

Whispering Woods of Palm Beach Homeowners Association, Inc.

PURCHASE/RENTAL INFORMATION INSTRUCTIONS:

This application is subject to approval. Please complete and submit with all required documentation to:

Whispering Woods of Palm Beach Homeowners Association, Inc.
c/o Allied Property Management Group, Inc.
1711 Worthington Rd. Ste 103
West Palm Beach, FL 33409

Please note: applications must be turned in complete. All must check / initial next to each item below to ensure you are submitting all required documentation prior to mailing or dropping off.

▪ **Please note:** if purchasing under a business entity the application must be filled out with said person as signer for such business entity. Proof of authorized signer required such as a print out from Sunbiz.org.

- _____ A non-refundable application fee in the form of money order or cashier's check in the amount of \$150.00 (per applicant, 18 years of age or older) made payable to: **ALLIED PROPERTY MANAGEMENT GROUP, INC.** Married couples eligible to only \$150.00 fee (marriage certificate may be requested).
 - **Please note:** An additional one hundred (\$250.00 total - made payable to: **ALLIED PROPERTY MANAGEMENT GROUP, INC.**) is required per applicant if of Foreign nationality and holds no U.S. Social Security Number.
- _____ Legible copy of each applicant's valid DL or government issued picture ID.
- _____ Legible copies of all vehicle registrations that will be parked in the community.
- _____ Signed APPLICANT AUTHORIZATION AND CONSENT FOR RELEASE OF INFORMATION form.
- _____ Executed copy of the Purchase Agreement or Signed Lease Agreement.
- _____ Acknowledgement of "Welcome" Letter and Rules & Regulations.

***PLEASE do not schedule occupancy for rental until you have been approved by the board. The board will schedule an interview with the leasee and have thirty (30) days to make the decision.**

*Applicant(s) will be contacted once the board has made a decision. You may follow up for the status within two weeks via email to: **applications@alliedpmg.com** including the following subject line (WWO/ Applicants Last Name – Property address) in your email(s).

Applicant(s) Email: _____ Email: _____

Agent(s) Email: _____ Email: _____



WWO

NEW RESIDENT APPLICATION

PROPERTY ADDRESS: _____

Applicant 1

Name: _____ Maiden Name: _____

DOB: _____ Social Security: _____ - _____ - _____ Phone: (____) _____

Cellular: _____ Work: _____ Email: _____

Driver's License Number: _____ State: _____ Current Rent: _____

Current Address: _____ City, State _____ How Long: _____

Landlord: _____ Ph: _____ Reason for moving: _____

Previous Residence 1: _____

How Long: _____ Reason for moving: _____ Landlord: _____

Development/Community: _____ Contact: _____ Phone: _____

Current Employer: _____ Ph: _____ Income: _____

Address: _____ Supervisor: _____

Previous Employer: _____ Ph: _____ Income: _____

Addr: _____ Supr: _____ Reason for Leaving: _____

Applicant 2

Name: _____ Maiden Name: _____

DOB: _____ Social Security: _____ - _____ - _____ Phone: (____) _____

Cellular: _____ Work: _____ Email: _____

Driver's License Number: _____ State: _____ Current rent: _____

Current Address: _____ How Long: _____

Landlord: _____ Ph: _____ Reason for Moving: _____

Previous Residence 1: _____

How Long: _____ Reason for moving: _____ Landlord: _____

Development/Community: _____ Contact: _____ Phone: _____

Current Employer: _____ Ph: _____ Income: _____

Address: _____ Supervisor: _____

Previous Employer: _____ Ph: _____ Income: _____

Addr: _____ Supr: _____ Reason for Leaving: _____

Other Occupants That Will Reside With You

Name	DOB	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____

Pets: (Include a clear picture and proof of vaccination for each pet.)

Type: _____ Breed: _____ Weight: _____ Age: _____
 Type: _____ Breed: _____ Weight: _____ Age: _____

Vehicles to be Parked at Residence (All vehicles must be registered with the Association. Commercial vehicles or motorcycles are not allowed in the community.)

