

INDEPENDENCE HOMEOWNERS ASSOCIATION

RENTAL PACKAGE

~IMPORTANT NOTICE~ **PLEASE READ CAREFULLY**

- **PLEASE USE BLACK INK ONLY!**
- **NOTE:** Complete all questions and fill in all blanks. If any question is not answered or left blank, this application will be returned, not processed, and/or not approved. Print legibly or type all information. **Missing information will cause delays.** All information on this application will be verified.
- **Note:** **NO PIT BULL TERRIERS, PIT BULL TERRIER MIX, OR ANY OTHER DOG OF MEAN OR VIOLENT TEMPERAMENT OR OTHERWISE EVIDENCES SUCH TEMPERAMENT IS PERMITTED**
- THIS APPLICATION IS FOR A SINGLE PERSON OR A MARRIED COUPLE ONLY! EACH TENANT OVER THE AGE OF 18 IS REQUIRED TO SUBMIT A SEPARATE APPLICATION; THIS INCLUDES CHILDREN OVER THE AGE OF 18.
- OCCUPANCY PRIOR TO APPROVAL IS PROHIBITED

PLEASE NOTE:

Allow 10 to 15 Days to process application and receive approval prior to move in date.

THE BOARD OF DIRECTORS OF YOUR ASSOCIATION IS RESPONSIBLE FOR APPROVAL OR DISAPPROVAL OF AN APPLICATION. AS THE ASSOCIATION'S AGENT, BANYAN PROPERTY MANAGEMENT IS RESPONSIBLE FOR PROCESSING THIS APPLICATION.

PLEASE INCLUDE THE FOLLOWING ITEMS IN YOUR APPROVAL PACKAGE FOR RENTAL - INDEPENDENCE HOMEOWNERS ASSOCIATION

1. A NON-REFUNDABLE CASHIER'S CHECK OR MONEY ORDER IN THE AMOUNT OF \$150.00 MADE PAYABLE TO: BANYAN PROPERTY MANAGEMENT FOR EACH APPLICANT OVER THE AGE OF 18, OTHER THAN HUSBAND/WIFE.
2. PLEASE INCLUDE A SEPARATE APPLICATION FEE PAYABLE TO: INDEPENDENCE HOMEOWNERS ASSOCIATION IN THE AMOUNT OF A \$50.00.
3. COPY OF SIGNED LEASE CONTRACT
4. COPY OF DRIVERS LICENSE OR FLORIDA PHOTO I.D.
5. A REFUNDABLE SECURITY DEPOSIT CASHIER'S CHECK OR MONEY ORDER IN THE AMOUNT OF \$500.00 MADE PAYABLE TO INDEPENDENCE HOMEOWNERS ASSOCIATION
6. TWO MOST RECENT PAYSTUBS
7. AN APPOINTMENT FOR AN ORIENTATION WILL BE SCHEDULED ONCE THE BOARD OF DIRECTORS RECEIVE AND APPROVES YOUR APPLICATION.
8. VEHICLE REGISTRATION

****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 and signed to ensure a prompt approval/disapproval.**

All renters must acknowledge in writing that they have read, understand and agree to abide by all Rules and Regulations of the Independence Homeowners Association. Leases shall be for a period of one (1) year, renewable only with approval of the Board of Directors.

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 COMPLETED APPLICATION TO:

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

INDEPENDENCE COVE/POINT LEASEE/SALE
APPLICATION REQUIREMENTS
Adopted on 08-25-2010

Every occupant 18 years of age and older must complete the application process and pay the non-refundable fees.

Valid current driver's license or equivalent such as a state photo id card, US Passport, etc., plus a 2nd form of ID.

Two current employer payroll stubs (salary must be verifiable)

Credit score of no less than 625.

Must provide 3 years of residential history (must be verifiable).

Prospective resident salary must be 3 times the lease (rental) rate.

Pets must be registered and provide proof of all currents shot and valid county Rabies tag.

Residency must consist of no more than two people per bedrooms.

No one with a felony conviction will be accepted.

