

# CAPTAIN'S WALK CONDOMINIUM ASSOCIATION INC.

C/O JMD Properties Inc.  
904 S.E. 5<sup>th</sup> 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. **All** spaces on the "Application for Occupancy" form must be completed. Use "N/A" if item is not applicable.
3. 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.
4. **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.
5. A copy of the contract for SALE w/deposit receipt or LEASE, whichever applies, must be submitted with the application.
6. Include a copy of driver's license for each applicant.
7. Submit any applicable city permits required.

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.

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904 SE 5th Avenue, Delray Beach, Florida 33483 • 561 265 3272 .Fax 561 265 3660 •  
[www.jmdproperties.com](http://www.jmdproperties.com)

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

UNIT NO. \_\_\_\_ BLDG. \_\_\_\_\_

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, subcontractors and agents from any loss expense, or damage which may result directly or indirectly from information or reports furnished by Applicant Information.

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 driver's license on each occupant, as applicable.

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

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# CAPTAIN'S WALK

## RULES & REGULATIONS

1. The sidewalks, vestibules, walkways, entrances, corridors and stairways of condominium buildings shall not be obstructed or used for any purpose other than ingress to and egress from condominium units.
2. No articles shall be placed in or on any of the corridors, walks or stairways in any building nor shall the same be obstructed in any manner. Nothing shall be hung or shaken from doors, windows, balconies, enclosed patios, walks or corridors of the condominium building.
3. Children shall not be permitted to play in the walks, corridors or stairways of any condominium building. Any child on the dock area under the age of 12 years must be accompanied by an adult.
4. None of the common elements of the condominium shall be decorated or furnished by any condominium owner or resident.
5. Condominium owners are specifically cautioned that their right to make any addition, change, alteration or decoration to the exterior appearance of any portion of a condominium building, including balconies, patios and garden entries appurtenant to condominiums is subject to the provisions of the Declaration of Condominium. Sound proofing material is required under tile installation with an equivalent of 1/4" of cork material.
6. No condominium owner or resident shall play upon or permit to be played any musical instrument or operate or permit to be operated a stereo, radio, television set or other loud speaker in a condominium between the hours of 11:00 P.M. and the following 8:00 A.M., if the same shall disturb or annoy the other occupants of the building.
7. All garbage and refuse are to be deposited only in the facilities provided in each condominium building for that purpose. Recycled products are to be deposited in the appropriate recycling bins. Residents must have their contractors remove from the community any waste materials generated by their own work on their condominium.
8. No cooking or cooking equipment shall be permitted on any balcony or terrace of a condominium, as mandated by the insurance company.
9. Upon entering a Captain's Walk driveway, driving in excess of 20 mph will not be permitted.
10. The management company (or agent of the Association) shall at **all** times have a passkey to each condominium. No condominium owner shall alter any lock nor install any new

lock on any doors leading to his condominium without notifying the management company and they shall be provided with a key.

11. Automobile parking spaces shall be used solely and exclusively for that purpose. Parking spaces shall be used for the purpose of parking four wheeled motor vehicles originally manufactured as passenger cars. No portion of the condominium shall be used for the storage of boats, inoperative automobiles, recreation vehicles or campers, except if the Association shall give written consent (which consent may be conditional or revoked at any time). A condominium owner may not lease or assign their automobile parking space except in conjunction with a lease of their condominium, which lease has been approved in accordance with the provisions of the Declaration of Condominium. Carports are for storage of passenger vehicles, Board-approved motorcycles, and bicycles only.
12. Any complaints directed toward other residents or the management company must be in writing with a copy given to any Board member.
13. Common elements shall be used in such manner at such times as the Board of Directors or the Manager may from time to time direct.
14. Condominium owners, residents, their families, guests, servants, employees, agents, or visitors shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof or power room of any building. No dogs or bikes are allowed on docks or common areas of Captain's Walk.
15. There shall not be kept in any condominium any inflammable, combustible or explosive fluid material, chemical or substance except for normal household use.
16. The use of subdivision or recreational facilities shall at all times be subject to such rules and regulations as may be established by the Association or the Pelican Harbor Association, Inc.
17. Payments of assessments shall be made at the office of the Association. Payments shall be made to the order of the Association. Payments of regular assessments are due on the first day of each month and if delinquent, are subject to charges as provided in the Declaration of Condominium.
18. No condominium owner or resident shall direct, supervise or in any manner attempt to assert any control over any of the employees of the management company, nor shall he/she attempt to send any such employees upon private business of such condominium owner or resident.
19. ALL PETS MUST BE APPROVED BY THE BOARD OF DIRECTORS AND A PET IDENTIFICATION AGREEMENT MUST BE SIGNED. CONDOMINIUM OWNERS ARE LIMITED TO ONE PET WEIGHING NO MORE THAN 25 POUNDS AT MATURITY. WHEN APPROVED BY THE BOARD OF DIRECTORS, A PET IDENTIFICATION AGREEMENT MUST BE SUBMITTED BY EACH OWNER/RESIDENT VISITOR WHO WILL HOUSE A PET ON THE PREMISES. PET OWNERSHIP WITHIN CAPTAIN'S WALK IS A PRIVILEGE, AND WHEN IT INTERFERES WITH THE QUIET ENJOYMENT OF A RESIDENT OR THE GENERAL COMMUNITY, THAT WILL CONSTITUTE GROUNDS FOR REMOVAL OF THE PET FROM THE COMMUNITY. CURRENT STATUS OF PETS WILL BE GRANDFATHERED TO THE PRIOR RULES AND REGULATIONS. NO PETS WILL BE ALLOWED BY RENTERS.

