



**BANYAN**  
PROPERTY MANAGEMENT, INC.  
*Dedicated to Your Community*

**PALM BEACH GRANDE CONDOMINIUM**  
**ASSOCIATION**

**APPLICATION PROCEDURES FOR PURCHASES**

1. Upon completion of association application for purchase packet, submit your packet to:

**PALM BEACH GRANDE CONDOMINIUM ASSOCIATION**  
**1485 Lake Crystal Drive**  
**West Palm Beach, FL 33411**  
**Office 561-684-7651 Fax 684-7652**

2. Submit your application with the required, **non-refundable application fee in money order or cashiers check ONLY for \$100.00 payable to: Palm Beach Grande Condominium, Inc.**
3. Submit with your resident form and copy of your purchase agreement, signed by all parties and a legible copy of your driver's license or ID.
4. If not a U.S. citizen, submit a legible copy of your passport or visa.
5. Application fee covers application process only. **"No Certificate of Approval needed for Purchases"** Estoppels or PUD questionnaires are not included in the application fee.

**\*\* ONCE YOU HAVE CLOSED PLEASE FAX A COPY OF YOUR WARRANTY DEED AND SETTLEMENT STATEMENT TO THE FAX NUMBER BELOW\*\***

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

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*www.banyanproperty.com*

**PALM BEACH GRANDE CONDOMINIUM ASSOCIATION, INC.**

**RESIDENT INFORMATION FORM**

ADDRESS: \_\_\_\_\_ DATE: \_\_\_\_\_

OWNER NAME(S): \_\_\_\_\_

Is this your Primary Residence? \_\_\_ YES \_\_\_ NO is this a second home? \_\_\_ YES \_\_\_ NO

LOCAL PHONE# \_\_\_\_\_ WORK PHONE: \_\_\_\_\_ CELL: \_\_\_\_\_

MAILING ADDRESS (IF DIFFERENT THAN UNIT): \_\_\_\_\_

OUT OF STATE PHONE #: \_\_\_\_\_ OUT OF STATE WORK # \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

EMERGENCY CONTACT: \_\_\_\_\_

RELATIONSHIP \_\_\_\_\_ PHONE: \_\_\_\_\_

IS THIS UNIT LEASED? \_\_\_\_\_ YES \_\_\_\_\_ NO

TENANT NAMES (S): \_\_\_\_\_

TENANT HOME #: \_\_\_\_\_ WORK #: \_\_\_\_\_ CELL#: \_\_\_\_\_

LEASE DATES FROM/TO: \_\_\_\_\_

INCLUDE COPY OF LEASE OR SALES CONTRACT.

LIST OTHER OCCUPANTS:

NAME	AGE	RELATIONSHIP
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1) \_\_\_\_\_

2) \_\_\_\_\_

VEHICLES INDENTIFICATION:

MAKE	MODEL	YEAR	COLOR	LICENSE#	STATE
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1) \_\_\_\_\_

2) \_\_\_\_\_

\*\*\*ATTACH COPY OF DRIVERS LICENSES OR ID FOR EACH OCCUPANT:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**RULES AND REGULATIONS FOR  
PALM BEACH GRANDE, A CONDOMINIUM**

1. The sidewalks, entrances, passages, lobbies and hallways and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property or Common Elements; nor shall any carts, bicycles, carriages, chairs, tables or any other objects be stored therein, except in areas (if any) designated for such purposes.
2. The personal property of Unit Owners and occupants must be stored in their respective Units.
3. No articles other than patio-type furniture shall be placed on the balconies, patios or other Common Elements. No linens, cloths, clothing, bathing suits or swimwear, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, balconies, terraces or other portions of the Condominium or Association Property.
4. No Unit Owner or occupant shall permit anything to fall from a window or door of the Condominium or Association Property, nor sweep or throw from the Condominium or Association Property any dirt or other substance onto any of the balconies or elsewhere in the Building or upon the Common Elements.
5. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the company or agency providing trash removal services for disposal or collection shall be complied with. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.
6. Employees of the Association are not to be sent out by Unit Owners or occupants for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.
7. No repair of vehicles shall be made on the Condominium Property.
8. No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, or on upon any part of the Condominium or Association property, except signs used or approved by the Developer or the Board of the Association. Additionally, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the Building or on the Common Elements, without the prior written consent of the Board of Directors of the Association. Notwithstanding anything herein or in any of the Condominium documents to the contrary, any Unit Owner may display one (1) portable, removable United States flag in a respectful way; and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day any Unit Owner may display in a respectful way portable, removable official flags, not larger than 4.5 feet by 6 feet that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.
9. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Elements.
10. A Unit Owner or occupant shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Building. Curtains and drapes (or linings thereof) which face on exterior windows or glass doors of Units shall be white or off-white in color, or otherwise shall require the prior written approval of the Board, failing which, they shall be removed and replaced with acceptable items. Notwithstanding anything herein or in any of the Condominium documents to the contrary, any Unit Owner may display one (1) portable, removable United States flag in a respectful way; and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day any Unit Owner may display in a respectful way portable, removable official flags, not larger than 4.5 feet by 6 feet that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.
11. No air-conditioning units may be installed by Unit Owners or occupants. No Unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass, unless approved, in advance by the Board of Directors in writing. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.
12. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them with

these Rules and Regulations and all other rules and regulations of the Association. Loud noises will not be tolerated. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing the recreational facilities.