APPLICATION FOR TENANT OCCUPANCY

Lease Dates: _____ TO _____

Lease Property Address: _____

Name of Current Owner: _____

Applicant Name: _____

Home Phone: (____) _____ Cell Phone: (____) _____

Date of Birth _____ Social Security Number: _____

Drivers License Number: _____ State: _____ (attach copy)

Single Married Separated Divorced-How Long _____ Maiden Name: _____

Have you ever been convicted of a crime _____ If Yes, Date(s): _____ ?

County/State Convicted in: _____ Charge(s): _____

Co-Applicant/Spouse: _____

Home Phone: (____) _____ Cell Phone: (____) _____

Date of Birth _____ Social Security Number: _____

Drivers License Number: _____ State: _____ (attach copy)

Single Married Separated Divorced-How Long _____ Maiden Name: _____

Have you ever been convicted of a crime _____ If Yes, Date(s): _____ ?

County/State Convicted in: _____ Charge(s): _____

No. of adults who will occupy (over 18): _____ (Each must complete a separate Application)

Names and ages of others who will occupy unit:

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Have any other occupants been convicted of a crime: Yes No Explain: _____

Number of Pets: _____ Type of Pets: _____ (See attached Pet Addendum)

Breed: _____ Weight: _____

In case of emergency notify:

Name: _____ Phone: _____

Address: _____

Name & Phone of Realtor: _____

PART I-RESIDENCE HISTORY

(PLEASE PRINT FULL ADDRESS, INCLUDING UNIT# & CITY, STATE & ZIP CODE)

A. Present address: _____ Phone _____

Apt., Condo or Assoc. Name: _____ Phone: _____

Dates of residency: From _____ to _____ Rent/Mortgage Amount: \$ _____ .00

Name of Landlord or Mortgagee: _____

Address: _____ Mortgage Acct #: _____

B. Previous address: _____

Apt., Condo or Assoc. Name: _____ Phone: _____

Dates of residency: From _____ to _____ Rent/Mortgage Amount: \$ _____ .00

Name of Landlord or Mortgagee: _____

Address: _____ Mortgage Acct #: _____

C. Previous address: _____

Apt., Condo or Assoc. Name: _____ Phone: _____

Dates of residency: From _____ to _____ Rent/Mortgage Amount: \$ _____ .00

Name of Landlord or Mortgagee: _____

Address: _____ Mortgage Acct #: _____

PART II-BANK REFERENCES

A. Bank Name: _____ Account #: _____ How Long: _____

Address: _____ Phone: _____

Type of Account: Checking Savings Other: _____

B. Bank Name: _____ Account #: _____ How Long: _____

Address: _____ Phone: _____

Type of Account: Checking Savings Other: _____

PART III-EMPLOYMENT REFERENCES

Applicant:

A. Employed by: _____ Phone: _____

How Long: _____ Position: _____ Monthly Income: \$ _____

Address: _____

If less than two years provide additional reference information from prior employment:

B. Employed by: _____ Phone: _____

How Long: _____ Position: _____ Monthly Income: \$ _____

Address: _____

Spouse:

C. Employed by: _____ Phone: _____

How Long: _____ Position: _____ Monthly Income: \$ _____

Address: _____

If less than two years provide additional reference information from prior employment:

D. Employed by: _____ Phone: _____

How Long: _____ Position: _____ Monthly Income: \$ _____

Address: _____

PART IV-CHARACTER REFERENCES (No Family Members)