20. Each condominium shall be occupied by a "Single Family", its servants and guests as a residence. "Single Family" is defined as one or more persons related by blood, marriage or adoption, or no more than two unrelated persons living and cooking together as a single housekeeping unit. In the absence of an owner(s), the Association must be notified in writing prior to the arrival of any guests (relatives included), their anticipated arrival and departure dates and that the owner's guests will abide by the same covenants of the Association as if they were owners.
  
21. No condominium owner may dispose of a condominium or any interest therein by sale or by lease without first obtaining written permission from the Board of Directors. The Association must approve by personally interviewing the prospective occupant. A copy of the purchase or lease agreement, a completed application for occupancy and a one hundred dollar (\$100.00) check payable to Captain's Walk Condominium Association, Inc. must be furnished a minimum of two weeks prior to the desired occupancy date. All forms are obtainable through the management office.
  
22. Signs, including For Rent & For Sale are prohibited in the community.

Revised 04/18/18 cf



c/o JMD Properties  
904 SE 5th Avenue  
Delray Beach, FL 33483

TO: ALL OWNERS  
FROM: CAPTAINS WALK  
BOARD OF DIRECTORS  
RE: PREVENTIVE MAINTENANCE

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Dear Owners:

We would like to remind all unit owners the importance of shutting-off the main valve to the water supply and power to the water heater, upon leaving their unit vacant. If you have tenants they should be aware of how to perform these tasks.

Circuit Breaker Boxes should be checked for signs of melting breakers and dryer vents should be checked and cleaned to prevent fires.

Also, a reminder to all owners that air-conditioning condensate lines should be checked regularly for clean out to avoid back up into the units.

- Water Off to unit with power off to hot water heater
- Circuit Breaker Boxes checked
- Dryer Vents cleaned out
- Air Conditioners Condensate Lines cleared

We appreciate your cooperation and as always, we welcome any suggestions.

IG:\CW\CORRESPONDENCE\General\PreventiveMaintenanceOwners.doc

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**PET IDENTIFICATION AGREEMENT**

As owner of Pelican Harbor/Captain's Walk residence located at \_\_\_\_\_  
Delray Beach, FL 33483, I/we request permission to bring upon the property, and to keep within the property, a  
pet which I/we own, described as:

GENERIC SPECIES (dog, cat, etc.) \_\_\_\_\_  
SPECIFIC OR SUB-SPECIE (breed, type, etc.) \_\_\_\_\_  
PET'S NAME \_\_\_\_\_  
WEIGHT: \_\_\_\_\_ HEIGHT: \_\_\_\_\_ COLOR \_\_\_\_\_  
SEX: \_\_\_\_\_ IDENTIFYING MARKS \_\_\_\_\_  
REGISTERED/ LICENSED IN COUNTY OF: \_\_\_\_\_  
LICENSE # \_\_\_\_\_

**In requesting this permission (and if granted, in accepting it), I/we do so subject to all of the following provisions, rules and regulations of the Association, which provisions and rules and regulations I/we fully understand and by which I/we agree to be fully bound.**

1. The pet described is not considered a "dangerous" pet nor is it being raised as an "attack" animal.
2. If granted this permission, I/we will consistently and diligently discipline and supervise said pet in such a manner as to prevent its becoming, in any way whatever, objectionable to or a nuisance to or an offense to others.
3. Said pet shall never be allowed to freely roam any common area of the Association premises on or off a leash. The pet must be in the company of an individual willing and able to fully control it; and that in matters of its exercise and relief, it shall at all times be under prudent control, considerate of the interests and sensibilities of fellow condominium residents, their guests and all others.
4. I/we accept full personal responsibility for any damage or for any task of maintenance "ground keeping" or "housekeeping" occasioned by the actions or the presence of said pet.
5. Should legal action become necessary for the Association to enforce the above provisions, Rules and Regulations and Covenants, the owner of the Lot will be held responsible for any attorney's fees and administrative costs incurred.

ONE IDENTIFICATION AGREEMENT SHOULD BE FILLED OUT FOR EACH PET  
OWNER \_\_\_\_\_  
DATE \_\_\_\_\_

UPDATED 2/10/05