

CHURCHILL CONDOMINIUM ASSOCIATION INC.

C/O JMD Properties Inc.
904 S.E. 5th Avenue
Delray Beach, FL 33483

TO: ALL UNIT OWNERS/ REALTORS AND INTERESTED PARTIES.

RE: SALES OR LEASE APPLICATION PACKAGES

1. All applications for sales or rental of a unit must be accompanied by a check of **\$100.00** (non-refundable application fee), payable to **JMD Properties**, in order to process the application.
2. There is a \$500.00 DEPOSIT (payable to Churchill Condominium Association) for Moving in and out due at the interview.
3. All spaces on the "application for occupancy" form must be completed. Use "n/a" if item is not applicable.
4. Applicant(s) must sign a form stating that: he/she has read and is in receipt of the rules and regulations, and will adhere to all covenants.
5. **Purchases Only:** If a purchaser, the applicant(s) must sign a form stating they are in receipt of condominium documents. The seller is responsible for supplying the purchaser with a set of condominium documents and amendments thereto.
6. A copy of the contract for SALE w/deposit receipt or LEASE, whichever applies, must be submitted with the application.
7. Include a copy of driver's license for each applicant.
8. Three letters of reference for each applicant.

Please return the **completed** application package, including fee, to:

J.M.D. PROPERTIES, INC.
904 SE 5TH AVENUE
DELRAY BEACH, FL 33483
561-265-3272 Fax 561-265-3660

YOU WILL BE CONTACTED BY THE SCREENING COMMITTEE FOR A
PERSONAL INTERVIEW APPOINTMENT.

904 SE 5th Avenue, Delray Beach, Florida 33483 • 561 265 3272 • Fax 561 265 3660 •
www.jmdproperties.com

CHURCHILL CONDOMINIUM ASSOCIATION
APPLICATION FOR OCCUPANCY

DATE: _____

UNIT: _____ PURCHASE _____ OR LEASE _____ DESIRED OCCUPANCY DATE: _____

IF LEASE, LEASE TERM: _____

CURRENT OWNER INFORMATION

OWNER NAME(S): _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

TEL. NO.: _____ CELL. _____ EMAIL: _____

APPLICANT INFORMATION

PURCHASER'S/LESSEE'S NAME: _____

SOCIAL SECURITY NO.: _____ TEL NO. _____ CELL NO. _____

EMAIL ADDRESS(ES) _____

CO-PURCHASER'S/LESSEE'S NAME: _____

SOCIAL SECURITY NO.: _____ TEL NO. _____ CELL NO. _____

EMAIL ADDRESS(ES) _____

NUMBER OF ADULTS (over 18 yrs) OCCUPYING: _____ NUMBER OF CHILDREN (18 yrs.& under): _____

NAME OF OTHER OCCUPANT(S): _____

DO YOU OWN PETS? YES NO

APPLICANT RESIDENCE HISTORY

CURRENT ADDRESS: _____ CITY: _____ STATE: _____

ZIP: _____ TELEPHONE: _____ HOW LONG? _____

NAME OF LANDLORD OR MORTGAGE CO.: _____

APT. OR CONDO NAME: _____ TEL: _____

PREVIOUS ADDRESS: _____ CITY: _____ STATE: _____

ZIP: _____ TELEPHONE: _____ HOW LONG? _____

APT. OR CONDO NAME: _____ TEL: _____

APPLICANT EMPLOYMENT AND BANK REFERENCES

EMPLOYER: _____

TELEPHONE NO.: _____ SUPERVISOR: _____

POSITION HELD: _____ HOW LONG?: _____

APPROX. MO. INCOME: \$ _____

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CO-APPLICANT EMPLOYER: _____