1. Name : _____ Residence Phone: _____

Address: _____ Cell Phone: _____

How long have they known you: _____ Business Phone: _____

2. Name : _____ Residence Phone: _____

Address: _____ Cell Phone: _____

How long have they known you: _____ Business Phone: _____

3. Name : _____ Residence Phone: _____

Address: _____ Cell Phone: _____

How long have they known you: _____ Business Phone: _____

4. Name : _____ Residence Phone: _____

Address: _____ Cell Phone: _____

How long have they known you: _____ Business Phone: _____

PART V-VEHICLES TO BE PARKED ON PROPERTY

Number of Vehicles: _____

Make: _____ Model: _____ Year: _____

Vehicle Color: _____ Tag #: _____ State of Issue: _____

Make: _____ Model: _____ Year: _____

Vehicle Color: _____ Tag #: _____ State of Issue: _____

Make: _____ Model: _____ Year: _____

Vehicle Color: _____ Tag #: _____ State of Issue: _____

If this application is not legible or is not completely filled out, Independence Homeowner Association or Banyan Property Management, Inc. will not be liable or responsible for any inaccurate information in the investigation and related report (to the Association) caused by such omissions or illegibility.

By signing below the applicant recognizes that the Association will investigate the information supplied by the applicant, and a full disclosure of pertinent facts will be made to the Association. The investigation may be made of the applicants character, general reputation, personal characteristics, credit standing, police arrest record and mode of living as applicable. This form is the exclusive use of Independence Homeowners Association, Inc.

Applicant Signature: _____ Date: _____

Spouse's Signature: _____ Date: _____

**INDEPENDENCE HOMEOWNERS ASSOCIATION INC.
TENANT INFORMATION/APPLICATION**

Equal Housing

This community does not discriminate on the basis of race, color, sex, religion, handicap, familial status, sexual orientation or national origin.

Gate Cards

Gate clickers are available at \$ 30.00 each for owners and \$ 60.00 each for renters (if they are returned in excellent condition the \$ 60.00 will be refunded) for the duration of their lease. A \$50.00 deposit is required for each gate card provided to each Tenant. Gate cards will only be issued to those residents who are listed in the Application/Lease.

Occupancy Limits

- 3 bedrooms x 2 bath = 6 occupants maximum
- 4 bedrooms x 2 bath – 8 occupant's maximum
- 4 bedrooms x 3 bath = 8 occupants maximum

Identification

All visitors must present a valid driver's license or other photo identification in order to view the community.

Qualifying Standards

Application for Residency

An Application must be completed and maintained for each Tenant 18 years or older who will be residing in the unit/home and/or contributing to the payment of rent. Tenants must submit to the Property Management or HOA Board the following:

- Completed and signed rental application
- Each applicant must be over the age of 18
- Each applicant over the age of 18 must complete a separate application (except married couples may submit 1 application) and must have a social security number
- All residents over 18 who will be residing on premises will be guarantors on the lease
- Stable employment record and income verifications plus 2 check stubs are required. The total gross household income must be at least equal to three times the monthly
- Three years of rental history must be verified. A positive record of monthly payments, sufficient notice and no damages is expected
- Completed and signed lease or sales agreement
- Signed rules and Enforcement policy agreement
- Pictures and descriptions of all Pets
- Copy of all driver's license
- Copy of all vehicle registrations
- Listing of all cars on property, to include color, make model, license plate number
- Name of everyone residing in the unit/home
- A \$500 security deposit must be paid to the homeowners association to guarantee any damage to the common areas. All of the above information must be submitted with the application and submitted for Board approval at least fifteen (15) days in advance. A fee of \$100 per person is required for every person 18 years and older application processing.

Rental History: Up to 36 months of rental history may be verified on present and previous residence. A positive record of prompt monthly payment, sufficient notice, with no damages is expected. Eviction, Skip, or Money Left Owing to a Landlord within seven (7) years of application date or falsification of this application is an automatic rejection. For applicants who are homeowners, permission must be granted to verify payment history with the bank or lending institution if reference is from a mortgage.

Credit History: An unsatisfactory credit report is one that reflects past or current bad debts, late payment or unpaid bills, liens judgments or bankruptcies. Any bankruptcy within the past seven (7) years of this application will require review and supporting documentation. If an applicant is rejected for poor credit history, the applicant will be given the name, address and telephone number of the credit-reporting agency that provided the credit report. An applicant

rejected for unsatisfactory credit is encouraged to obtain a copy of the credit report from the credit-reporting agency, correct any erroneous information that may be on the report, and resubmit an application to this community.

