

PELICAN HARBOR BOATMAN'S ASSOCIATION INC.

C/O JMD Properties
904 SE 5th Avenue
Delray Beach, FL 33483
561.265.3272

TO: ALL UNIT OWNERS/REALTORS AND INTERESTED PARTIES
RE: SALES OR RENTAL APPLICATION PACKAGES

1. ALL APPLICATIONS FOR SALES OR RENTAL OF A UNIT MUST BE ACCOMPANIED BY A CHECK OF \$150.00 (NON-REFUNDABLE APPLICATION FEE) PAYABLE TO JMD PROPERTIES.
2. ALL SPACES ON THE "APPLICATION FOR OCCUPANCY" FORM MUST BE COMPLETED. BLANKS SPACES WILL HOLD UP PROCESSING. USE "N/A" IF ITEM IS NOT APPLICABLE.
3. THE APPLICANT 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. PURCHASE ONLY: PURCHASER MUST SIGN THAT HE/SHE IS 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, DEPOSIT RECEIPT OR LEASE, WHICHEVER APPLIES, MUST BE SUBMITTED WITH THE APPLICATION.
6. A COPY OF THE BOAT REGISTRATION, IF APPLICABLE, MUST BE SUBMITTED WITH APPLICATION.
7. A COPY OF THE INSURANCE DECLARATION ON THE BOAT MUST BE SUBMITTED WITH APPLICATION.
8. ATTACH COPY OF DRIVER'S LICENSE FOR EACH APPLICANT.
9. PURCHASER OR LESSEE MUST BE A CURRENT OWNER OR TENANT WITHIN PELICAN HARBOR, CAPTAINS WALK, OR PELICAN POINT.

ONCE THE ABOVE ITEMS HAVE BEEN COMPLETED, RETURN THE PACKAGE WITH THE FEE TO:

J.M.D. PROPERTIES, INC.
904 SE 5TH Avenue
DELRAY BEACH, FL 33483
561-265-3272 (o) • 561-265-3660 (f)

YOU WILL BE CONTACTED FOR A PERSONAL INTERVIEW APPOINTMENT

PELICAN HARBOR BOATMAN'S ASSOCIATION INC.
Application for Occupancy

SLIP #: _____

PURCHASE: _____ LEASE: _____ DESIRED OCCUPANCY DATE: _____

IF LEASE, TERM: _____

CURRENT OWNER INFORMATION

NAME(S): _____

MAILING ADDRESS: _____

TELEPHONE NO.: _____ CELL: _____ EMAIL: _____

APPLICANT INFORMATION

NAME: _____ SOCIAL SECURITY NO.: _____

TELEPHONE NO.: _____ CELL: _____ EMAIL: _____

CO-APPLICANT NAME: _____ SOCIAL SECURITY NO.: _____

TELEPHONE NO.: _____ CELL: _____ EMAIL: _____

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

NAME OF OTHER OCCUPANT(S): _____

APPLICANT RESIDENCE HISTORY

CURRENT ADDRESS: _____

TELEPHONE: _____ HOW LONG?: _____

NAME OF LANDLORD OR MORTGAGE CO. _____

APT. OR CONDO NAME: _____ TEL: _____

PREVIOUS ADDRESS: _____

APT. OR CONDO NAME: _____ TEL: _____

APPLICANT EMPLOYMENT AND BANK REFERENCES

EMPLOYER: _____

TELEPHONE NO.: _____ SUPERVISOR: _____ HOW LONG?: _____

POSITION HELD: _____ APPROX. MO. INCOME: \$ _____

CO-APPLICANT EMPLOYER: _____

TELEPHONE NO.: _____ SUPERVISOR: _____ HOW LONG?: _____

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POSITION HELD: _____ APPROX. MO. INCOME:\$ _____

NAME OF BANK/SAVINGS & LOAN: _____

ADDRESS: _____ TEL.: _____

BRANCH: _____ CONTACT PERSON: _____

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

APPLICANT CHARACTER REFERENCES

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

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

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

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

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

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

APPLICANT EMERGENCY CONTACT

IN CASE OF AN EMERGENCY CONTACT: _____ Tel: _____

APPLICANT 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. A COMPLETED Application. 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. A copy of the boat registration.
5. A copy of the boat's insurance declaration.
6. Received and signed for the documents and or the Rules and Regulations (see below).
7. Copy of drivers license on each occupant, as applicable.
8. Three (3) letters or emails of references.

