# Whispering Pines at Royal Palm Beach Homeowners Association, Inc. C/O G.R.S. Management Associates Inc 3900 Woodlake Drive Suite 309 Lake Worth, FL 33463 561.641.8554

#### PROCEDURE TO OBTAIN REQUIRED ASSOCIATION SALE APPROVAL

The Association's relationship is with the owner of record. When the owner sells his/her home and closing date has been set, the owner is to notify us. To obtain the required approval (which must be at the closing, signed by the buyer and recorded with the deed by the closing agent after closing) please send us:

- 1. A copy of the "Contract for Sale" or its equivalent.
- 2. This application, an application for approval, and authorization forms must be completed in detail by each proposed adult occupant of the home, other than the purchasers spouse, parent, or dependent child. If any information is left blank, the application will be returned to the agent not processed and unapproved.
- 3. A non-refundable check or money order for each applicant in the amount of \$100.00 per applicant who will reside in the home and is over the age of 17 must be made payable to Whispering Pines at Royal Palm Beach Homeowners Association Inc. and attached to the application. A non refundable check or money order in the amount of \$50.00 must be made payable to GRS Management Associates, Inc. for application processing. Acceptance of application and processing fees does not in any way constitute acceptance of the conveyance.

## 4. The completed application must be submitted to G.R.S. Management Associates Inc. at least 30 days prior to the proposed closing date. If not you MUST reschedule your closing.

- 5. All applicants and proposed residents must make themselves available for a personal interview and orientation that is conducted by the Board of Directors. Please be advised that the interview scheduling process may take up to 15 days to facilitate.
- 6. The seller is to provide the buyer with the keys to the mailbox and recreation areas at the time of closing.
- 7. Any violations on the property to be purchased must be corrected before the interview/orientation will be scheduled. You must call GRS Management and have a violation inspection conducted prior to closing.
- 8. Tell us where you want the approval sent (this should be someone who will be sure to get it to the closing.)
- 9. The homeowner documents require that the owner take these steps in a timely manner. Should the owner choose to delegate this responsibility he or she needs to understand that the ultimate obligation rests with him/her.
- 10. The seller is obligated to provide the buyer, prior to closing, a full set of homeowner documents as the buyer will sign on our approval that he had received same and agrees to abide by them.
- 11. In order to assist us please send the completed application, contract and where to send the approval, <u>at</u> one time together to the address at the top of this form.

#### **IMPORTANT NOTICE**

Most mortgages/banks require that they be provided with a "Certificate of Insurance" from our insurance agent **BEFORE THEY WILL CLOSE THE SALE**. Please note that you or the bank must contact the agent to obtain this certificate. The insurance agent is **Damian McFadden with Wells Fargo Insurance Services of America Inc.** and he can be reached at 561.368.2777

DO NOT RETURN THIS SHEET!

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#### **Purchaser Information**

Additional name on title as it	will appear:		
Current Address:			
City, State, Zip:			
Home phone:	Cell:		Work:
Applicants Drivers L	icense	Secondary A	Applicants Drivers License
Name all p	ersons who w	vill occupy the	residence
Name	Relation	onship	Age
Has the applicant or any pers crimes? Yes No		cupy the reside	ence been convicted of any
If the answer to the question a detail the nature and dispositi	•		separate sheet explaining in

Applicant is purchasing home for: Personal Residence OR Investment Property

## **Property/Ownership Information**

Physical address of home:	
Approximate closing date:	
Current Owner's name:	
Current Owner's Address:	
City, State, Zip:	
Current Owner's Phone Number:	
	altor Information
Purchasers Rea	altor Information
	altor Information
Name of Agency	altor Information
Name of Agent	altor Information
Name of Agency  Name of Agent  Agency Phone Number	altor Information

## **Mortgage Information**

Name of Lender	
Address of Lender	
City, State, Zip	
Lender Phone Number	
Lender Fax Number	
Lenders Agent or Contact Person	

## Residential History (5 year minimum)

Present Address	
City, State, Zip	
Landlord or Mortgage Company Name	
Contact Person	
Contact Persons Phone Number	
Dates of Residency (Begin/End)	
Previous Address	
City, State, Zip	
Landlord or Mortgage Company Name	
Contact Person	
Contact Persons Phone Number	
Dates of Residency (Begin/End)	
Previous Address	
City, State, Zip	
Landlord or Mortgage Company Name	
Contact Person	
Contact Persons Phone Number	