Income: Applicants must have a verifiable income source. Acceptable income verification required may include 2 months of current pay stubs, a notarized letter from the employer, the most recent W2, or proof of assets equal to 1.5 times the lease term. Self-employed applicants may be required to supply the most recent IRS tax return or certified verification from their company accountant or bank. No employment situation should provide proof of 7 months rent or provide copy of bank statement. Retired residents must provide documentation or ability to pay rent.

Criminal Background Check: A criminal background check may be used as part of the qualifying criteria at this community. An applicant will automatically be denied in the event they have ever been convicted of a felony or misdemeanor involving sexual misconduct, a controlled substance, or a physical crime against a person or another person's property. Other criteria may also be used in connection with application approval. Criminal background criteria may be subject to change at anytime.

Co-Signers: In the event a co-signer is required, he/she must complete an Application for Residency and meet all the Resident Selection Criteria. A co-signer will be a SIGNER on the Lease Agreement and will also be fully responsible for the Lease Agreement if the occupying resident(s) default.

Applicant Signature

Date

Applicant Signature

Date

Applicant Signature

Date

Management Representative Signature

Date

Management Representative Signature

Date

Management Representative Signature

Date

ADDENDUM TO LEASE AGREEMENT

- 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 the 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 & Restrictions and the By-Laws of the 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 acknowledge and agree 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 Tenants' family or guests, with the rules, guidelines and the provisions of the Governing Documents.
- 5) During the term of any lease, if the Owner/Landlord becomes delinquent in the payment of any regular dues or special assessments due for his/her unit, the Association shall notify the Tenant(s) and the Tenant shall make the rental payment payable to the Association to cover the unpaid maintenance fees and said payments shall be delivered to the Association at such address as may be provided by the Board of Directors or management company.
- 6) The approval of the proposed Lease Agreement issued by the Association is to be 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 ultimately responsible for the acts of Tenant(s) and Tenants' family and guests. Owner/Landlord agrees that he remains responsible for any costs incurred by Association, including attorneys' fees in remedying violations of this Addendum and/or violations of the rules, guidelines and the Governing Documents.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, this _____ day of _____, 20____.

	<u>X</u> TENANT
(Witness to sign and print name above)	(Tenant to sign and print name above)
	<u>X</u> TENANT
(Witness to sign and print name above)	(Tenant to sign and print name above)
	<u>X</u> TENANT
(Witness to sign and print name above)	(Tenant to sign and print name above)
	<u>X</u> TENANT
(Witness to sign and print name above)	(Tenant to sign and print name above)
	<u>X</u>

LANDLORD

(Witness to sign and print name above)

(Landlord to sign and print name above)

*******NOTE: THIS DOCUMENT MUST BE SIGNED BY BOTH LANDLORD AND TENANT*******

INDEPENDENCE HOMEOWNERS ASSOCIATION INC.

PET ADDENDUM

Date: _____ Property Address: _____

Tenant(s): _____

The above-mentioned Tenant(s) at Independence Cove/Independence Pointe of West Palm Beach are subject to conditions stated therein, unit owner/property owner grants permission for Tenant(s) to keep, in Tenant(s) unit/home, the pet(s) described below upon the following terms and conditions:

