

~IMPORTANT NOTICE~
PLEASE READ CAREFULLY

**THE ENCLOSED APPLICATION MUST BE COMPLETELY
FILLED OUT IN ORDER FOR IT TO BE PROCESSED.**

**SUBMIT 1 COPY OF YOUR COMPLETED APPLICATION
PACKAGE AND RETURN TO THIS OFFICE**

**ASSOCIATED PROPERTY MANAGEMENT OF THE PALM BEACHES
8135 LAKE WORTH ROAD, Suite B
LAKE WORTH, FL 33467
TELEPHONE: (561) 588-7210**

THE BOARD OF DIRECTORS OF YOUR ASSOCIATION IS RESPONSIBLE FOR APPROVAL OR DISAPPROVAL OF AN APPLICATION. AS THE ASSOCIATION'S AGENT, ASSOCIATED PROPERTY MANAGEMENT OF THE PALM BEACHES IS RESPONSIBLE FOR PROCESSING THIS APPLICATION. WE WILL BE HAPPY TO ANSWER YOUR QUESTIONS REGARDING THE ENCLOSED APPLICATION:

Emerald Pointe Clubhouse Office (561) 495-2029

Joann Cohn: Administrative Assistant jcohn@apm247.net

Tammy Robinson, LCAM: Property Manager trobinson@apm247.net

*****A CAPITAL CONTRIBUTION FEE EQUAL TO ONE QUARTERS HOA
DUES WILL BE COLLECTED ON THE SALE OF ALL VILLA'S*****

EMERALD POINTE – RESALE OR LEASE APPLICATION INSTRUCTIONS

Below please find specific instructions on how to complete the attached Application. Please DO NOT omit or cut short when completing and returning the Application. Read carefully and follow the instructions to avoid having the Application returned or set aside awaiting additional information. NOTE: All must be completed, any missing information or required documentation as outlined in application will deem the application incomplete and additional process fees will be charged. As you are aware, NO ONE MAY MOVE IN OR HAVE A CLOSING WITHOUT THE SPECIFIC APPROVAL OF THE ASSOCIATION. It is to everyone's advantage to cooperate and work together from the start.

1. Applicants MUST allow thirty (30) days from the date of receipt of a completed application by ASSOCIATED PROPERTY MANAGEMENT OF THE PALM BEACHES to the desired "Move-In" closing date.
2. A copy of the actual Signed Lease or Sales Contract must accompany the application. (A sale or lease must be to a natural person, (or natural person's trust), and not to any entity, corporation, limited liability company, partnership or other entity.
3. Fees (amount indicated below) must accompany the Application for processing (cashier's check or money orders ONLY):
 - \$135.00 Non-Refundable Application fee (cashier's check or money order) payable to: Emerald Pointe Community Association
 - \$76.00 Non-Refundable fee per person for financial/background check payable to APM, via money order or cashier's check. Please note that additional fees may apply for out of country screening.
 - \$100.00 Non-Refundable Processing fee payable to APM per married couple. If unmarried, \$100.00 per person via money order or bank cashier's check
 - \$200 Security Deposit (no interest) RENTAL ONLY – Refundable Via Money Order or Cashier's Check ONLY
4. Rental Renewal: Definition is when the Lessee and Lessor remain the same involves Annual Leases and Seasonal Rentals. For returning seasonal renters, there is a streamlined application process and does not require this application to be completed. Please inquire about the "Statement of Change".
5. All applicants must supply a copy of their vehicle registration and driver's license.
6. The original purchaser received the following items and subsequent purchasers should try to receive these from the Seller:
 - a) (2) Keys to access the clubhouse and pool area. (Otherwise keys may be purchased for \$50 each)
 - b) (2) access cards for the front gate. (Otherwise they may be purchased for \$25 each) Remote controls for the front gate may be purchased from the seller at closing, or they may be purchased in the office for \$35 each.
 - c) (2) mailbox keys and knowledge of mailbox number.
 - d) Alarm codes and security company phone number.
 - e) All Association documents.
7. Applicants may not occupy the unit before formal approval.
8. Owners must have their Association, Recreation, and/or Master Management Fees paid up prior to the Application being given the necessary approval and signatures.
9. Applicants must make themselves available for an interview with the Sales and Lease Committee at a time mutually agreed upon, prior to approval.
10. Rental specifics:
 - a. Owners may only lease their unit once every twelve (12) months from the date of first rental.
 - b. Four (4) months is the minimum time period for any Rental within this Association.
 - c. Twelve (12) months is the maximum time period for any Rental within this Association.
11. Applicants must be made aware of the Fair Housing Act of 1988:
 - a. The Fair Housing Act of 1988 IS NOT a consideration.

