



BANYAN

PROPERTY MANAGEMENT, INC.

Dedicated to Your Community

MAGNOLIA COURT HOMEOWNERS ASSOCIATION, INC.

APPLICATION FOR PURCHASE/LEASE

ASSOCIATION _____

ADDRESS OF UNIT: _____

OWNERS/REALTOR NAME: _____

PHONE NUMBER OF OWNER/REALTOR: _____

A \$50 non-refundable money order or cashiers check payable to: Magnolia Court Homeowners Association, Inc. and a separate, non-refundable money order or cashiers check for \$100.00 payable to Banyan Property Management, Inc., must accompany this fully completed application, along with appropriate photo I.D before consideration or processing will commence. To ensure proper and timely processing, the forgoing must be received a minimum of 30 days prior to any closing date/move in date.

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

www.banyanproperty.com



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APPLICATION FOR PURCHASE OR LEASE

MAGNOLIA COURT HOMEOWNERS ASSOCIATION, INC.

ADDRESS OF UNIT: _____

Last name First name Middle Birth date

Social Security No. Drivers License No. State of license

Marital Status: Single _____ Married _____ Separated _____

Co-applicant last name First name Middle Birth date

Social Security No. Drivers License No. State of license

Expected move in date

Will the above listed person(s) be the only occupants? Yes No If No, list other occupants with Date(s) of Birth below:

NUMBER OF OCCUPANTS TO LIVE IN RESIDENCE _____

Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____

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RESIDENCE HISTORY

Current address	City/State	Zip code
Area code/phone number	own	rent
	how long	
Name and address of present landlord or mortgage co.	area code/phone no.	monthly payment
Previous address (include landlord and apartment community)	area code/phone no.	how long

EMPLOYMENT HISTORY

Applicant employed by	Supervisors name	How long
Address	Area code/phone number	
Position held	Wage	Per hour/week/bi-weekly/monthly
Applicant previously employed by	Supervisors name	How long
Address	Area code/phone number	
Position held	Wage	Per hour/week/bi-weekly/monthly
Co-applicant employed by	Supervisor name	How long
Address	Area code/phone number	
Position held	Wage	Per hour/week/bi-weekly/monthly
Co-applicant previously employed by	Supervisors name	How long
Address	Area code/phone number	
Position held	Wage	Per hour/week/bi-weekly/monthly

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ADDITIONAL INCOME

Sources	Amount per year
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PET INFORMATION

Type of pet (Dog/Cat/Bird/Fish)	Breed	Color	Weight
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Type of pet (Dog/Cat/Bird/Fish)	Breed	Color	Weight
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PALM BEACH COUNTY RABIES LICENSE TAG NUMBER

(Required by Palm Beach County Ordinance 98-22)

VEHICLE INFORMATION

If you have any recreational vehicles, (vans, boats, motorcycles) please specify. (NOTE: Certain vehicles may be prohibited.)

Vehicle make	Model	Year	Color	Tag
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Vehicle make	Model	Year	Color	Tag
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Vehicle make	Model	Year	Color	Tag
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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 ResidentData, a service of ChoicePoint Services Inc., 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 Resident Data obtains is to be used in the processing of my purchase or lease application.

I hereby release and hold harmless ResidentData, a service of ChoicePoint Services Inc., 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 ResidentData.

Print Name

Applicant's Signature

Date

Co-Applicant's Signature

Date

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MAGNOLIA COURT HOMEOWNERS ASSOCIATION, INC.

All leases must be approved by the Board and must be submitted to the management company with a \$50 application fee, which will be used for a background and credit check.

No Owner may lease his Lot more than two times in any 12 month period. Leases must be for a term no less than three months.

Applications for rental will be considered on the second and fourth Tuesday of each month. For an application to be considered, the background check must have been completed and the application must be submitted five days prior to the board's consideration.

Owners will be responsible to the Association for any damage to the Common Areas, fees incurred by the violation of these Rules and Regulations by a tenant or guest, or costs incurred by the Board, Association, or management company .