1. The pet(s) are:

Name: _____ Breed: _____

Age: _____ Sex: Male or Female (circle one) Weight: _____ lbs

Physical Identifying Characteristics: _____

Name: _____ Breed: _____

Age: _____ Sex: Male or Female (circle one) Weight: _____ lbs

Physical Identifying Characteristics: _____

2. Tenant hereby represents and warrants that the above-described pet(s) have been properly licensed and inoculated as required by local law and Tenant(s) agrees to maintain such licensing and inoculation of the pet(s) and to furnish with evidence thereof prior to occupancy. Tenants will be permitted a maximum of two dogs per unit/home.
3. The pet(s) shall be kept on leashes at all times when outside the unit in the Development Community. The pet(s) may be exercised inside the Community Development in designated areas. Tenant(s) shall promptly collect and remove all pet defecation from the grounds, place in sealed plastic bag and discard accordingly. This is a healthful and neighborly practice in accordance with the Palm Beach County ordinance. Failure to do so will result in fines from the Independence HOA and the possible removal of the pet
4. Tenant shall insure that the pet(s) do not at any time disturb any other Tenant of the development nor damage any property located in the development. If, in property management sole opinion and discretion, the pet has disturbed or is disturbing any other Tenants or has caused or is causing damage to the property in the development then Tenant(s) shall permanently remove the pet from the community development within seven (7) days after written request. Tenant(s) payment for damage caused by the pet shall not entitle the Tenant(s) to keep the pet(s). Tenant(s) failure to permanently remove the pet as provided above or failure to comply with all other terms of this Pet Addendum shall constitute a default permitting termination of the lease agreement. Under no circumstances, will we permit dogs weighing over 75 pounds, aggressive breeds such as but not limited to Rottweiler's, Dobermans, Akita's, Chow, Pit Bull, loud birds such as cockatoos, parrots and animals not considered by us to be domestic in nature.
5. Tenant's failure to comply with the terms and provisions of this Pet Addendum or violation of any representation or assurance contained in this Pet Addendum shall constitute a default permitting termination of the Lease Agreement.

BY:

TENANTS:

Owner/Landlord/Agent for Owner

TENANT

TENANT

*******IF THERE WILL BE NO PETS RESIDING ON PROPERTY WRITE "N/A" AND SIGN.
THIS FORM MUST BE RETURNED WHETHER YOU HAVE PETS OR NOT!
IF YOU OBTAIN A PET IN THE FUTURE YOU MUST GET APPROVAL FROM THE ASSOCIATION
AND SUBMIT A REVISED PET ADDENDUM*******

INDEPENDENCE HOMEOWNERS ASSOCIATION INC.
Acknowledgement and Rules Acceptance and Approval by Board of Directors
(To be signed by all Tenants at time of Interview with Board Member(s)/Approval Committee)

This will acknowledge that I have received and viewed the following documents. In addition, I understand that it is my responsibility to read, understand and adhere to all Independence Community policies. By signing below, I acknowledge that I/We have read them in full, thoroughly understand their intent, and agree to abide by same.

1. Tenant Community Rules & Enforcement Policy
2. Declaration of Covenants, Conditions and Restrictions Booklet

Print Name: _____

Signature: _____

Date: _____

Print Name: _____

Signature: _____

Date: _____

Print Name: _____

Signature: _____

Date: _____

Print Name: _____

Signature: _____

Date: _____

MUST HAVE ONE SIGNATURE BELOW:

President

Date: _____

Vice President

Property Address:

Secretary

Treasurer

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: _____

Please retain this page for your records, do not return with your application

INDEPENDENCE HOMEOWNERS ASSOCIATION INC. Tenant Community Rules and Enforcement Policy

Independence is a residential community development. The pleasantness of community living is greatly enhanced by a congenial atmosphere in which all residents have proper regard for the comfort of others. For this reason, the Board of Directors of Independence adopted the Rule Enforcement policy. Please keep in mind that our Tenant Rules and Enforcement Policy have been adopted in the best interest of the majority of all concerned.

Taking pride in our community and complying with the rules enhances our property values and greatly improves the quality of life for all our owners/tenants.

All owners/tenants are required to read the Tenant Community Rules and Enforcement Policy. A form has been provided in which the owner/tenant must sign and return indicating that the Tenant Community Rules and Enforcement Policy has been read and agrees to comply and cooperate with same. The Board of Directors reserves the right to modify the Tenant Community Rules and Enforcement Policy without advance notice. We urge you to please read carefully and to consult with us if there are any parts, which are not clear to you. The Tenant Community Rules and Enforcement is for your protection, as well as ours.

Rules:

1. Peaceful Enjoyment:

- a. No owner/tenant, family, servant, visitor or lessee shall disturb or annoy other occupants of the community, or cause or permit to be caused any unusual or disturbing noise, or any activity which would be disturbing to other occupants of the community.
- b. Tenants are not permitted to be verbally or physically abusive with staff or other tenants/owners.