The Act allows each Association to qualify themselves as "Housing for Older Persons" approving vote of the unit owners coupled with meeting other Federal requirements. According to this Act, it is required that at least one occupant must be at least fifty-five (55) years of age. In addition, at least one permanent resident/occupant of any unit must be 55+ years and no permanent resident or occupant may be less than 18 years of age.

If your Application is subject to the provision of the Fair Housing Act of 1988, you must comply with the following before your Application can be processed and considered:

- Complete the Age Verification Form contained in this Rental/Resale or Lease packet.
- Please be sure to follow ALL the questions in this Rental/Resale or Lease packet.
- **BE SURE** to include and attach photographic proof of age (drivers' license, passport, etc.).

NOTE: If photographic proof of age is not available, provide a copy of the birth certificate. If this is the case, please know that the Association may require further proof at a later date.

12. All Applicants, Occupants and/or their guests are expected to abide by governing Association documents as well as Rules & Regulations. Unit owners are responsible for the actions of their guests and/or tenants, including any damages to the common grounds. Therefore, it is the unit owners' responsibility to provide copies of all Association documents to the Applicant(s). The Association Board of Directors is committed to their enforcement.

NOTE: New Occupants seldom seek a copy to read and understand what is expected of them. **PLEASE** be sure to provide them with a copy to avoid any misunderstandings, confusion and/or conflicts.

13. Signatures between the two parties (Seller/Buyer and Lessor/Lessee) may be required when an application involves such an Association requirement. Please complete and return the Acknowledgement of Receipt of Rules & Regulations and Declarations.

14. You are applying to an Association that allows pets (one per household weighing no more than 15 pounds), their special Application for Pet Approval is attached. Please remember, Association's approval, if granted, is contingent and subject to very strict rules and enforcement and may be revoked by the Association upon written notification.

15. **GENERAL COMMENTS:** Per Emerald Pointe Community documents, the following is also required:

- a) \$200 Refundable Security Deposit is required.
- b) Must have ownership for two (2) years one day before owner can rent unit.
- c) Return of Security Deposit – Lessee's contact the Clubhouse Office personnel for return of deposit after Lease is terminated.

16. The Association requires financial and personal background checks for each applicant and occupant. Each applicant and occupant is responsible for the cost, which is \$76.00 per person who will own and/or reside in the unit. Payment is required with your application submission.

17. Sub-leasing and Leasing with "the option to purchase" are not permitted. All lease renewals must be approved.

**PLEASE RETURN COMPLETED APPLICATION TO:
ASSOCIATED PROPERTY MANAGEMENT OF THE PALM BEACHES
8135 LAKE WORTH ROAD, Suite B
LAKE WORTH, FL 33467
TELEPHONE: (561) 588-7210**

OR TO THE EMERALD POINTE CLUBHOUSE

*****NOTE -- FOR REALES ONLY*** -- IT IS THE NEW OWNER'S RESPONSIBILITY TO PROVIDE ASSOCIATED PROPERTY MANAGEMENT OF THE PALM BEACHES WITH A COPY OF THE CLOSING STATEMENT OR WARRANTY DEED, WITHIN 10 DAYS OF CLOSING, SO THAT THE NEW OWNERS INFORMATION IS UPDATED IN OUR RECORDS.**