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

PELICAN HARBOR BOATMAN'S ASSOCIATION
Revised Rules & Regulations

In addition to the Rules and Regulations set forth in Paragraph 12 of the Pelican Harbor Declaration of Use of Boat Slips, the following rules and regulations are adopted as the Initial Rules and Regulations promulgated pursuant to Paragraph 5 (f) of the By-Laws of Pelican Harbor Boatman's Association, Inc. The term "Marina" shall mean the docks, slips and related facilities, and improvements described in the Pelican Harbor Declaration of Use of Boat Slips, or appurtenances.

1. Only pleasure vessels, powered by motor or sail, in seaworthy condition and under their own power, may be docked at the Marina.
2. It shall be the responsibility of members to keep the area surrounding their Boat Slip in an orderly and clean condition. Boat Slips, piers, and all facilities shall be kept clear of all gear, including small craft. Small craft belonging to any vessel and normally capable of stowage shall be tied in the same slip as said vessel. No motorized vehicle of any kind shall be ridden, driven, stored or otherwise permitted on the piers or bulkheads.
3. Living on vessels docked within the Marina is forbidden.
4. Pets shall not be permitted in or about the Marina except for the purpose of embarking or disembarking from vessels docked at the Marina.
5. Vessels operated during the nighttime at the Marina shall be properly equipped with navigational lights and shall be operated in accordance with all applicable provisions of federal and state "rules of the road".
6. Vessels shall comply with all applicable city, county, state and federal regulations pertaining to the operation of vehicles.
7. Each member and owner of any vessel utilizing the facilities of the Marina assumes all risks of loss or damage to any vessel or property owned by such member. The Association shall have no liability or responsibility whatsoever.
8. Unless the Association shall consent in writing to the contrary, all vessels docked in the Marina, including documented vessels, must be registered in the member's name. A copy of the boat registration must be submitted to the Association annually.
9. No refuse, trash or oil shall be thrown or pumped overboard within the waters of the Marina. It shall be the responsibility of each member to remove all debris, waste and garbage from the Marina area. No trash receptacles shall be maintained or permitted at the Boat Slip.
10. The discharge of sanitary waste from any vessel within the waters of the Marina is strictly prohibited.
11. Vessel owners are solely responsible for the proper docking of their vessels and are required to maintain docking lines in good condition, sufficiently strong enough to secure the vessel at all times.
12. Swimming, diving or fishing is not permitted within the area of the Marina.
13. Advertising or soliciting shall not be permitted within the area of the Marina.
14. No laundry shall be hung or placed on any vessel within the Marina and no "for sale" signs or other signs shall be placed on vessels within the Marina without the express written approval of the Association.