TELEPHONE NO.: _____ SUPERVISOR: _____

POSITION HELD: _____ HOW LONG?: _____

APPROX. MO. INCOME:\$ _____

NAME OF BANK/SAVINGS & LOAN: _____

ADDRESS: _____ TEL. NO.: _____

BRANCH: _____ CONTACT PERSON: _____

ACCOUNT NO.: _____ CK.: _____ SAV.: _____ M.M.: _____

CHARACTER REFERENCES

NAME: _____ HOME TEL. NO.: (____) _____

HOW LONG HAVE YOU KNOWN HIM/HER?: _____ OFFICE TEL. NO.:(____) _____

ADDRESS: _____

NAME: _____ HOME TEL. NO.:(____) _____

HOW LONG HAVE YOU KNOWN HIM/HER?: _____ OFFICE TEL. NO.:(____) _____

ADDRESS: _____

EMERGENCY CONTACT

IN CASE OF AN EMERGENCY CONTACT: _____ TEL.: _____

VEHICLE INFORMATION

MAKE OF CAR: _____ MODEL: _____ YEAR: _____ TAG. NO.: _____

STATE REGISTERED IN: _____ COUNTY: _____

MAKE OF CAR: _____ MODEL: _____ YEAR: _____ TAG. NO.: _____

STATE REGISTERED IN: _____ COUNTY: _____

**RECEIPT FOR ASSOCIATION DOCUMENTS AND/OR
RULES AND REGULATIONS**

I/WE, THE UNDERSIGNED, owners/tenants received and read a copy of:
_____ The Rules and Regulations of the above listed Association.
_____ The Association Documents and any amendments thereof. (SALE ONLY)

I/ WE, HEREBY AGREE to adhere to all the covenants, rules and regulations legislated during the term of my lease, stay, visit, or length of ownership. I/we also agree to pay any fines levied against me/us as a result of a violation of the rules and regulations or damages to the common areas of the Association and said fine will be collected from the owner's/tenant's security deposit or will be charged against the owner's maintenance account.

I/WE, HEREBY AUTHORIZE JMD PROPERTIES as agent for the Association to obtain and verify a consumer credit report, along with an investigation of my background which may include information regarding my character, backing history, present and prior residential history and past and present employment.

I/WE AGREE to indemnify and hold harmless JMD Properties, Inc. and Association its employees, officers and directors, affiliates, sub-contractors and agents from any loss expense, or damage which may result directly or indirectly from information or reports furnished by Straight Arrow Screening

I/We can be reached at the following telephone number(s) for the next fifteen days:

_____ or _____

SIGNATURE: _____

SIGNATURE: _____

By signing, the applicant recognizes that the Association or JMD Properties, Inc. may investigate the information supplied by the applicant and a full disclosure of pertinent facts may be made to the Association or JMD Properties, Inc. 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.

MAKE SURE YOU HAVE INCLUDED:

1. This Application is COMPLETE. Leave no blanks. Put "NA" in space if applicable.
2. An APPLICATION FEE, (non-refundable) for EACH applicant (husband and wife considered one applicant).
3. A copy of the Lease or Purchase Agreement/Deposit Receipt.
4. Received and signed for the documents and or the Rules and Regulations. (see below)
5. Copy of drivers license on each occupant, as applicable.
6. Three (3) letters or emails of references.

IT TAKES A MINIMUM OF FIFTEEN (15) DAYS TO PROCESS THIS APPLICATION.

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www.jmdproperties.com

RULES AND REGULATIONS OF THE CHURCHILL, A CONDOMINIUM

Pursuant to the authority vested in the Board of Directors of Churchill, A Condominium Association, Inc., the following Rules and Regulations of Churchill, A Condominium, adopted at the first meeting of the Board of Directors, have had additions made, been modified or changed.

ENFORCEMENT. All violations of the rules and regulations shall be reported immediately to a member of the Board of Directors, an Association Officer and/or the managing agent. Disagreements concerning violations, including, without limitation, disagreements concerning the proper interpretation and effect of these rules and regulations, shall be presented to and determined by the Board of Directors of the Association, whose interpretation of these rules and/or whose remedial action shall be dispositive. Any person, firm or entity subject to these rules and regulations and failing to abide by them, as they are interpreted by the Board of Directors of the Association, shall be liable to be fined by the Association for such failure to comply or other violation of these rules and regulations. Such fine, which shall not exceed \$100.00 for each violation or occurrence. In regard to a continuing or ongoing violation, each day shall be considered a separate occurrence. Written notice by the Board of Directors to the person, firm or entity and opportunity for hearing before the Fine/Suspension Committee shall be provided consistent with applicable Florida law. The fine, when collected by the Association and shall become a part of the general operating fund of the condominium association. If the Board of Directors of the Association deems it necessary, it may bring action in law or in equity in the name of the Association to enforce these rules and regulations, including the provision herein for fines. In the event any such action is instituted, and reduced to judgment in favor of the Association, the Association, in addition, shall be entitled to recover its costs and attorney fees incurred in enforcing these rules and regulations.

USE OF THE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS. The common elements and limited common elements of the condominium are for the exclusive use of the unit owners or lessees, and their immediate families and guests. The pool clubhouse may be reserved in advance with permission of the Board of Directors and the posting of three (3) days' notice. Reservation requests are to be made to the managing agent. In order to preserve the overall appearance and conserve the grass and landscaped areas, no furniture or other items shall be placed on or in these areas.

