



BANYAN

PROPERTY MANAGEMENT, INC.

Dedicated to Your Community

**PLEASE INCLUDE THE FOLLOWING ITEMS IN YOUR SALE PACKAGE
INDEPENDENCE HOMEOWNER'S ASSOCIATION**

- 1. A NON-REFUNDABLE CASHIER'S CHECK OR MONEY ORDER IN THE AMOUNT OF \$150.00 MADE PAYABLE TO: BANYAN PROPERTY MANAGEMENT, INC. FOR EACH APPLICANT OVER THE AGE OF 18, OTHER THAN HUSBAND/WIFE.**
- 2. COPY OF SIGNED SALES CONTRACT.**
- 3. AN APPOINTMENT FOR AN ORIENTATION WILL BE SCHEDULED ONCE THE BOARD OF DIRECTORS RECEIVE YOUR APPLICATION.**

PLEASE NOTE APPROVAL CERTIFICATES MAY NOT BE OBTAINED UNTIL THE PROCESSING IS COMPLETE AND AN INTERVIEW HAS BEEN CONDUCTED. PLEASE SEE THAT ALL FORMS ARE COMPLETE TO ENSURE A PROMPT APPROVAL.

THANK YOU FOR YOUR INTEREST IN INDEPENDENCE. IF YOU HAVE FURTHER QUESTIONS, PLEASE CONTACT BANYAN PROPERTY MANAGEMENT, INC. AT 561-649-8585 OR FAX 561-649-0188.

PLEASE RETURN YOUR COMPLETED SALES PACKAGE TO:

**BANYAN PROPERTY MANAGEMENT, INC.
2328 S. CONGRESS AVE, SUITE 1-C
WEST PALM BEACH, FL 33406-7618**

2328 South Congress Avenue • Suite 1-C • West Palm Beach, FL 33406

(561) 649-8585 • Fax (561) 649-0188

www.banyanproperty.com

INDEPENDENCE HOMEOWNERS ASSOCIATION, INC.

PURCHASER INFORMATION FORM

ADDRESS: _____ DATE: _____

NEW OWNER'S NAME(S):

SS # _____ Place of Employment _____
Employment Address: _____ Office #: _____
Is this your Primary Residence? ___ YES ___ NO is this a second home? ___ YES ___ NO
LOCAL PHONE# _____ WORK PHONE: _____ CELL: _____

MAILING ADDRESS (IF DIFFERENT THAN UNIT): _____

OUT OF STATE PHONE #: _____ OUT OF STATE WORK # _____
EMAIL ADDRESS: _____

EMERGENCY CONTACT: _____
RELATIONSHIP _____ PHONE: _____

IS THIS UNIT LEASED? _____ YES _____ NO
TENANT NAMES (S): _____
TENANT HOME #: _____ WORK #: _____ CELL#: _____
LEASE DATES FROM/TO: _____

INCLUDE COPY OF LEASE OR SALES CONTRACT:

LIST OTHER OCCUPANTS:

NAME	AGE	RELATIONSHIP
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1) _____

2) _____

VEHICLES IDENTIFICATION:

MAKE	MODEL	YEAR	COLOR	LICENSE#	STATE
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1) _____

2) _____

ATTACH COPY OF DRIVERS LICENSE FOR EACH OCCUPANT:

Signature

Date

ADDENDUM TO LEASE AGREEMENT

This Addendum ("Addendum") to Lease Agreement of _____,
West Palm Beach, FL 33413 by and between Independence Homeowners Association,
Inc., ("Association"), _____ ("Owner/Landlord"), and
_____ ("Tenant").