Vehicle #1: Make: _____ Model: _____ Tag#: _____ Yr: _____
 Vehicle #2: Make: _____ Model: _____ Tag#: _____ Yr: _____

(Provide copies of each vehicle registration)

References (Not Related)

Name: _____ Address: _____
 Relationship: _____ Phone: _____
 Name: _____ Address: _____
 Relationship: _____ Phone: _____

Has any applicant ever been: Evicted Lost part/all security deposit Had lease terminated

Give detail: _____

Emergency Contact

Name: _____ Address: _____
 Relationship: _____ Phone: _____

I (we) agree to abide by the Declaration of Covenants, Conditions and Restrictions and Amendments thereto, of the governing Association.
 I (we) fully authorize an investigation, if necessary, of all answers and references given. Accordingly, I specifically authorize Allied Property Management Group, Inc., its principals, managers or agents to make such investigation and agree that the information contained in this application may be used in such investigation and Allied Property Management Group, Inc., its principals, manager or agents shall be held harmless from any action or claim by me in connection with the use of the information contained herein or any investigation conducted by the Allied Property Management, Inc., its principals, managers or agents.

I (we) understand that should the landlord enter into a lease with me (us), and I have provided false information on this application, I (we) will be subject to having my (our) lease terminated at the landlord's option, and have my (our) full security deposit forfeited as compensation for damages.

 Signature of Applicant: Signature of Applicant: Date:



APPLICANT AUTHORIZATION AND CONSENT FOR RELEASE OF INFORMATION

This release and authorization acknowledges that **Allied Property Management Group, Inc.**, may now, or any time while I am renting, conduct a verification of my current and previous tenant history, current and previous employment, credit history, contact personal references, and to receive any criminal history information pertaining to me which may be in the files of any Federal, State, or Local criminal justice agency, and to verify any other information deemed necessary to fulfill the Tenant requirements. The results of this verification process will be used to determine tenant eligibility under **Allied Property Management Group, Inc.**, tenant policies.

I authorize **Background Info USA** and any of its agents, to disclose orally and in writing the results of this verification process to the designated authorized representative **Allied Property Management Group, Inc.**

I have read and understand this release and consent, and I authorize the background verification. I authorize persons, schools, current and former employers, current and former landlords and other organizations and Agencies to provide **Background Info USA** with all information that may be requested. I hereby release all of the persons and agencies providing such information from any and all claims and damages connected with their release of any requested information. I agree that any copy of this document is as valid as the original.

Applicant Signature

Print Name Clearly

Co-Applicant Signature

Print Name Clearly

Co-Applicant Signature

Print Name Clearly

Date: _____

III. Amendment to Article XIII of the Declaration of Covenants, Restrictions, Conditions and Easements of Whispering Woods of Palm Beach Homeowners' Association, Inc.:

Article XIII

~~Section 1. Leases. All leases shall be in writing, be approved by the Association and shall provide that the Association shall have the right to terminate the lease in the name of and as agent for the lessor upon default by tenant in observing any of the provisions of the Declaration, the Article of Incorporation, By-Laws of the Association and applicable rules and regulations, if any. Leasing of Lots and Homes shall also be subject to the prior written approval of the Association. The Association may require an interview of the prospective tenant. The Owner or lessee requesting the approval shall pay to the Association a fee of One Hundred and No/100 (\$100.00) Dollars or the maximum amount permitted by the Florida Statutes, whichever is greater, to cover the costs of reviewing the lease, examining records and interviewing the tenant. No lease shall be approved for a term of less than one (1) year or more than two (2) years. The prior written approval of the Association for a lease shall not apply to Lots and/or Homes acquired by an Institutional Mortgagee who has acquired title to the Lot and/or Home through foreclosure or deed in lieu of foreclosure. The Owner will be jointly and severally liable with the tenant to the Association for any sum which is required by the Association to affect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. The Board of Directors may by a majority vote establish a requirement that a sum of money not to exceed One Thousand and No/100 (\$1,000.00) Dollars or one month's rent, whichever is greater, be deposited in escrow with the Association to repay any damage to the Common Area or other portions of the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The number of occupants must comply with the Palm Beach County Code regarding the size of the Home.~~

Section 1. Leases

(a) An Owner other than the Association shall not lease the Home anytime within one (1) year of purchase. Owners who acquire title as a result of inheritance may lease the Home within the first year, so long as the lease and the occupancy contemplated by the lease, has been approved in advance in writing by the Board of Directors.