Dates of Residency (Begin/End)

## **Applicants Employment**

Present Employer	
Address	
City, State, Zip	
Contact Person	
Contact Persons Phone Number	
How long have you worked there?	
What is your approximate monthly income?	
Spouses E	mployment
Present Employer	
Address	
City, State, Zip	
Contact Person	
Contact Persons Phone Number	
How long have you worked there?	
What is your approximate monthly income?	
Bank Re	eference
Name of Bank	
Address	
City, State, Zip	
Contact Person	
Contact Persons Phone Number	
How long have you had the account?	

## **Character References (List Three)**

Name	
Address	
City, State, Zip	
Contact Person	
Contact Persons Phone Number	
How long have you known this person?	
What is your relationship to this person?	
Name	
Address	
City, State, Zip	
Contact Person	
Contact Persons Phone Number	
How long have you known this person?	
What is your relationship to this person?	
Name	
Address	
City, State, Zip	
Contact Person	
Contact Persons Phone Number	
How long have you known this person?	
What is your relationship to this person?	

#### **Vehicle Information**

As a member of the Association, the applicant agrees to abide by the current parking program that is instituted by the Board of Directors of the Whispering Pines at Royal Palm Beach Homeowners Association. The applicant further agrees that the Association may from time to time alter the current parking program with notice to the membership and that the applicant shall comply with any and all alterations made to the parking program in the future in perpetuity.

	Vehicle Make	Vehicle Model	Year	Tag Number	State of Registration
Vehicle 1					
Vehicle 2					
Vehicle 3					
Vehicle 4					
Vehicle 5					

#### **Towing Information**

Should **ANY** vehicle be found to be parked in an area not designated by the Board of Directors as an approved parking area, that vehicle will be towed at the owners expense. The applicant understands that the parking program that is instituted by the Association is in place to promote the good and welfare of the community and agrees to be bound by said program.

Applicants Signature and Date			
Applicants Signature and Date			

#### Consent to Background Investigation and Release of Liability

I (we) understand that the Board of Directors of the Whispering Pines at Royal Palm Beach Homeowners Association, Inc. may cause to be instituted an investigation of my background as the Board may deem necessary. Accordingly, I (we) specifically authorize the Board of Directors or G.R.S. Management Associates Inc. to make such an investigation and agree that the information contained in this and the attached application may be used in such an investigation and that the Board of Directors, Officers, and G.R.S. Management Associates Inc. 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 Board of Directors or its authorized agents.

In making the foregoing application, I (we) am (are) aware that the decision of Whispering Pines at Royal Palm Beach Homeowners Association will be final and no reason will be given for action taken by the Board of Directors. I (we) agree to be governed by the determination of the Board of Directors.

Social Security # Date of Birth		Applicant Signatu	ire and Date
Social Security #	Date of Birth	Applicant Signatu	ire and Date
Sworn to and subscri	bed before me this	day of	, 20by
	an	nd	who (is)
(are) personally kridentification.	nown to me or who	have produced	as
Notary Public State o	f Florida at Large		
Printed Name of Nota	ary Public	My Commission Ex	xpires:

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#### AFFIDAVIT OF PURCHASER

STA	TE OF FLORIDA	]	SS
COI	JNTY OF PALM BEACH	]	
BEF	ORE ME, the undersigned author	ority, p	personally appeared
and	· · · · · ·		who after first being duly sworn, depose(s) and says:
1.	That (he) (she) (they) (is) (are)		urchaser(s) of the home located at:
and	(I) (we) have provided a con	ov of	(my) (our) Contract for Sale and Purchase to the

2. That (I) (we) have received and read the "Disclosure Summary", the Declaration of Covenants and Restrictions, the Articles of Incorporation, the By-Laws and the Amended By-Laws and the "Rules and Regulations" prior to, or upon signing, our contract for sale and purchase for the aforementioned property and that (I) (we) understand and agree to comply with each and every covenant contained therein.

Whispering Pines at Royal Palm Beach Homeowners Association.

