

**HARBOUR TOWNE ASSOCIATION, INC.**

*5701 MIDNIGHT PASS ROAD, SIESTA KEY, FLORIDA 34242*

*BETWEEN MARKERS 69 AND 73 ON THE ICW*

**APPLICATION TO OWN CHECKLIST**

**Full Name(s) of Applicant(s):** \_\_\_\_\_

**For the purchase of Unit # \_\_\_\_\_ at Harbour Towne, a Condominium, Operated by Harbour Towne Association, Inc. (the “Association”) being (Address) \_\_\_\_\_ Dockside Place, Sarasota FL. 34242.**

Please ensure your purchase application includes all of the following. Submit your completed application package to:

Keith Schalk, Community Manager  
Progressive Community Management, Inc.  
3701 S. Osprey Avenue  
Sarasota, FL 34239

Please allow two weeks after submission of complete application package for our response. If you have questions, please contact Progressive Community Management at # 941-921-5393 Ext 1157.

\_\_\_\_\_ Application to Own-please complete fully and legibly and ensure signatures of all applicants are included Form 2)

\_\_\_\_\_ Automobile Registration (if applicable) (Form 3)

\_\_\_\_\_ Boat Registration (if applicable) (Form 4)

\_\_\_\_\_ Pet Registration (if applicable) (Form 5)

\_\_\_\_\_ Declaration of Corporate Ownership (if applicable) (Form 6)

\_\_\_\_\_ Consent for Electronic Notification and Resident Directory

\_\_\_\_\_ Application Fee of \$ 150.00 payable to Harbour Towne Association, Inc.

\_\_\_\_\_ Legible copy of photo ID for each applicant

\_\_\_\_\_ Copy of full executed Agreement of Purchase and Sale

**HARBOUR TOWNE ASSOCIATION, INC.**  
*5701 MIDNIGHT PASS ROAD, SIESTA KEY, FLORIDA 34242*  
*BETWEEN MARKERS 69 AND 73 ON THE ICW*

**APPLICATION TO OWN**

I/We hereby make(s) application to own Unit \_\_\_\_\_ at Harbour Towne, a Condominium, operated by Harbour Towne Association, Inc. (the "Association") being Address \_\_\_\_\_ Dockside Place, Sarasota FL.

**Title will be held by the following persons:**

**Full Name of Applicant 1:** \_\_\_\_\_  
(if applicant is a corporation, LLC, trust or other business entity a Corporate Ownership Declaration must be provided)

Date of Birth: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**Full Name of Applicant 2:** \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**List other persons on the title and/or additional Occupants (either with Owners or as Gratuitous Occupants):**

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Relationship: \_\_\_\_\_

**Residency Intentions:** Year-Round \_\_\_ Seasonal (dates) \_\_\_\_\_ Lease (dates) \_\_\_\_\_

Business or Profession (present or most recent): \_\_\_\_\_

Business Address and Phone: \_\_\_\_\_

Two Bank/Credit References (Please include Institution Name and Phone/Contact Information):

1. \_\_\_\_\_

2. \_\_\_\_\_

Two Business/Personal References (Please include Name and Phone/Contact Information):

1. \_\_\_\_\_

2. \_\_\_\_\_

Note: Owner is required to apply to Association for approval of any future change in title registration from that initially approved.

**By signing below, I/we acknowledge that I/we have been provided, read, and understand the Condominium Documents\*. I/We undertake and agree to abide by the provisions of the Condominium Documents\* as well as any new or amended Condominium Documents\* adopted by the Association and to be responsible for the conduct of any of our Gratuitous Occupants, Lessees or Guests.**

**I agree to hold harmless, Progressive Community Management, Inc., and all providers of information on the prospective owner(s) stated above. In the event that the information provided by me (us) is found to be misleading or false, my acceptance for this sale, whether determination is made before or after my date of ownership/occupancy, may be affected. I do hereby authorize with my (our) signature(s), the release of public records, credit report, rental or lease information and employment verification, whether by fax, verbal, photocopy or original signature, to: Progressive Community Management, Inc., and all its members now and in the future for exclusive use of Harbour Towne Association, Inc.**

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Print Name \_\_\_\_\_

“Condominium Documents” consist of the Restated Declaration of Condominium, Articles of Incorporation, By-Laws and Uniform Rules and Regulations of the Association, as amended, and posted on the Association website ([www.harbourtowneyc.com](http://www.harbourtowneyc.com)).