(b) Only the entire Home may be rented. Rent-sharing, the rental of rooms or less than the entire Home is prohibited. There shall be no subdivision or subletting of the Homes. Homes may only be occupied by tenants as a single family residence. The maximum number of tenants permitted to occupy a Home within the Association shall be two (2) persons for each bedroom of the Home. All leases shall be for a minimum period of one (1) year and no Home may be subject to more than one (1) lease in any twelve (12) month period, regardless of the lease term.

(c) Approval of Leasing. All leases and lease renewals shall be subject to prior approval of the Association. Notwithstanding the aforementioned, the prior written approval of the Association for a

lease shall not apply to Lots and/or Homes acquired by the Association or by an Institutional Mortgagee who has acquired title to the Lot and/or Home through foreclosure or deed in lieu of foreclosure. Approval shall not be unreasonably withheld. For purposes hereof, occupancy of a Home by a person or persons in the absence of the Owner, except for the spouse of the Owner, parents, children, grandparents or siblings, of either the Owner or spouse, in excess of sixty (60) days, shall be treated as a lease and must be approved in advance in writing by the Association. Within a reasonable time, not less than thirty (30) days prior to the commencement of the proposed lease term, an Owner or his agent shall apply to the Association for approval of such lease; if desired, the Board or its managing agent may prescribe the application form. The Association may waive the application requirement if the tenant/tenants has/have resided in the Home pursuant to an approved lease or other occupancy prior to the effective date of the instant lease. However, this shall not be construed as to allow leasing, renting, or occupancy by persons other than permitted guests without the advance written approval of the Board. The Board may require the use of a uniform lease or require the addition of an addendum, protecting the Association's interests. The Owner or the intended lessee shall furnish to the Association such information as the Association may reasonably require, including a copy of the proposed lease, a security deposit in the amount of \$1,000.00 or one-month's worth of rent, whichever is greater, not to exceed \$2,000 (or such other amount as permitted by Florida Statute) made payable to the Association, and the prospective lessee shall make himself or herself available for a personal interview, if desired by the Board, prior to the approval of such lease. The security deposit shall be deposited by the Association in an institutional bank and shall not be commingled with other funds of the Association. The security deposit shall be used to reimburse the Association in the event that lessee or lessee's guests or invitees cause damage to the common areas of the Association or to Association property. The Association may require a background investigation as to the proposed lessee's finances, credit history, criminal history, residential history or otherwise. The interview may be conducted over the telephone if it would be inconvenient for the applicant to appear for a personal interview. It shall be the Owner's obligation to furnish the lessee with a copy of the Declaration and applicable Rules and Regulations. Each lease, or addenda attached thereto, shall include, and if it does not, shall be deemed to include, an agreement of the lessee to comply with the Declaration and applicable Rules and Regulations; shall provide, and if it does not, shall be deemed to provide that any violations of the aforementioned documents shall constitute a material breach of the lease; shall contain a provision, and if it does not, shall be deemed to include a provision, appointing the Association as agent for the Owner so the Association may act on behalf of the Owner to enforce the lease, evict the lessee, or otherwise. The Owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease or any of the foregoing provisions. The Owner shall have a duty to bring his or her tenant/tenants conduct and actions into compliance with the Declaration and applicable Rules and Regulations by whatever action is necessary, including without limitation, the institution of eviction proceedings, without notice to cure, where legally permissible. If the Owner fails to bring the conduct of the tenant(s) into compliance with the Declaration and applicable Rules and Regulations, the Association shall then have the authority to act as agent of the Owner to undertake whatever action is necessary to abate the tenant/tenants' non-compliance with the aforementioned documents, including without limitation, the right to institute an action for eviction against the tenant/tenants in the name of the Association. The Association shall recover its costs and reasonable attorney's fees at all levels, including pre-suit, suit and appeal, should it need to initiate any action against an Owner or tenants under this Section.