- 3. That (I) (we) have been informed about the current parking program that is in place within Whispering Pines development and agree to abide by said program.
- 4. That (I) (we) understand and agree that (I) (we) must keep our pet(s) on our property securely at all times unless (I) (we) are walking our pets in the Community. Further (I) (we) understand that while walking our pet(s) in the Community the pet(s) must remain leashed at all times.

	That (I) (we) uants contained in ays after written	in the gove	rning d	ocuments	and sa	aid vio	olation(s) sh	all continu	e for thirty	
` ′	ed with legal act						C		, ,	
		1 , 1			.11		1	1.1	1	

- 6. That (I) (we) understand and agree that we will make no alterations, additions or changes of any kind to the lawns, trees or the exterior of the home (except for existing plant beds) without first having received written approval from the Board of Directors.
- 7. That (I) (we) understand that in the event that we shall rent our house or any part thereof that (I) (we) shall first submit the lease to the Association for approval and that we will at all times be responsible for the actions of our tenants and further, that we will cooperate and join with the Association in any enforcement action arising out of non-compliance with the governing documents.

9. Further affiant sayeth naught.		
	Affiant	_
	Affiant	_
Sworn to and subscribed before me this _	day of	20by
	and	who (is)
(are) personally known to me or identification.	who have produced	a
Notary Public State of Florida at Large		
Printed Name of Notary Public	My Commission Expires:	

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#### AFFIDAVIT OF LEASE RESTRICTION

	TATE OF FLORIDA ] ] SS COUNTY OF PALM BEACH ]				
BEF	BEFORE ME, the undersigned authority, personally appeared				
and _	nd who after first being duly sworn, depose	e(s) and	d say	ys:	
	That (he) (she) (they) have been notified that should the home or any portion therein be leased to any individual other than the owner of record, that the owner of record shall submit an application for lease for approval with the Association a minimum of thirty (30) days <b>PRIOR</b> to the date that tenancy begins. Tenancy shall NOT begin before approval is issued.				
	That (I) (we) understand and agree that in the event that should any tenant or guest become a nuisance to the community in general that the Association has the rights to evict the tenant and that (I) (we) as the owner of record are responsible for any and all legal fees arising from the eviction of said tenant(s).				
exist	That (I) (we) understand and agree that (my) (our) tenants will make no alter dditions or changes of any kind to the lawns, trees or the exterior of the home (extended to be submitted) without first having received written approval from the owner ecord which will then be submitted to the Board of Directors for consideration.	cept		r f	

That (I) (we) understand that in the event that we shall rent or lease our house or any part thereof that (I) (we) will at all times be responsible for the actions of our tenants and further, that we will cooperate and join with the Association in any enforcement action arising out of non-compliance with the governing documents.

provide for the Association to recover such fees including applicable Florida Statutes collection and attorney costs DIRECTLY FROM (MY) (OUR) TENANT(S). (I) (we) agree shall take no negative action against said tenant(s) should it become necessary Whispering Pines at Royal Palm Beach Homeowners Association Inc. to enforce its for rights under the law and that (I) (we) indemnify said tenant(s) and hold them harmless should Florida Statute be given to Whispering Pines at Royal Palm Beach payment under Homeowners Association Inc. (I) (we) understand that this means that (I) (we) cannot lawfully bring eviction proceedings against the tenant(s) whereas certain protections are provided by the Florida Statutes. Further affiant sayeth naught. Affiant Affiant Sworn to and subscribed before me this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 20\_\_\_\_\_ by and \_\_\_\_\_ who (is) (are) personally known to me or who have produced \_\_\_\_\_as identification. Notary Public State of Florida at Large

My Commission Expires:

Printed Name of Notary Public

That (I) (we) understand that should (I) (we) are delinquent on our monthly maintenance

fees paid to Whispering Pines at Royal Palm Beach Homeowners Association Inc. that the

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#### Disclosure Summary For

## Whispering Pines at Royal Palm Beach Homeowners Association, Inc.

- 1. AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION.
- 2. THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.
- 3. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \_\_\_\_\_ PER MONTH. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$\_\_\_\_\_ PER \_\_\_\_\_.
- 4. YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
- 5. YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
- 6. THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$\_\_\_\_\_\_ PER \_\_\_\_\_.
- 7. THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP

OR THE APPROVAL OF THE PARCEL OWNERS.

- 8. THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.
- 9. THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

PURCHASER	DATE
PURCHASER	 DATE