date

Co-Applicant's Signature

Date

JOG ESTATES PROPERTY OWNER'S ASSOCIATION, INC.

RULES AND REGULATIONS

Age restrictions:

- At least one occupant must be 55 years of age or older in 80% of the dwellings. **(14/6.311)**
- No person nineteen years of age or younger shall reside in Sandhurst for more than 60 days per calendar year. **(14/6.31.2)**

Structural and Landscape Changes:

- Before making any improvements on your property, the owner must submit a written plan to the Architectural Committee for approval. This includes structural changes, painting and major landscape projects. **(9/5.3)**
- No artificial grass, plants or other artificial vegetation shall be placed outside a unit. All dead plants, shrubs, flowers shall be promptly replaced by the owner. Ornamental objects and art must have prior approval if placed in the front yard. It is requested that such objects be confined to rear gardens. **(14/6.15)**
- Each owner shall be responsible for the repair, maintenance and replacement of sprinkler systems on the owner's lot. Each owner shall be responsible for any damage to the common sprinkler system caused by the owner or any resident of the owner's unit. **(7/3.13)**

Use Restrictions:

Vehicles: (11/6.2)

- No overnight parking is permitted on any sidewalks, lawns, or areas other than on the driveway or in the garage of a unit.
- Only the following vehicles are permitted to be parked overnight (*between the hours of 6pm – 6am*) **on the residents' property:** automobiles and vans that are constructed as private passenger vehicles with permanent rear seats and side windows.
- No recreational vehicle, camper, trailer or boat may be parked outside a unit overnight.
- No vehicle may contain commercial lettering, signs or equipment. Law enforcement vehicles are exempt.
- All vehicles must be in good condition and repair, and contain a current license plate.
- No motorcycle, motorbike, moped, all-terrain vehicle, or other such vehicle shall be operated in the development unless it is properly licensed for street use and is equipped with appropriate **noise-muffling equipment**.
- Speeding is not permitted in the community. Special attention should be paid to pedestrians and pets

Maintenance: (14/6.18)

- All UNITS and other IMPROVEMENTS existing within the SUBJECT PROPERTY at all times should be maintained in first class condition and good working order, in a clean, neat and attractive manner, and in accordance with all applicable governmental requirements.
- Exterior maintenance, including painting shall be periodically performed as reasonably necessary.

Pets: (15/6.36)

- Only two (2) pets per unit are permitted. These pets must be common household domestic pets. No pit-bull terriers are permitted.

- Only cats and dogs are permitted outside the permanently enclosed air-conditioned living space of a unit. All pets must be carried or placed on a leash outside of a home or fenced-in area.
- All solid animal waste must be immediately picked up and removed to a proper receptacle.

Swimming Pool, Exercise Room, Clubhouse and Tennis Courts: (16/6.38.1 and 2)

- Visiting children under the age of 12 must be accompanied by an adult.
- All infants and toddlers must wear a swim diaper while in the pool.
- **No food or beverages are permitted in or around the pool; breakable containers are prohibited.**
- All persons using the tennis court must wear tennis shoes with white rubber or similar soles.
- No person shall use the tennis court for more than one hour for singles, and 1.5 hours for doubles if others are waiting to use the court.

Cable TV: (8/3.16)

- Basic cable from Comcast is included in our maintenance. Any upgrades need to be paid to Comcast by the owner.

Garbage and Trash: (13/6.12)

- Place trash, yard waste and recyclables outside your unit *after 5pm* the day prior to pickup.
- Pickup days are Tuesday and Friday.
- Yard waste pickup is Tuesday. Yard waste should not be placed curbside until 5pm on Mondays.
- Recyclables are picked up every Friday in appropriate containers (available from Solid Waste Management (phone: 697-2700)).

Hurricane Preparedness:

- Owners are responsible for installing their own shutters. Shutters must remain off unless a storm warning is announced by the National Weather Center for our area. **(6/45 -- Amendment to Declarations)**
- Follow Palm Beach Fire code regulations regarding the use of shutters. Remember all homes must be accessible to the Fire Department.
- Generators must be set up *outside* of residents' homes. *No generator is to run inside the garage.*

Security:

- Each owner is responsible for maintenance of the Security System inside their home.
- **Contact Devcon's Customer service department at phone: 888-279-8848 for further assistance.**
- In order to have the Sheriff's Office respond to an alarm, a sheriff's permit is required (\$18 application fee and \$5/year after that). Remember, you may be charged by the Sheriff's Office for false alarms.

Common Area Security:

- When you are settled in and know your Sandhurst phone number, please fill out the **New Resident Form and return to the Board Secretary** so you can have your phone number programmed into the front gate security system and so the Board can update your pertinent information.
- When your visitors arrive, they can ring you from the gate and you can "buzz" them in by pressing "9" on your phone. **Visitors must call you from the gate system**, not on their own cell phones.
- *Please do not share gate code numbers with anyone.*

- The Clubhouse and Fitness Center are alarmed. The keypads are by each entry door. As you enter, please press *1812*, and follow the posted directions. Before you leave, please turn out all lights, shut TVs, and reset A/C to 80 degrees if you have changed it. Follow the posted direction, using the code 1812 to reset the alarm. This is very important, as we may be charged a false alarm fee if the Sheriff's office responds. ***Please do not give out the code to any person who is not a resident of Sandhurst.***

Clubhouse rental:

Clubhouse rental for private use requires the completion of a request form. This form is included in the back pocket of this packet. There is a \$50 nonrefundable use fee and a \$50 refundable deposit once the property is inspected and found to be in good condition after the event.

For a complete description of covenants and restrictions, please read Section 6, entitled Use Restrictions, in the Declaration of Covenants and Restrictions of Sandhurst document.

Prepared: 2/10/10

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