(d) Disapproval of Lease. It shall be the duty of the Association to notify the Owner of approval or disapproval of such proposed lease within thirty (30) days after receipt of the application for lease on any prescribed form, completed with all required information, and the personal interview of the proposed lessee, whichever date last occurs. Failure of the Association to respond in writing within thirty (30) days shall be deemed to constitute approval. Approval of the Association shall be withheld only if a majority of the entire Board so votes. If the Association disapproves a proposed lease or renewal, the lease shall not be made or renewed. Any rental of a Home made in violation of this Declaration shall be voidable and the Association may act as agent for Owner and invoke any remedies provided by law, including but not limited to, the initiation of immediate eviction proceedings to evict the unauthorized persons in possession. The Association shall neither have a duty to provide an alternate tenant nor shall it assume any responsibility for the denial of a lease application. The security deposit, which was posted with the Association as part of the lease application process, shall be refunded to the person that tendered the deposit and shall be forwarded via regular U.S. Mail to that person's last known address as shown on the lease application within thirty (30) days after the date of any such disapproval. The Board may consider the following factors and may confer with counsel in reaching its decision. In addition to any other information deemed relevant by the Board, the following may be deemed to constitute good cause for disapproval include, but are not limited to, the following:

(1) The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval intends to conduct himself or herself inconsistently with the Declaration or applicable Rules and Regulations, or the occupancy would be inconsistent with the aforementioned documents.

(2) The person seeking approval (which shall include all proposed occupants) has a criminal history involving violence to persons or property, or demonstrating dishonesty or moral turpitude.

(3) The person seeking approval has not met specific financial criteria as determined in the sole discretion of the Board or has a record of financial irresponsibility, including without limitation, bankruptcies, foreclosures or bad debts.

(4) The Owner allows a prospective lessee to take possession of the premises prior to approval by the Association as provided for herein.

(5) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities or associations.

(6) The person seeking approval failed to provide the information, fees, security deposit or appearance required to process the application in a timely manner.

(7) All assessments, fines and other charges against the Home have not been paid in full, and/or the Home (and/or the Owner(s) thereof) is in violation of any of the provisions of the Declaration and/or applicable Rules and Regulations; provided however, the Association may grant approval for the proposed lease/renewal subject to payment in full of all outstanding assessments, fines and/or other charges, or correction of any outstanding violations, as appropriate, as a condition of the approval.

(e) Screening/Application Fees. The Association may require the payment of a preset screening/application fee of \$250.00 simultaneously with the giving of notice of intention to lease. Said screening/application fee shall be set by the Board from time to time and shall be in conformance with applicable law. No fee may be collected in connection with an application to renew a previously approved lease.

(f) Responsibilities of Owner. The Owner shall be responsible for the negligence, conduct, acts, or omissions of the Owner's Guests, Lessees and Invitees. The Owner shall be responsible for any damage caused to the Association's Common Areas or property by the Owner's Guests, Lessees and Invitees. In the event of non-payment by the Owner of any damage to the Association's Common Areas or property, such amounts will be considered assessments and collectible in the manner as provided in this Declaration.

(g) Twenty Percent (20%) Cap on Leases. Notwithstanding anything contained

herein to the contrary, once the number of Homes leased equals twenty percent (20%) of the total number of Homes within the Association, the Board may, in its absolute and sole discretion, prohibit the further leasing of Homes until such number of leased Homes again equals twenty percent (20%) or less of the total number of Homes within the Association. The aforementioned provision shall not apply to Homes owned or acquired by the Association.

IV. Amendment to Article XIV of the Declaration of Covenants, Restrictions, Conditions and Easements of Whispering Woods of Palm Beach Homeowners' Association, Inc.:

Article XIV

General Provisions

Section 4. Amendment. The covenants, conditions, restrictions, reservations, easements, liens and charges provided for in this Declaration shall run with and bind the land, and shall inure to the benefit of