**OFFICE USE ONLY**

Board of Directors Approval: \_\_\_\_Approved \_\_\_\_Denied : Meeting Date:\_\_\_\_\_

Signature

Print Name

Date

Signature

Print Name

Date

**Approval of Unit Transfer:**

Signed by:\_\_\_\_\_ Date:\_\_\_\_\_

Date Certificate Sent to Applicant:\_\_\_\_\_

**HARBOUR TOWNE ASSOCIATION, INC.**  
*5701 MIDNIGHT PASS ROAD, SIESTA KEY, FLORIDA 34242*  
*BETWEEN MARKERS 69 AND 73 ON THE ICW*

**AUTOMOBILE REGISTRATION**

**Unit Number:** \_\_\_\_\_ **Address:** \_\_\_\_\_ Dockside Place, Sarasota FL 34242

**Name of:**

**Owner(s)/Buyer(s):** \_\_\_\_\_

**Lessee(s)** \_\_\_\_\_

**Gratuitous  
Occupants** \_\_\_\_\_

**Automobile 1:**

Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_ Color: \_\_\_\_\_

License Plate: \_\_\_\_\_ State/Prov: \_\_\_\_\_ Number: \_\_\_\_\_

**Automobile 2:**

Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_ Color: \_\_\_\_\_

License Plate: \_\_\_\_\_ State/Prov: \_\_\_\_\_ Number: \_\_\_\_\_

**Automobile / Parking Rules and Regulations**

Harbour Towne Association, Inc. ("Association") regulations and rules pertaining to parking are stated in section 10.14 of the Restated Declaration of Condominium and on page 15 of the Uniform Rules and Regulations. The following is a summary of the pertinent regulations and rules.

1. A **maximum of two cars** are permitted per Unit. Owners' cars must display a Harbour Towne decal in the driver's side front window.
2. Only one car may be parked on the common elements. The first car must be parked in the garage in buildings C, D, and E (with the exception of Units 125/1339 and 225/1341). The second car may be parked in the driveway of buildings A and B and Units 125/1339 and 225/1341 in building E.
3. All outside vehicles must be parked in spaces indicated for general parking. Please park between the lines as designated as a courtesy to your neighbors. Parking on streets or lawns is prohibited.



**HARBOUR TOWNE ASSOCIATION, INC.**  
5701 MIDNIGHT PASS ROAD, SIESTA KEY, FLORIDA 34242  
BETWEEN MARKERS 69 AND 73 ON THE ICW

**BOAT REGISTRATION**

**Unit Number:** \_\_\_\_\_ **Address:** \_\_\_\_\_ Dockside Place, Sarasota FL 34242

**Owner(s)/Buyer:** \_\_\_\_\_

**Lessee(s)** \_\_\_\_\_

**Lease Dates** \_\_\_\_\_

Boat Slip # \_\_\_\_\_ Sailboat \_\_\_\_\_ Powerboat \_\_\_\_\_ Registration \_\_\_\_\_

Boat Make: \_\_\_\_\_ Year: \_\_\_\_\_ Name: \_\_\_\_\_

Boat Length: \_\_\_\_\_ Beam: \_\_\_\_\_

Insurer: \_\_\_\_\_ Policy Number: \_\_\_\_\_

Policy Expiration Date: \_\_\_\_\_

**Please provide a copy of Boat Registration and Boat Insurance Policy**

**BOAT, DOCK AND BOAT SLIP RULES AND REGULATIONS**

Harbour Towne Association, Inc. ("Association") regulations and rules pertaining to boats, the dock and boat slips are stated in section 10.16 of the Restated Declaration of Condominium and pages 10-14 of the Uniform Rules and Regulations. The following is a summary of the pertinent regulations and rules:

1. Only Unit Owners and approved lessees of Unit Owners may use the slip assigned to the Unit. Slips may not be loaned, assigned or rented to any person other than a Unit Owner or approved lessee of a Unit Owner. Any boats berthed in a slip other than the one assigned to the Unit will be removed at the owner's expense. Lessees may not assign or sublease the slip assigned to the Unit being leased.
2. A maximum speed of five (5) mph must be observed within the Marina.
3. Boat Owners are responsible for damages caused by their boat's wake.
4. Only Unit Owners, lessees and their invitees are permitted on the docks.
5. A boat may not be boarded without permission of the Unit Owner except in cases of an emergency.
6. The Marina lights must not be interfered with.
7. Each person using the Marina is responsible for keeping the docks clean.
8. Walkway clearance – Main Dock: Bowsprits and/or anchors should not overhang the walkway portion of the docks. Boats should be tied back toward the channel to eliminate this situation.
9. The Board of Directors must approve the particular vessel a Unit Owner or lessee wishes to dock at Harbour Towne. In determining whether or not to grant approval, the Board of Directors must consider the size and location of the individual boat slips and the physical aspects of the boat docks relative to the size and type

of vessel requested for approval.

- 10. All maintenance of and repairs to any lifts or fittings, whether structural or non-structural, ordinary or extra-ordinary, shall be at the sole cost and expense of the slip Unit Owner.
- 11. Any damage to walkways, finger piers and pilings; to other boats, slips, pilings, electrical and water posts is the responsibility of each slip Unit Owner.
- 12. No dock lines are permitted around water pipes.
- 13. No dock lines are permitted around electrical conduit pipes.
- 14. No temporary electrical cords may be run to the dock or boat. Only marine--grade electrical cords plugged into boxes provided may be used, including water-proof fixtures.
- 15. Utility lines leading to boat slips, such as telephone cable, cable TV service, must be installed in a method and using materials appropriate for outdoor marine use.

**BOAT LIFTS**

All boat lift installations must be approved by the Board of Directors and must be wholly contained, including pilings within the designated slip. Boat lift installations must also meet all of the following requirements:

- 1. Any new posts installed must be driven six (6) feet or until they hit rock.
- 2. Any lift docks "Grandfathered" in or installed as of March 1, 1993: Harbour Towne Association will not assume ANY responsibility for damage to boats, docks or common elements as a result of light weight, tension, torsion, rushing action, wave action, wind action, or generation of electrolytic current. Unit Owner assumes 100% responsibility for repair and replacement of such damage as a result of his property.
- 3. No new structures may be attached to existing pilings. New structures i.e., boat lifts may be attached to the common element pier system with the approval of the Board of Directors where the structure is deemed to improve the stability and/or strength of pier system. The owner of any such structure is responsible for any damage done to the pier system, including repairs and/or replacement deemed necessary by the Board of Directors. Boat lift pilings attached to the pier system that deteriorate must be replaced per the Dock Master and Board of Directors' recommendation at the expense of the lift owner. If the added structure is removed, the owner of the removed structure is responsible for restoring the pier system to its original configuration. All of the above rules apply to any future owners of any such boat lift or added structure. All electrical wiring must be permanent, above the mean high water level and meet electrical code requirements. No extension cords are allowed other than temporary power requirements.
- 4. No boat on or off a lift shall exceed a total of fifteen (15) feet high without previous Board of Director approval. This assumes the lift cradle is raised even with the pier.
- 5. No boat lift dock motors/enclosures shall overhang common element main dock or finger piers.
- 6. Any damage incurred during construction must be fixed and materials of equal value replaced.
- 7. Contractor must clean-up and repair to original with original materials for any work done. Unit Owner is responsible if contractor fails to perform.

**By signing below, I/We acknowledge that we have been provided, read and understand the Condominium Documents\*. I/We agree to abide by the provisions of said documents as well as any new or amended Condominium Documents adopted by the Association and to be responsible for the conduct of any of our Gratuitous Occupants, Lessees or Guests.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\* "Condominium Documents" consist of the Restated Declaration of Condominium, Articles of Incorporation, By-Laws and Uniform Rules and Regulations of the Association, as amended, and posted on the Association website ([www.harbourtowneyc.com](http://www.harbourtowneyc.com)).