SALES, LEASING AND GUEST OCCUPANCY

Restrictions are placed on an Owner's right to sell or lease a Residence. Further, limitations are imposed in connection with guests staying in the Residence. Owners are instructed to check with the Association's documents (particularly with the Declaration) and consult with the Association's management company prior to any proposed sale, lease or the allowance of guests to stay in the Residences.

CONSENT TO REIMBURSEMENT

The undersigned Owner(s) and Applicant(s), in consideration of receiving Association's approval of the proposed lease at Magnolia Court, West Palm Beach, FL. agree as follows:

1. Both the Owner(s) and Applicant(s) agree to conform to the Declaration, By-Laws and Rules and Regulations of the Magnolia Court Homeowner's Association.

They confirm that they have received copies of the said documents and are familiar with the provisions of same.

2. They further agree to be liable, both individually and jointly, for all expenses incurred in evicting the Applicant should the Association take such action as a result of the Applicant's violating the provision of the said documents.
3. They agree, in addition, to be jointly and individually liable for any expenses incurred to collect any judgment against them.

_____ Applicant's Name	_____ Applicant's Signature	_____ Date
_____ Applicant's Name	_____ Applicant's Signature	_____ Date
_____ Owner's Name	_____ Owner's Signature	_____ Date
_____ Owner's Name	_____ Owner's Signature	_____ Date

**CERTIFICATE OF APPROVAL
FOR PURCHASE OF UNIT**

THIS IS TO CERTIFY that _____,
has been approved by **MAGNOLIA COURT HOMEOWNERS ASSOCIATION, INC.** as the
Purchaser, of the following described Real Property in Palm Beach County, Florida:

SUCH approval has been given pursuant to all of the monies due to the Association are to be paid in full at or prior to closing of the Purchaser.

SUCH approval has been given pursuant to the provisions of the aforesaid Declaration of Condominium and/or Association and constitutes a waiver of the Association's right of purchase as to the above described purchaser, as specified in the Declaration.

In the event a previously unapproved party is assuming possession of the premises, then this certificate shall be recorded without an instrument of conveyance and shall be deemed, pursuant to said party's application for approval, binding as if it has been recorded with an instrument of conveyance.

DATED this _____ day of _____, 20_____.

Signed, Sealed and Delivered
In the Presence of:

WITNESS

AUTHORIZED AGENT

WITNESS

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

BEFORE ME, the undersigned authority, personally appeared

to me well known to be the person described in and who executed the foregoing instrument as Banyan Property Management Services, Inc., Authorized Agent, respectfully of **MAGNOLIA COURT HOMEOWNERS ASSOCIATION, INC.** and he/she acknowledge before me that he/she executed such instrument as Agent of said Association and was executed for the purpose therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this

_____.

(NOTARY SEAL):

NOTARY PUBLIC, State of Florida

**CERTIFICATE OF APPROVAL
FOR LEASE OF UNIT**

THIS IS TO CERTIFY that _____,
has been approved by **MAGNOLIA COURT HOMEOWNERS ASSOCIATION, INC.** as the
Lessee, of the following described Real Property in Palm Beach County, Florida:

The approval has been given pursuant to the provision of the Declaration of Covenants,
Conditions and Restrictions and the By-Laws of the Association.

Such approval has been given pursuant to all of the violations and or monies due to the
Association are to be resolved or paid in full prior to leasing to Lessee.

Such approval has been given pursuant to the provisions of the foresaid Declaration of
the Association and constitutes a waiver of the Association's right of Lessee as to the
above described Lessee, as specified in the Declaration.

In the event a previously unapproved party is assuming possession of the premises,
then this certificate shall be recorded without an instrument of conveyance and shall be
deemed, pursuant to said party's application for approval, binding as if it has been
recorded with and instrument of conveyance.

DATED this _____ day of
_____, 20_____.

FOR MAGNOLIA COURT HOMEOWNERS ASSOCIATION, INC.