SALE/RENTAL UNIT ADDRESS: _____

NAME OF CURRENT OWNER: _____

NAME OF APPLICANT: _____ PH: _____ AGE: _____

ADDRESS: _____ SSN: _____ EMAIL: _____

NAME OF CO-APPLICANT: _____ PH: _____ AGE: _____

ADDRESS: _____ SSN: _____ EMAIL: _____

PLEASE LIST ALL OCCUPANT(S), WHO WILL RESIDE AT THE RESIDENCE IF APPROVED:

NAME

RELATIONSHIP TO APPLICANT

DATE OF BIRTH

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

AGE OF OLDEST OCCUPANT: _____

AGE OF YOUNGEST OCCUPANT: _____

NUMBER OF PETS: _____

HAS ANYONE LISTED ABOVE EVER BEEN CONVICTED OF A FELONY (CIRCLE ONE): YES NO

IF YES, PLEASE PROVIDE DETAILS IN THE SPACE BELOW:

IS ANYONE REQUIRED TO REGISTER WITH THE LOCAL POLICE (CIRCLE ONE): YES NO

NUMBER OF VEHICLES TO BE AT EMERALD POINTE: _____

NUMBER OF MOTORCYCLES TO BE AT EMERALD POINTE: _____

VEHICLE #1: MAKE _____ MODEL _____ TAG # _____

VEHICLE #1: MAKE _____ MODEL _____ TAG # _____

VEHICLE #1: MAKE _____ MODEL _____ TAG # _____

VEHICLE #1: MAKE _____ MODEL _____ TAG # _____

IF A REAL ESTATE AGENT OR ATTORNEY IS HANDLING THIS TRANSACTION, PLEASE COMPLETE THE FOLLOWING:

Agent or Attorney name: _____ Phone: _____

******PICKUP TRUCKS AND MOTORCYCLES MUST BE PARKED IN A GARAGE OVERNIGHT AND MAY NOT BE
PARKED ON STREETS, DRIVEWAYS OR UNDER CARPORTS******

EMERALD POINTE COMMUNITY ASSOCIATION, INC.

RULES & REGULATIONS RECEIVER FORM

(I) (WE) _____
PLEASE PRINT NAME

HAVE READ, FULLY UNDERSTAND AND AGREE TO ABIDE BY EMERALD POINTE COMMUNITY ASSOCIATION
DECLARATION OF RESTRICTIONS, BY-LAWS AND RULES AND REGULATIONS DURING OWNERSHIP AND RENTAL:
AT _____
ADDRESS

AND FURTHER UNDERSTAND THAT A VIOLATION OF THE RULES AND REGULATIONS COULD RESULT IN A
VIOLATION NOTICE AND/OR FINE.

SIGNED THIS _____ DAY OF _____, 2____

BUYER/TENANT

BUYER/TENANT

APPLICANT/OCCUPANT STATEMENT:

The undersigned represents that all information provided by me or on my behalf is true and correct and acknowledges that the Association is authorized to rely thereon in processing this application. Applicant/Occupant understands that any false statements set forth or misinformation given shall be grounds for rejection of this application.

Applicant(s)/Occupant(s) agree to make a full disclosure and to furnish such additional information as may be required by the Association.

Signed this _____ day of _____, 2_____.