**OFFICE USE ONLY**

**Dockmaster:**

\_\_\_\_\_ **Approved**

\_\_\_\_\_ **Denied**

Signature

Print Name

Date

**Board of Directors:**

\_\_\_\_\_ **Approved**

\_\_\_\_\_ **Denied**

Signature

Print Name

Date

**HARBOUR TOWNE ASSOCIATION, INC.**  
*5701 MIDNIGHT PASS ROAD, SIESTA KEY, FLORIDA 34242*  
*BETWEEN MARKERS 69 AND 73 ON THE ICW*

**PET REGISTRATION**

**Unit Number:** \_\_\_\_\_ **Address:** \_\_\_\_\_ Dockside Place, Sarasota, FL. 34242

**Name of:**

Owner(s)/Buyer(s):

Pet: \_\_\_\_\_  
\_\_\_\_\_

**Breed:** \_\_\_\_\_ **Weight (adult)** \_\_\_\_\_ **Coloring** \_\_\_\_\_

Please provide picture of pet.

**PET RULES AND REGULATIONS**

Harbour Towne Association, Inc. ("Association") regulations and rules pertaining pets are stated in section 10.8 of the Restated Declaration of Condominium, as amended 14 October 2008, and on pages 7 - 8 of the Uniform Rules and Regulations. The following is a summary of the pertinent regulations and rules.

No Unit Owner shall allow animals to be kept in his Unit other than in conformity with the following restrictions:

1. Unit Owners shall be permitted to have no more than one (1) pet per unit, subject to prior written approval from the Board of Directors. A permitted pet shall not exceed twenty (20) pounds adult weight. Lessees, Gratuitous Occupants or guests shall not be permitted to keep any pet in a Unit or bring pets onto the condominium property under any circumstances.
2. Once any pet owned by a Unit Owner dies or is disposed of, it may not be replaced without the written approval by the Board of Directors.
3. Pets shall be kept on a leash at all times when outside the confines of the Unit.

4. No one may keep a pet which annoys any resident by unreasonable noise or continuous barking or shows any tendency toward viciousness. If, after a hearing, in the sole judgment of the Board of Directors, it is determined that a pet is causing excessive disturbance and annoyance to other occupants, the Unit Owner shall permanently remove the pet from the condominium property.
5. In compliance with ordinances, pets shall not be allowed in the swimming area.
6. Each Unit Owner is responsible for immediately cleaning up grounds after his/her pet.

**SERVICE ANIMALS**

Notwithstanding the above rules on pets, the Association will make reasonable accommodations for a resident with a disability covered by the Americans with Disabilities Act (ADA). However, the Board of Directors requires a certified medical physician to state in writing the specific disability, that the disability is covered by the ADA and how the animal is to be used to alleviate the condition that forms the disability. Such written statement must be received by the Property Manager at least one week prior to occupancy by the disabled resident.

**By signing below, I/We acknowledge that we have been provided, read and understand the Condominium Documents\*. I/We agree to abide by the provisions of said documents as well as any new or amended Condominium Documents adopted by the Association and to be responsible for the conduct of any of our Gratuitous Occupants, Lessees or Guests.**

Signed: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

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<b>OFFICE USE ONLY</b>		
Board of Directors Approval: _____ Approved    _____ Denied : Meeting Date: _____		
_____ Signature	_____ Print Name	_____ Date
_____ Signature	_____ Print Name	_____ Date

**HARBOUR TOWNE ASSOCIATION, INC.**

*5701 MIDNIGHT PASS ROAD, SIESTA KEY, FLORIDA 34242*

*BETWEEN MARKERS 69 AND 73 ON THE ICW*

**DECLARATION OF CORPORATE OWNER**

**Unit Number:** \_\_\_\_\_ **Address:** \_\_\_\_\_ Dockside Place, Sarasota FL 34242

**Name of Corporation, LLC, Trust or other Business Entity:**

\_\_\_\_\_  
("Corporate Buyer")