BY: _____
SIGNATURE OF AUTHORIZED AGENT

PRINTED NAME

MAGNOLIA COURT
HOMEOWNER'S ASSOCIATION

RULES AND REGULATIONS

In order to preserve the values of and the amenities and improvements on, the Lots, Residences and Common Property comprising Magnolia Court, the following Rules and Regulations hereinafter enumerated, and as amended from time to time, shall govern.

The following enumerated provisions are intended as a *summary* of the Rules and Regulations found in Article IV of the Declaration of Covenants and Restrictions dated August 8, 2002. You are directed to refer to that Article for a more complete and comprehensive listing. The Declaration shall govern in any conflict between these Rules and Regulations and those found in Article IV.

1. Alterations and Exterior Modifications: No alteration, change or modification shall be made to the exterior of any Residence without the express written consent of the Board of Directors. Consent may be withheld by the Board purely on aesthetic grounds. Any Owner making such change can be made to return the property to its prior condition at the Owner's expense.
2. Air Conditioning: No air conditioning equipment, other than the system placed by the developer or a replacement in the same location, may be placed upon or installed on a Residence which will be visible from the exterior of the Residence.
3. Antennae or Satellite Dishes: No antennas, solar panels or satellite dishes, or the wiring for same, may be placed or installed on the exterior without the prior written consent of the Board.
4. Business Activities: Other than home office uses permitted and licensed by the City of West Palm Beach, no industry, business, or trade shall be conducted or permitted upon any Lot or Residence
5. Cleanliness: Owners are responsible for maintaining their Lots and Residences in a clean and orderly manner. No hanging of personal property on any portion of the exterior of the Residences is permitted. No personal property other than holiday or minor landscape and plant decorations may be kept outside the homes, in the pool area, or on the Common Area when not being used. Littering is not permitted anywhere in the community.
6. Complaints: All complaints and suggestions shall be in writing and delivered to the Association's management company.

7. Conduct: No person shall engage in unreasonably loud, boisterous or improper conduct on any portion of the Property, including inside a Residence if the conduct can be heard outside the Residence or in neighboring Residences.

8. Flammable Materials: No flammable, combustible or explosive materials shall be kept on any portion of the property, other than household cleaning supplies used in the ordinary course of maintaining the Residence.

9. Garage Doors: Garage doors to all Residences shall be kept fully closed, except to allow vehicles to enter and exit the garages or to perform maintenance or repairs to household items that require a ventilated work area.

10. Motor Vehicle Maintenance: No maintenance, repair or storage of any motor vehicle shall be permitted, except that motor vehicle washing, waxing, and interior care shall be permitted in the driveway area directly to the rear of the Residence.

11. Nuisance: Nothing shall be done by an Owner, his family, guest, invitee, or agent, which unreasonably interferes with the use, enjoyment, or function of the Residence of another Owner or of the Common Areas. All persons shall conduct themselves in such manner in and around the swimming pool and Common Areas and during early morning hours or late evening hours, so as not to unreasonably disturb other others. All Owners must understand that Community living requires cooperation and that there will be different opinions as to what is reasonable in a community that contains a large variety of Owners and family structures.

12. Outdoor Cooking: No outdoor cooking or barbecuing shall be permitted on the balconies of the Residences, in the front of the Residences, in the courtyard or in the roadway between the Magnolia Court Annex HOA and the Magnolia Court HOA. Grilling is permitted on the Association grill in the pool area and on an electric grill directly behind a homeowner's individual unit. No grill may impede the free flow of motor traffic or be left unattended at any time. Grills must be covered immediately after use and stored inside when cold. No grill may be left outside overnight in the common area.

13. Signs: No signs of any type may be displayed by an Owner in or on any Lot, or Residence, or upon the Common Property, **including "For Sale" or "For Rent" signs.**

14. Service Persons: No Owner shall allow service people to work upon a Lot or in a Residence before 8:00 AM or after 6:00 PM.