1. The Association and/or its authorized agent shall have the irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for inspection, maintenance, repairs or replacement of any Common Element therein.
2. The Tenant(s) agree(s) that they not keep anything in the unit which will interfere with the rights of other residents or the Association by causing unreasonable noises or otherwise, nor shall Tenant(s) commit or permit any nuisance, immoral or illegal act in his/her unit or on Common Elements or Limited Common Elements.
3. The Tenant(s) covenants to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration of Covenants and Restrictions and the By-Laws of Independence Homeowners Association (collectively, the "Governing Documents"), and agrees to be bound by the rules and guidelines of the Association and the Governing Documents.
4. The Parties hereto specifically acknowledges and agrees that the Association is hereby empowered to act as agent of Owner/Landlord with full power and authority to take such action as may be required to compel compliance by the Tenant and or Tenant's family or guests, within the rules, guidelines and the provisions of the Governing documents. Such actions are at Owner/Landlord's expense.
5. Owner/Landlord agrees to pay their Quarterly Common Charges on time. If Owner/Landlord is more than thirty (30) days late in payment of Quarterly Common Charges, Owner/Landlord specifically acknowledges and agrees that the Association is hereby empowered to collect the rental payment from the Tenant. Any money over and above the amount due to the Association will be refunded to Owner/Landlord in a timely manner.
6. The approval of the proposed Lease Agreement issued by the Association is the expressly conditioned upon the Lessee's observance of the provisions contained in this Addendum. Any breach of the terms hereof shall give the Association the authority to take immediate steps to terminate the Lease Agreement. The Owner/Landlord acknowledges that he/she remains responsible for any costs incurred by the Association, including attorneys' fees, in remedying violations of this Addendum, and or violations of the rules, guidelines and the Governing Documents.

[Signatures on the next page]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, this _____ day
of _____, 200__.

Witnessed:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

Independence Homeowners
Association, Inc.,
a Florida not-for-profit corporation

By: _____

Owner/Landlord:

Print Name and Address:

Tenant:

Print Name: _____

Print Name: _____

INDEPENDENCE HOMEOWNERS ASSOCIATION, INC. ("HOA")
BOARD OF DIRECTORS ("Board")

Please refer to the complete Declaration of Covenant, Conditions and Restrictions for Independence recorded in Official Record Book 17865, Page 661 of the Public Records of Palm Beach County, Florida ("Declaration") for the defined rules and regulations. Paragraph numbers have been provided. The Declaration is a legal document. The Board recommends that you seek the advice of an attorney for interpretation of any legal documents.

Paragraph 12. Leasing of Lots - Tenants must be screening and approved PRIOR to move in. Such Lease shall contain or shall nonetheless be deemed to contain a covenant that the Lessee acknowledges that the lot/unit is subject to Community Documents and is familiar with the provisions hereof and the uses and restrictions contained therein, and agrees to abide by all such provisions.

Paragraph 5.4 Single Family Units - Each unit shall only be occupied by no more than one family. The term "family" means related by blood, adoption or marriage together with any children entrusted to the care of such persons. At no time shall the total number of persons residing in a dwelling exceed eight persons.

Paragraphs 4.1.1 & 5.5.11 Maintenance of lot and dwelling - All units are to be cared for completely at the expense of the owner of that the property. The property must be maintained at all times, repair or replace improvements as needed including but not limited to the dwelling, driveways, sidewalks, mailboxes, lighting, fences, utility lines, ducts, conduits, pipes, wires, utility fixtures and landscaping. Said property is to maintained to be in "first class appearance". Failure to maintain said premises shall be subject to a notice by the management company and the Association may chose to correct the problem at the unit owners expense.

Paragraph 5.2.1 Alterations and Improvements - No construction or remodeling of unit (other than within the dwelling unit) shall be permitted to be made without prior written consent by the Board of Directors.

Paragraph 5.3 Residential Purposes - Lots shall be used for residential purposes only. No commercial business shall be conducted on the premises except such business that is only conducted solely by means of U.S. Mail or electronic communications (telephone, facsimile, internet e-mail and similar means) and does not involve the presence of other persons (e.g., customers, contractors, frequent parcel delivery) within Independence; provided such business is in compliance with all governmental requirements.

Paragraph 5.5.2 Garages - Garage doors shall be kept closed AT ALL TIMES except when vehicles or persons enter or leave the garage. No garage shall be permanently enclosed, converted or otherwise remodeled to allow for occupancy thereof. This is not only a violation of our Declaration but a violation of County Code as well. All garage conversions shall be reported to the Building Department.