Date Incorporated: \_\_\_\_\_ Jurisdiction of Incorporation: \_\_\_\_\_

Date of Registration: \_\_\_\_\_

I/We the undersigned shareholders or trustee of Corporate Buyer hereby certify to Harbour Towne Association, Inc. (the "Association") in connection with our application to the Association for approval to purchase the above-noted Unit that I/we are the directing mind(s) of Corporate Buyer by reason of being all of the shareholders, directors, officers and/or trustees of the Corporate Buyer, a prospective purchaser of the Unit. In consideration of approval by the Association of the purchase by the Corporate Buyer of the Unit in accordance with the Amended and Restated Declaration of Condominium of the Association, I/we, individually and collectively, declare, certify, acknowledge and agree that:

1. I/We have received, reviewed, and will abide by the Amended and Restated Declaration of Condominium, 1994 Restated Articles of Incorporation, 1994 First Restated By-Laws and Uniform Rules and Regulations of the Association, as hereinafter amended ("Condominium Documents"), and acknowledge, agree and undertake that I/we will cause the Corporate Buyer to abide by the Condominium Documents during its ownership and use of the Unit;
2. Without limiting the generality of the foregoing, I/we acknowledge that:
  - a. A maximum of two cars owned and/or operated by or on behalf of the Corporate Buyer, as registered from time to time with Association may be parked on the property at any time as only two parking permits will be issued to the Corporate Buyer, and that one such vehicle must be parked in the garage of the Unit;

- b. A single pet weighing no more than 20 pounds and registered from time to time with the Association may be present in the Unit and on the property;
- c. A maximum of six (6) people may occupy the Unit without prior written approval from the Board of Directors of the Association;
- d. The only persons other than the undersigned who may occupy the Unit, either in conjunction with the undersigned or as approved Gratuitous Occupants, in accordance with the Condominium Documents are:

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Relationship: \_\_\_\_\_

**By signing below, I/We acknowledge that we have been provided, read and understand the Condominium Documents\*. I/We agree to abide by the provisions of the Condominium Documents\* as well as any new or amended Condominium Documents\* adopted by the Association and to be responsible for the conduct of any of our Gratuitous Occupants, Lessees or Guests.**

Signed: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

\* "Condominium Documents" consist of the Restated Declaration of Condominium, Articles of Incorporation, By-Laws and Uniform Rules and Regulations of the Association, as amended, and posted on the Association website ([www.harbourtowneyc.com](http://www.harbourtowneyc.com)).

**Please return this form to: Progressive Community Management, Inc.**  
3701 S. Osprey Ave., Sarasota, FL 34239

## **Owner Information & Electronic Communication Form**

**Name of Association:** Harbour Towne Association, Inc.

**Owner Information:**

Unit No: \_\_\_\_\_ Address \_\_\_\_\_

Owner (1) Name: \_\_\_\_\_ Owner (2) Name: \_\_\_\_\_

Phone No: \_\_\_\_\_ Alternate No: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Yes, I would like to receive updates regarding our Association via email.**  
 **No, I would NOT like to receive updates regarding our Association via email.**

**Vehicle Information:**

1) Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_ Tag \_\_\_\_\_

2) Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_ Tag \_\_\_\_\_

**Emergency Contact Information:**

Emergency Contact Name(s): \_\_\_\_\_

Emergency Contact phone & email: \_\_\_\_\_

**Occupant Information:**

Do you occupy your unit? **Yes**                      **No**

**If rented, please provide:**

Tenant Name(s): \_\_\_\_\_

Tenant Phone: \_\_\_\_\_ Tenant Email: \_\_\_\_\_

I hereby authorize Progressive Community Management, Inc. to electronically transmit statutorily permitted notices if applicable by the Association Documents.

**Yes                      No**

Member Directory: Florida Statutes, allows the Association to print and distribute an owner directory containing name, property address, and all telephone numbers of the owners unless the owner chooses to exclude the telephone numbers in writing to the Association. If your association generates a Community Directory, please indicate below if you would like your contact information published.

**Yes                      No**

\_\_\_\_\_  
Signature of Owner

Date \_\_\_\_\_

\_\_\_\_\_  
Printed Name