15. Window, Door and Balcony Treatments: No awning, canopy or shutters may be attached to the exterior of a Residence without the approval of the Board. Balconies may not be enclosed or screened. Balconies shall not be used for storage of personal property. Limitations on window treatments (exterior and interior) are listed in the Declaration (Article IV, Section 50).

ADDITIONAL RULES AND REGULATIONS

ARCHITECTURAL CONTROL

1. In accordance with Article VI of the Declaration, no Owner may make any alteration, modification or change, to the exterior of any Lot or Residence without the prior approval of the Board.
2. Application for such approval may be obtained from the management company. No work may be done until the Owner has received written notification of approval.
3. The Board shall have the right to disapprove any proposed change, which, in its sole discretion it deems not suitable or desirable for the property.
4. Any Owner denied permission to make any change shall have the right to appear at a Board meeting and request the application to be reconsidered.

TRASH AND REFUSE

No trash, garbage, refuse, tree limbs, grass clippings or other waste materials shall be kept or permitted on the Lots or Common Areas except in sanitary containers with lids no larger than 35 gallons. Trash shall be placed outside the Residences no earlier than 6:00 PM on the night before the scheduled pick up and the containers shall be removed no later than 6:00 PM following the pick-up.

PARKING AND VEHICULAR RESTRICTIONS

1. No motor vehicle may be parked on the interior roadways, motor courts, in the easement between the Association property and the Annex Condominium Association property, or the Common Areas. Any vehicle improperly parked will be towed at the Owner's expense.
2. No repairs shall be made to any motor vehicle on the Common Areas except for emergency repairs. Disabled vehicles which cannot operate under their own power may not remain on the Common Areas or in the parking spaces on Tuxedo Lane or Flamingo Drive for more than forty-eight (48) hours and will be towed at the Owner's expense.
3. Disposal of drained automotive fluids is not permitted.

4. Owners, Residents, or tenants must make every effort to park all automobiles in the garage spaces in his or her Unit. The parking spaces on Tuxedo Lane and Flamingo Drive are designed for short-term use of guests, Owners, Residents, or tenants and should not be used for long-term parking.
5. All persons are reminded that wheeled vehicles, including without limitation, cars, trucks, motorcycles, mopeds and bicycles are to be operated at a substantially reduced speed on the property.

ANIMALS AND PETS

1. Subject to the Declaration, Article IV (32), owners shall be allowed to keep pets on the property. The Board shall have the right to require any pet to be permanently removed from the property if such pet causes unreasonable annoyance to any Owner, tenant or guest or if the Rules and Regulations are being violated with respect to that pet.
2. Pets shall not be left unattended outside the home.
3. Pets shall be carried or walked on a leash. At no time should a leashed pet be at an uncontrollable length from the person controlling the leash.
4. Pets may not be allowed to urinate or deposit any waste on the Association property, in front of any Residence or in the Common Areas. If solid waste is deposited on the property it shall be immediately picked up and removed.
5. Pets are not permitted in the enclosed pool area.
6. No feeding of pets or other animals is permitted outside the Residences and no food may be left outside the Residences or in the common areas.

RECREATION AND COMMON AREAS

1. Owners shall be responsible for the actions and conduct of their family, tenants, invitees and guests. Proper conduct and safety shall be observed and enforced.
2. Damage to any Association property which is caused by any Owner, his family, tenants, invitees or guests shall be chargeable to the Owner.
3. Only the Association's gas grill shall be permitted in the pool area.