NOISE. All noise, including, but not limited to talking, singing, television, radio, stereo, personal entertainment device or musical instrument shall be kept at such volume level that said noise is not audible outside the boundaries of the unit in which it originates or, if in a common area, so as not to be disruptive or annoying to others.

CHILDREN: Children shall not play on or about the common elements of the condominium except under reasonable supervision by a responsible adult.

PETS. Churchill, A Condominium, is a “no pet” community. Unless required by law, no pets or animals of any kind shall be kept under any circumstances whatsoever in any unit, or allowed on the condominium property. No owner, family member, guest, lessee or invitee shall bring any animal or pet upon the condominium property. Any owner seeking to keep a pet or animal pursuant to an applicable law, bears the burden of proof and all costs involved in seeking an exception to this strict “no pet” policy.

OBSTRUCTIONS. There shall be no obstruction or cluttering of the condominium property, including, but not limited to sidewalks, driveways, patio, courts, vestibules, storage units, or other common elements or areas.

DESTRUCTION OF PROPERTY. There shall be no marking, marring, damaging, destroying or defacing of any part of the condominium property. Owners shall be held responsible for, and shall bear any expense of such damage caused by said owner, family member, guest, lessee or invitee.

HURRICANE SHUTTERS OR PROTECTION. Hurricane shutters or other protective equipment or device, are to be of material and construction consistent with the desired appearance of the condominium. Prior to commencement of installation or construction, the planned installation or construction must be submitted to and approved by the Board of Directors.

BALCONIES, WINDOWS, TERRACES AND DOORS. Nothing shall be dropped, thrown, swept or otherwise expelled from any balcony, window, terrace or door. Drying clothes or towels on a hedge, balcony, railing or terrace is forbidden. All furniture and other moveable items shall be removed from the balconies or terraces promptly upon notice of an approaching hurricane or other weather capable of causing high wind conditions. Balconies, windows, terraces and doors shall not be altered from the condition in which originally constructed, including without limitation to alteration by painting, screening or installation of reflective materials, unless pursuant to the Declaration of Condominium, Articles of Incorporation and By-Laws of the Association, a common scheme for doing so is adopted for the entire building. No tile, with the exception of the ground floor, is to be installed on balconies. Any material or coating to be applied must be consistent with condominium standards and approved by the Board of Directors. For purposes of assessing fines for violation of this rule, each day during which this rule is violated shall constitute a separate violation of the rules for which a fine may be levied. No barbecuing or cooking is allowed on balconies or terraces. Balconies and terraces shall not be used for storage of boxes, packages or other articles which detract from the appearance of the building.

DAMAGE TO COMMON ELEMENTS. Owners shall be responsible for and shall bear any expense to repair damage to common elements caused by moving or removing household furnishings or other objects, or caused by any other deliveries to or from their units, or otherwise caused by their neglect or purposeful action. Owners and their contractors are responsible for covering and protecting the elevator, hallway carpeting and walls during the course of any repairs, maintenance or move-in, move-out.

REFUSE. All trash and recycling is to be placed in the appropriate containers. It is recommended that food items that can be safely disposed of in the garbage disposal be disposed of in that manner so as to minimize the amount of food waste in the trash. On waste removal days (Tuesday and Friday), no refuse is to be put down the trash chute before Noon.

GUESTS. Owner shall notify the management agent by written notice in advance of the arrival of guests or family members who have permission to use a unit in the absence of the owner. No person under age eighteen (18) may occupy a unit unless a responsible adult is in residence. Children under the age of sixteen (16) shall be entitled to visit and temporarily occupy a unit twice annually for non-consecutive periods of fifteen (15) days, one such period in the first six (6) months of a calendar year and one such period in the last six (6) months of the year, per Provision F of the Declaration governing minors.

The owner shall not allow a guest to occupy a unit unaccompanied by the owner for more than two (2) weeks. Any guest beyond two (2) weeks must complete a proper application, as stipulated under LEASING, meet with the screening committee and pay the required \$100.00 fee prior to their stay.

LEASING. Applications for permission to lease a unit must be submitted to the Association in advance. All leases shall be subject to the right of first refusal of the Association and the Association may charge a fee of \$100.00 to defray the cost of processing the lease in regard to said right of first refusal.

After approval by the Association, per Section IVE of the Declaration, entire units, but no less than entire units, may be leased, provided that:

- a.) Owner must have owned the unit for at least two (2) years before such unit may be leased.
- b.) No unit may be leased for less than thirty (30) days.
- c.) No unit may be leased more than one (1) lease term in any twelve (12) month period.
- d.) No unit may be leased to more than one lessee.
- e.) No leased unit may be permanently occupied by a person under the age of sixteen (16).
- f.) Occupancy is limited to the lessee and his/her family, domestic help and guests.