2. Tenants and Guests:

- a. The facilities of Independence are for the use and enjoyment of the owners/tenants and their guests only. Visitors are permitted to use the facilities only as guests of the owner/tenant. The owner/tenant will be responsible for the actions of their guests. By the same token, an owner retains fully responsibility for all acts of their tenants. The facilities include, but are not restricted to the swimming pool, tennis courts and playground areas.

3. Gate Clickers:

- a. Tenants with leases properly filed with the management company will be eligible to gate cards "clickers" provided they have completed all necessary paperwork, a \$60.00 deposit is required for each gate card provided to each tenant.
- b. If a renter's gate card is lost or stolen, a replacement gate card will be provided for a \$60.00 fee.
- c. If a renter loses his gate card, he forfeits his \$60.00 dollar deposit and needs to provide an additional \$60.00 deposit for a new gate card.

4. Swimming Pool:

The use of the swimming pool is limited to residents, tenants and their guests. Owners leasing their unit/homes also assign their pool and other recreational facilities privileges. All residents and guests are required to observe the following rules to comply with requirements of the public health authorities, the Association insurance and to ensure the safety and comfort of all concerned.

- a) The pool may be used during designated hours, except while the pool is being cleaned or serviced. Under no circumstances may the pool and pool area be used after dusk or before sunrise, or 8:00 a.m., whichever occurs later. This provides "quiet" time for adjacent residents.
- b) The pool is not guarded and all owners, tenants are advised they and their guests use it at their own risk.
- c) **Ambiance:** There shall be no diving, jumping, running, shouting, boisterous games. Any music should be listened to through ear plugs. The pool area is for the enjoyment of all residents.

- d) Pets are not allowed in the fenced pool area. No glass bottles are allowed in the fenced pool area.
- e) Skateboards, bikes and roller blades are strictly prohibited from areas including the pool.
- f) Children: Parents are responsible for the safety of their children. No children under the age of sixteen (16) years old may use the pool area or be in the pool, without a parent or adult in attendance. Infants and toddler require appropriate attire and parental supervision. This rule is designed to protect the health, safety, and welfare of the child. No incontinent person (regardless of age) shall be allowed in the pool at any time.
- g) Showering is required prior to using the pool.
- h) Food, glass containers of any kind or other sharp breakable items in or around the pool area is prohibited. The Board of Directors can approve a community activity around the pool.
- i) Floats and/or rafts are prohibited from the pool area.

5. Tennis Courts:

- a. The tennis courts are for the exclusive use of owners/tenants and their guests. No pets are allowed at any time. Skateboards, bikes and roller blades are strictly prohibited from the tennis courts.

6. Speed Limit:

- a. The maximum speed limit in the community property is ten (10) miles per hour. Please be mindful of our children.

Amendments:

These Rules and Regulations are subject to change, modifications, or amendment by the Independence Homeowners Association pursuant to the authority vested in the Board of Directors. This is a friendly reminder and is not intended to replace any stated rules and regulations contained in the Declaration of Covenants, Conditions and Restrictions for Independence. Any reference or determination concerning violations are governed solely by said Declaration and By-Laws.

APPLICANT AUTHORIZATION

I hereby authorize and request any present or former landlord, employer, school, police department, financial institution, agency or other persons having Personal knowledge about me, to furnish bearer with any and all information in their possession regarding me in connection with an application for residence.

I hereby authorize LexisNexis, a service of LexisNexis to obtain and verify such information including accessing consumer reporting agencies as well as performing a criminal and eviction record search.

I have been notified that a consumer report will be requested and understand that the information that LexisNexis obtains is to be used in the processing of my rental application.

I hereby release and hold harmless LexisNexis, a service of LexisNexis its affiliates, employees and agents and any other organization that provides information from any and all liabilities arising out of the use of such information in connection with LexisNexis.

Print Name

Print Name

Applicant's Signature

Date

Co-Applicant's Signature

Date

**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)