4. It is prohibited to litter in the Common Areas and Owners shall be responsible for the removal of all debris brought into or onto the Common Areas.
5. No glass or other breakable materials may be brought into the pool area. Smoking is not permitted in the pool area.
6. No one will be permitted in the pool area **prior to 7:00 am and after sundown.**
7. Proper attire is required in the pool area. Infants and toddlers must wear protective leak proof garments to be allowed to use the pool and adults must wear appropriate cover for a family friendly environment.
8. No one under the age of twelve (12) years shall be allowed in the pool area unless accompanied by an adult.
9. Pool furniture and equipment shall not be removed from the pool area.
10. No bicycles, roller skates/blades, or skateboards or similar toys are permitted in the enclosed pool area. Ball playing, or games that involve the throwing or launching of objects or missiles are not permitted anywhere in the Common Areas.
11. Guests of Owners or approved Tenants shall be permitted to use the pool and common areas when accompanied by the Owner or Tenant responsible for them. Short-term overnight guests that are staying in a Residence are permitted to use the pool with the knowledge of the Owner or Tenant and must strictly abide by these rules and regulations. The Owner or Tenant will be strictly responsible for the behavior and actions of any guests using the pool or other common areas.
12. **No radios or other sound systems may be used without privacy headphones.**
13. **No rafts or flotation devices are permitted in the pool.**
14. **Any person using suntan oil must cover any chair or lounge they are using with a towel.**
15. **Parties are not permitted in the pool area or on the common areas without first receiving Board approval. Applications for parties are available from the management company.**

TENANTS

1. All leases must be approved by the Board and must be submitted to the management company with a \$100 application fee, which will be used for a background and credit check.
2. No Owner may lease his Lot more than two times in any 12 month period. Leases must be for a term no less than three months.
3. Applications for rental will be considered on the second and fourth Tuesday of each month. For an application to be considered, the background check must have been completed and the application must be submitted five days prior to the Boards consideration.
4. Owners will be responsible to the Association for any damage to the Common Areas, fees incurred by the violation of these Rules and Regulations by a tenant or guest, or costs incurred by the Board, Association, or management company for.

MISCELLANEOUS PROVISIONS

1. Owners and tenants who move into or out of the community shall do so between the hours of 8:00 AM and 8:00 PM.
2. All door-to-door solicitations are prohibited. Placing of materials in mailboxes or on or within any portion of the Lots or Residences is prohibited, with the exception of a community newsletter or notices from the Board or an Association committee.
3. All holiday decorations, ornaments, lights, etc. cannot be placed outside the home more than thirty (30) days prior to and may not remain more than **fifteen (15) days** after the holiday.
4. Holiday decorations, ornaments, lights, etc. shall be "appropriate". The Board reserves the right to limit or cause to be removed any displays it deems excessive or not in keeping with the general feel of the community. **Blow up figures are not appropriate as holiday decorations.**
5. **No music is permitted to be heard outside the Residences.**
6. No personal property shall be left on the Common Areas or outside the Residences when not in use.
7. Homeowners shall be responsible to maintain any portion of their Lot and Residence, visible from any other Lot, Residence or the Common Area in a

clean and proper condition and promptly make any repair or replacement necessary to comply with this provision.

8. No garage sales, yard sales, sidewalk sales, tag sales, etc. are permitted.
9. Propane grills are not permitted anywhere. *Charcoal and electric grills are permitted to be used directly behind an individual homeowner's residence only.*

SALES, LEASING AND GUEST OCCUPANCY

Restrictions are placed on an Owner's right to sell or lease a Residence. Further, limitations are imposed in connection with guests staying in the Residence. Owners are instructed to check with the Association's documents (particularly with the Declaration) and consult with the Association's management company prior to any proposed sale, lease or the allowance of guests to stay in the Residences.

VIOLATIONS AND FINES

1. The Board may impose reasonable fines, not to exceed One Hundred (\$100.00) Dollars per violation against any Owner.
2. A fine may be levied on the basis of each day of a continuing violation.
3. No fine shall exceed Five Thousand (\$5,000.00) Dollars in the aggregate.
4. No fine may **not** be imposed without a 14-day notice and an opportunity for a hearing before a committee of at least three (3) Owners appointed by the Board.
5. An administrative fee of 5% of the assessment shall be charged on all assessments that are not received within 20 days of the due date. The above administrative fee is in addition to any other late payment penalties available to the association.

Dated: February 10, 2009