SIGNS. No sign, nameplate, decal, placard, advertisement or illumination shall be placed on the exterior of unit doors, windows, balconies, terraces, elevator or Common Element without the express prior consent of the Board of Directors.

KEYS. The Association shall maintain keys to each unit in the condominium. No owner or occupant shall change existing locks or install additional locks unless duplicate keys for same are provided to the Association.

PARKING. Vehicles shall not be parked so as to impede ingress or egress to/from condominium property, other parking spaces, drives, roads or building entryways. Such unauthorized parking shall be grounds for removal of a vehicle by the Association at the expense of the vehicle owner and/or operator. Except in the event of an emergency, no vehicle maintenance or repairs shall be performed on condominium property. No vehicles shall be washed, polished and/or waxed on condominium property except in a specific area as may from time to time be designated by the Board of Directors for such activity. Parking of vehicles other than passenger cars for periods in excess of three (3) days is at the discretion of the Board of Directors. No commercial vehicles shall be parked in the parking lot for longer than twenty-four (24) hours.

SWIMMING POOL, POOL DECK, PATIO, POOL CLUBHOUSE AND RECREATION AREA.

- a.) Obey posted Rules.
- b.) Cover chairs with towel while in bathing attire.
- c.) No food or drinks allowed in the pool or on immediate surrounding pool deck. Food and drinks allowed at pool side tables, chairs and lounges, in pool clubhouse or adjacent picnic table in patio area. Clean-up and disposal of trash is required.
- d.) No glass allowed.
- e.) No metal pins (safety, hair or bobby for example) in pool area.
- f.) Children in diapers not permitted unless they are "swimmer" diapers.
- g.) No one with infectious diseases shall use the pool.
- h.) Regular bathing attire only allowed in pool.
- i.) No running, jumping or diving.
- j.) Radios and other personal entertainment devices must be played quietly so as not to disturb others.
- k.) Pool hours 8 AM to dusk.
- l.) Showers mandatory before entering pool.
- m.) Close umbrellas and return lounges to flat position when no longer in use.

SOLICITATION. There shall be no solicitation within the building or on the property for any cause, charity or other purpose.

OWNERS and lessees, their families and guests, shall not appear in hallways, elevators and lobbies except in appropriate attire. Bathers are required to wear footwear and cover their bathing suits while in the condominium building.

ASSESSMENT DUE DATES are the first day of January, April, July and October.

MOVING of furniture and heavy furnishings is restricted to 8 AM to 5 PM, Monday through Friday. The management agent is to be advised in advance so that protective covering may be installed on the elevator walls. Presence of a management employee may be required and charges for same at the then prevailing rate may be imposed on the owner or resident.

COMPLIANCE WITH DOCUMENTS. All owners and every lessee, guest or visitor shall comply with all the terms, conditions, covenants, restrictions and limitations contained in the Declaration of Condominium, Articles of Incorporation, By-laws and Rules and Regulations. Owners are responsible for notifying their lessees, guests and visitors of the applicable document provisions, Rules and Regulations.

RULES CHANGES. The Board of Directors reserves the right to change, suspend or revoke existing rules and regulations and to make such additional rules and regulations from time to time as, in their opinion, shall be necessary or desirable for the safety and protection of the buildings and occupants, to promote cleanliness and good order of the property and to assure the comfort and convenience of the owners, lessees, their family, guests and visitors.

OUTDOOR GRILL. All users are required to abide by the posted rules governing use and maintenance of the grill. The grill is to be cleaned before and after each use. The gas tank valve is to be shut off after use. The grill is to be covered when it has sufficiently cooled.

WORK DONE IN UNITS. Other than emergency repairs, or by permission of the Board of Directors, work by outside contractors is to be done Mondays through Fridays between the hours of 8 AM and 5 PM, and not on weekends or Holidays. Outside contractors are to be licensed and insured in the state of Florida. Any work on individual units done by owners is likewise restricted if said activity produces noise audible outside the individual units.

NOTICES TO OWNERS. Notices to owners by the managing agent and by or on behalf of the Board of Directors will be by electronic transmission and/or posting on the association website, and posted in the pool clubhouse.

UNIT MAINTENANCE. AC unit must be equipped with automatic flow switch shut off valve so as to avoid water intrusion into your unit and others. AC units and water heaters should be checked and serviced periodically. Dryer vents should be checked and cleaned periodically. When leaving the unit for any extended period of time, water to the unit should be turned off.

This revision of the Rules and Regulations was approved by the Board of Directors at the meeting on August 23, 2016 and is effective August 24, 2016.