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15. The subleasing of slips is prohibited and the transfer of vessels from one slip to another without written Association approval is prohibited.
16. The use of charcoal burners, gas welders, gas torches or any open flame-producing equipment is strictly prohibited. Fuels shall be stored only in tanks that are integral parts of a vessel.
17. No major repair or overhaul of vessels shall be permitted within the Marina. Vessels requiring such work shall be removed to a boat yard. The extent of any repairs or refitting at the Marina shall be at the sole discretion of the Association.
18. The Association shall have the right, but not the obligation, to inspect any vessel in the Marina to determine its seaworthiness, cleanliness and compliance with all applicable cities, county, state and federal fire and safety regulations. The Association shall have the right, but not the obligation, to remove any vessel from the Marina which fails to comply with these regulations.
19. Members shall maintain their vessels in a seaworthy condition, with due regard to fire hazards, and shall be responsible for pumping their vessels when necessary. Vessels showing unusual leakage must be repaired or removed from the Marina. Should any vessel sink in the Marina, it shall be the responsibility of the owner thereof to remove it from the Marina within ten (10) days without cost or expense to the Association and without damage to the Marina.
20. Members shall not use television sets, musical instruments, loud hailers, radios or other on-board equipment so as to create a disturbance.
21. No generator shall be used to provide electrical power for any boat while within the Marina except in extreme circumstances with Board of Directors approval.
22. The cost of electricity for each slip is the responsibility of the slip owner. Any changes or upgrades to the supplied electrical service must be approved by the association and all costs, including the cost of installation, must be paid for by the slip owner.
23. No vessel shall be operated in the area or waters surrounding the Marina area in Tropic Isle Harbor and/or the C-15 Canal so as to create a wake.
24. In accordance with published weather bureau storm warnings, all preliminary preparations required to safeguard individual vessels by their respective owners must be completed during the first alert. All loose gear, small vessels, hoses, etc., must be removed and all hatches, doors, etc., must be secured.
25. All vessels expected to remain in the Marina during a hurricane or severe storm must be seaworthy and the Association shall have the authority (but not the obligation) to replace lines, fittings, fastenings, etc., or order replacement of lines, fitting, fastenings, etc., which in its sole opinion do not appear adequate for the safety of the vessel or the Marina, or to direct a member to remove his vessel from the Marina for safekeeping during such storm period. Any expense incurred by the Association shall be assessed against the member.
26. Members shall not use or permit the use of the Boat Slips or related facilities in any manner that might disturb or bother other members, or in any way to injure the reputation of the Marina
27. The Association shall have the authority to require compliance from all members and other persons with these Rules and Regulations, as amended from time to time, and with applicable city, county, state and federal laws and ordinances.
28. If a member violates one or more of these Rules and Regulations, written notice shall be served on such member by the Association. The member shall have seven (7) days within which to correct the violations, after which the Association shall have the right to correct any violation

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and to assess cost of same plus an administrative fee to the member by sending a statement of costs to such member.

29. All notices given pursuant to these Rules and Regulations shall be in writing and shall be deemed delivered when presented in person or when mailed by registered or certified mail, addressed to an individual member at his address as listed within the records of the Association.
30. The Board of Directors of the Association may, from time to time, amend these Rules and Regulations. All such amendments shall be mailed as provided above to each member.
31. Transient boats may be berthed overnight at the Marina only with the permission of both the slip owner and the Association Owners and guests must abide by all of these Rules and Regulations.
32. Use Restriction – No boat slip may be used by any individual whatsoever, other than the boat slip owner, or guest or family member of a boat slip owner. The term “guest” as used herein shall be limited to those persons who are temporarily residing with the boat slip owners as guest(s). “Family” shall mean and refer to persons related by blood or marriage. Other persons, as mentioned above, may utilize the boat slip only with the prior written permission of the Association.
33. Children not accompanied by an adult are not permitted to utilize the Marina facilities or to board boats at any time.
34. NO ALTERATIONS to any Boat Slip, dock, finger pier or piling may be made without the express written approval of the Association.
35. The Association has complete authority to effect decisions in seeing that the Marina functions in an orderly, businesslike manner affecting a peaceful existence for all concerned.
36. All members berthing their vessels in the Marina must carry liability and property damage insurance sufficient to cover any damage to other boats or to the Marina facilities, as well as injuries to anyone aboard boats, on the docks, or in the vicinity. Copies of such policies are to be delivered to the Association annually upon renewal.
37. Anyone hired by boat owners to service an owner’s vessel is responsible for any damages incurred. Major repairs or refitting of vessels at docks is prohibited. Minor repairs, mechanical adjustments, electrical work and touch-up painting are permitted. Disc sanding is prohibited. The Association shall be consulted prior to commencing any work by outside personnel.
38. Only marine repair companies or mechanics who have met insurance requirements of the Association shall be allowed to work on vessels in the Boat slips and docks unless the boat slip owner has agreed in writing to indemnify, defend and hold the association and other boat slip owners and other owners harmless against any loss caused by the work. All work on vessels by outside workmen must be performed between 8:00 a.m. and 6:00 p.m., **only quiet work is permitted on weekends and holidays.**

12/07/14 cf