Paragraph 5.5.4 Parking - Vehicles shall be parked only in the driveways serving the dwelling units. No vehicles shall be parked on any roadway, swale or any other unpaved portion of the property. No repairs to vehicles are permitted on the premises or common area, except in a garage with the doors closed thereto at all times. No junk cars are to be parked in the driveway or anywhere on the property.

Paragraph 5.5.5 Prohibited Vehicles - Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, any trucks, including trucks with more than ¾ ton capacity, tractors, trailers, mobile homes, recreational vehicles (not including SUV's commonly used as primary vehicles) campers, camper trailers, boats and any watercraft that cannot be stored within a closed garage of the unit. Vehicles that are obviously inoperable, or do not have a current operating license or tag or has any substantial body damage are not permitted unless they are contained within the closed garage of the unit. **Police, Fire Department or other Palm Beach County Emergency Vehicles are excluded.

Paragraph 5.5.9 Antennas and Aerials - No Antennas or aerials shall be placed upon the property unless completely inside the dwelling unit.

Paragraph 5.5.10 Signs, Flags and Banners - No "for sale" signs or "for rent" signs allowed in the yard and may only be displayed in a window of the dwelling unit.

Paragraph 5.5.12 Animals and Pets - Only dogs, cats or other usual common domesticated household pets not to exceed a total of three may be permitted in a lot (not applicable to fish). **NO PIT BULL TERRIERS, PIT BULL TERRIER MIX, OR ANY OTHER DOG OF MEAN OR VIOLENT TEMPERAMENT OR OTHERWISE EVIDENCES SUCH TEMPERAMENT IS PERMITTED** Any animal that endangers the health, makes objectionable noise, constitutes a nuisance or inconvenience to the residents of other units shall be removed at the request of the Board. No pets shall be kept, bred or maintained for commercial purposes. No livestock permitted. Pets at all times shall be carried or confined on a leash when outside the dwelling unit, and held by a responsible person. **Each resident shall promptly remove and dispose of any waste matter deposited by their pet.**

Paragraph 5.5.14 Firearms - The discharge of firearms within the dwelling or common areas is strictly prohibited. This includes "B-B" guns, pellet guns and other firearms of all types and sizes.

Paragraph 5.8 Portable buildings, clothes lines and outside clothes drying... - No clothes lines or outside clothes drying is permitted. No temporary housing or building (including tents) are permitted. All garbage and refuse containers, a/c units, oil tanks, bottled gas tanks ... and personal property "shall not be kept outside the dwelling unit".

No speeding will be permitted, the speed limit is 30 MPH by the County
but we request, for our children's sake, that you SLOW IT DOWN!!!!
Also, keep your car radio sound level to a level that will not disturb others!

ALL UNIT OWNERS ARE RESPONSIBLE FOR THEIR CHILDREN, THEIR GUESTS AND THEIR TENANTS.
PLEASE GOVERN YOURSELF ACCORDINGLY.

* For additional copies of Declaration: Contact Banyan Property Management or to obtain a free copy go to www.pbcountyclerk.com and then locate the "Clerk Connect" heading in the left column, click on Official Records Listing, next page click accept, on the following page locate the blue tabs along the top and click on "Book/Page", the next page "Official Records Book" will already be in the first box for you, in the "Enter Book /Page" box type the following: 17865/0661 and then click on "search". Three listings appear but they are all the same document being cross referenced, click on any one of the three. To view the Declaration click on the "Get Image" button on the upper left side of the screen.

Acknowledged this ____ day of _____, 20 ____, and agreed that I/We shall abide by the Declaration rules for Independence and understand failure to do so can result in fines to the owner/tenant and possible eviction or failure of the right to renew the lease.

By: _____ as Tenant
(Sign)

(Print Name)

By: _____ as Tenant
(Sign)

(Print Name)

By: _____ as Homeowner
(Sign)

(Print Name)

By: _____ as Homeowner
(Sign)

(Print Name)