13. No pets may be left unattended anywhere within the Common Elements of the Condominium. Further, no pets may be within the Common Elements of the Condominium, unless they are on a leash, which is a maximum of six (6) feet long. No pets are allowed on the pool deck, even with a leash.

14. Every Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner or occupant of the infraction or infractions. Included in the notice shall be a date and time of the next Board of Directors meeting at which time the Owner or occupant shall present reasons why penalties should not be imposed. A committee of other Unit Owners shall also be present in addition to the Board of Directors in order for the committee to review the infraction and penalty.

(b) Hearing: The non-compliance shall be presented to the Board of Directors after which the Board of Directors, and a committee of other Unit Owners, shall hear reasons why penalties should not be imposed. A written decision of the Board and committee shall be submitted to the Owner or occupant by not later than twenty-one (21) days after the meeting.

(c) Fines: The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time. Notwithstanding the foregoing, if the committee of Unit owners described above does not agree with the fine, the fine may not be levied.

(d) Violations: Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.

(e) Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.

(f) Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such owner or occupant.

15. These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium, provided that the provisions of same shall control over these rules and regulations in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted. Anything to the contrary notwithstanding, these rules and regulations shall not apply to the Developer, nor its agents or employees and contractors, nor to the Units owned by the Developer. All of these rules and regulations shall apply to all other owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners from specific rules and regulations upon written request therefore and good cause shown in the sole opinion of the Board.

All leases are made subordinate to any lien filed by the Condominium Association, whether prior or subsequent to such lease.

Hurricane Shutters. The Board of Directors shall, from time to time, establish hurricane shutter or laminated glass specifications which comply with the applicable building code, and establish permitted colors/tints, styles and materials for hurricane shutters or such laminated glass. The Association shall approve the installation or replacement of hurricane shutters or laminated glass, as applicable, conforming with the Board's specifications. The Board may, with the approval of a majority of voting interests in the Condominium, install hurricane shutters or laminated glass, and may (without requiring approval of the membership) maintain, repair or replace such approved shutters or glass, whether on or within Common Elements, Limited Common Elements, Units or Association Property; provided, however, that if laminated glass, in accordance with all applicable building codes and standards, architecturally designed to serve as hurricane protection, is installed, the Board may not install hurricane shutters in accordance with this provision. If shutters are permitted, all shutters shall remain open unless and until a storm watch or storm warning is announced by the National Weather Center or other recognized weather forecaster. A Unit Owner or occupant who plans to be absent during the hurricane season must prepare his Unit prior to his departure by designating a responsible firm or individual to care for his Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual.

For these and other restrictions upon the use of Units and Common Elements, reference should be made to all Exhibits contained in this Prospectus (particularly Sections 9 and 17 of the Declaration and the Rules and Regulations attached to the Declaration as Exhibit 6.

**THE SALE, LEASE, OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED.**

See Section 18 of the Declaration.

The consent of the Board of Directors of the Association is not required to sell or convey a Unit. Units may be leased and/or mortgaged without restriction, however, every lease must include a provision that grants the right of cancellation by the Association in the event of any violation by the tenant of any of the provisions of the documents governing the Condominium Property.

Parking

All parking is located on Condominium Property. The Developer shall assign the exclusive use of one (1) parking space to each Unit. The Developer shall retain the exclusive use of the remaining parking spaces and reserves the right to assign (for consideration or no consideration, at Developer's sole discretion) additional parking spaces to Units for so long as the Developer owns a Unit. Once assigned to a Unit the parking space shall be a Limited Common Element of the Unit.

Utilities and Certain Services

Utilities and certain other services will be furnished to the Condominium as follows; all of the following utilities and services shall be common expenses, except electricity, water and sewer services, and telephone services, which shall be individually metered to individual units:

Electricity.....	Florida Power & Light
Telephone.....	BellSouth
Water & Sewer.....	Palm Beach County Water Utilities Department
Solid Waste Removal.....	Sunburst Sanitation Corp
Stormwater Drainage .....	Palm Beach County Water Utilities Department

Owner or other permitted occupant must reside with his/her family: (i) the individual Unit Owner, (ii) an officer, director, stockholder or employee of such corporation, (iii) a partner or employee of such partnership, (iv) the fiduciary or beneficiary of such fiduciary, or (v) permitted occupants under a lease or sublease of the Unit (as described below), as the case may be. Occupants of a leased or subleased Unit must be the following persons, and such persons' families who reside with them: (i) an individual lessee or sublessee, (ii) an officer, director, stockholder or employee of a corporate lessee or sublessee, (iii) a partner or employee of a partnership lessee or sublessee, or a fiduciary or beneficiary of a fiduciary lessee or sublessee. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom and one (1) person per den (as defined by the Association for the purpose of excluding from such definition living rooms, dining rooms, family rooms, country kitchens and the like). The Board of Directors shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above. The provisions of this Section 17.1 shall not be applicable to Units used by the Developer for model apartments, guest accommodations, sales offices or management services.

As used herein, "family" or words of similar import shall be deemed to include a spouse, children, parents, brothers, sisters, grandchildren and other persons permanently cohabiting the Unit as or together with the Owner or permitted occupant thereof. As used herein, "guest" or words of similar import shall include only those persons who have a principal residence other than the Unit. Unless otherwise determined by the Board of Directors of the Association, other than family of the Unit Owner or other person(s) who permanently cohabitates in the Unit with the Unit Owner, occupying a Unit for more than one (1) month shall not be deemed a guest but, rather, a person shall be deemed a lessee for purposes of this Declaration (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of this Declaration which apply to lessees. The purpose of this paragraph is to prohibit the circumvention of the provisions and intent of this Section 17 and the Board of Directors of the Association shall enforce, and the Unit Owners comply with, same with due regard for such purpose.

The rights of the Unit Owners to use any portion of the Association Property and/or the Common Elements shall be limited to the extent granted in, and subject to the restrictions of Section 3.4(d) hereof, and the obligation for the payment of assessments as set forth in this Declaration.

- 17.2 Children. Children shall be permitted to reside in Units, subject to the provisions of Section 17.1, above.
- 17.3 Pets. Each Unit Owner or occupant (regardless of the number of joint owners or occupants) may maintain two (2) household pets (except fish and birds for which there is no limit on the number) in his Unit, to be limited to dogs and/or cats (or other household pets defined as such and specifically permitted by the Association such as fish and caged (domestic type) birds), provided that such pets are (a) permitted to be so kept by applicable laws and regulations, (b) not kept, bred or maintained for any commercial purpose, (c) not left unattended on balconies or in lanai areas, (d) generally, not a nuisance to residents of other Units or of neighboring buildings and (e) not a pit bull or other breed considered to be dangerous by the Board of Directors; provided that neither the Board nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing and any occupant of a Unit committing such a violation shall, and does hereby, fully indemnify and hold harmless the Board of Directors, the Developer, each Unit Owner and the Association in such regard. Unit Owners must pick-up all solid wastes of their pets and dispose of such wastes appropriately. All pets (including cats) must be carried or kept on a leash no more than six (6) feet in length at all times when outside the Unit. No pets may be kept on balconies when the Owner is not in the Unit. Without limiting the generality of Section 19 hereof, violation of the provisions of this

paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in any applicable rules and regulations) and/or to require any pet to be permanently removed from the Condominium Property upon three (3) days' notice. This Section 17.3 shall not prohibit the keeping of fish or a caged household-type bird(s) in a Unit, provided that a bird(s) is not kept on Limited Common Elements and does not become a nuisance or annoyance to neighbors.

- 17.4 Alterations. Without limiting the generality of Section 9.1 hereof, but subject to Section 10 hereof, no Unit Owner shall cause or allow improvements or changes to any Unit, Limited Common Elements appurtenant thereto or Common Elements, without obtaining the prior written consent of the Association (in the manner specified in Section 9.1 hereof).
- 17.5 Use of Common Elements. The Common Elements shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.
- 17.6 Nuisances. No nuisances (as defined by the Association) shall be allowed on the Condominium Property, nor shall any use or practice be allowed which is a source of annoyance to residents or occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property by its residents or occupants. No activity specifically permitted by this Declaration shall be deemed a nuisance.
- 17.7 No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this Section 17.7. No activity specifically permitted by this Declaration shall be deemed to be a violation of this Section.
- 17.8 Floor Coverings. Without limiting the generality of the approval requirements set forth in Section 9 of this Declaration, no hard-surfaced floor coverings such as wood, tile, marble and stone shall be installed in any Unit or its appurtenant Limited Common Elements unless same is installed with sound-absorbing backing meeting the requirements, from time to time, of the Association.
- 17.9 Exterior Improvements: Landscaping. Without limiting the generality of Sections 9.1 or 17.4 hereof, but subject to any provision of this Declaration specifically permitting same, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Building (including, but not limited to, awnings, signs, storm shutters, screens, window tinting, furniture, fixtures and equipment), nor to plant or grow any type of shrubbery, flower, tree, vine, grass or other plant life outside his Unit, without the prior written consent of the Association.
- 17.10 Relief by Association. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section 17 for good cause shown.
- 17.11 Effect on Developer: Association. As long as the Developer holds Units for sale in the ordinary course of business, the restrictions limitations set forth in this Section 17 shall not apply to the Developer or to Units owned by the Developer. The Association shall have the power (but not the obligation) to grant relief in