Purchaser/Lessee: _____

Purchaser/Lessee: _____

Owner: _____

Owner: _____

Reviewed By: Lessee: _____

Comments: _____

ACTIONS TAKEN BY ASSOCIATION:

Date: _____ Approved: _____ Disapproved: _____

Signature of Association Director

Signature of Association Director

Date: _____ Approved: _____ Disapproved: _____

Signature of Association Director

Signature of Association Director

**Rental Agreement
Emerald Pointe Community Association, Inc.**

COMPLETE ONLY IF RENTING

I/We fully agree as follows:

1. I/We may be required to appear at the Association Office for a personal interview or may be interviewed by phone by the Rental/Resale Committee. The Rental/Resale Committee shall not ever be liable to any Association Unit Owner for approving or disapproving a lessee/rental if such action was made in good faith.
2. That approval will not be issued unless ALL MAINTENANCE and/or other monies which are due the Association with respect to the above Unit are fully paid.
3. That I/We have read the Emerald Pointe Community Association Declaration, Rules and Regulations and other related documents and fully understand and agree to abide by the same.
4. That, in the case of a Unit being leased, a refundable security deposit for the common areas in the amount of two hundred (\$200.00) dollars must be received prior to the tenant moving in and shall be held for the term of the lease. The cost to repair any damage incurred by the common areas will be deducted from this deposit at the end of this lease.
5. PETS are allowed to reside with any lessee for the period of the lease. Pets should weigh no more than 15 pounds and pets must be registered. **ONLY ONE PET ALLOWED.**
6. A lessee is prohibited from sub-leasing their Rental Unit.
7. No Unit shall be rented for occupancy by more than one (1) family for the rental period. No families shall have children occupying the rental unit younger than 18 years of age.
8. No Unit Owner may rent his Unit for a period of two (2) years after taking title.
9. Fees (amount indicated below) must accompany the Application for processing (money orders ONLY):
 - \$135.00 Non-Refundable Application fee payable to: Emerald Pointe Community Association
 - \$76.00 Non-Refundable fee per person for financial/background check payable to APM
 - \$100.00 Non-Refundable Processing fee payable to APM
 - \$200 Security Deposit (no interest) RENTAL ONLY - Refundable
10. Maximum occupancy for a two (2) bedroom Unit is four (4) persons.

Lessee Signature

Date

Lessee Signature

Date

AGE VERIFICATION QUESTIONNAIRE

1. Unit Address: _____
2. OWNER of Unit (list all owners of record as to be stated on your deed)

Please list every person who will be permanent occupant of the Unit and complete all required information. Please supply independent photographic evidence indicating date of birth (such as driver's licenses or current passports) of each occupant:

OCCUPANT NAME	AGE TYPE PHOTO EVIDENCE	DATE OF BIRTH	FAMILIAL OR OTHER RELATIONSHIP
1. _____			
2. _____			
3. _____			
4. _____			

SIGNATURE(S) OF APPLICANT(S)/OCCUPANT(S)

 Signature

 Print Name

 Signature

 Print Name

 Signature

 Print Name

ANIMAL REGISTRATION FORM

Please attach a photo of your animal with your name, address & animal's name on the back.
Also include a current veterinary certificate of required shots and proof of weight for dogs.

Unit Resident: _____ Date: _____

Address: _____

Type of Pet: Dog _____ Cat: _____ Bird: _____ Other: _____ None: _____

Breed: _____ Color: _____ Weight: _____ Age: _____

Sex: _____ Neutered: Yes: _____ No: _____ Name: _____

I, the undersigned, hereby register the above-mentioned pet and accept full responsibility for seeing that my pet and I behave according to the Rules and Regulations and Documents of the Emerald Pointe Community Association.

1. The animal owner is responsible to ensure that the animal does not create any nuisance for the Community such as excessive noise, wandering loose, damaging any Community or Private property of others.
2. Animal owner is responsible for keeping the animal on a leash when the animal is outside the unit or patio.
3. Animal owner is responsible for picking up and/or cleaning up any mess made by their animal on Community or Private property.
4. Animal owner is responsible for restricting the animal to their unit or patio area if the animal is displaying anti-social or aggressive behavior that appears to be threatening to the safety of the Community.
5. Animal owner agrees to notify the Association of any changes in the status of the registered animal.
6. Unit Owner takes full responsibility for the registration and regulatory compliance of any animal being kept in the unit and using the Community Property by themselves, tenant/s, or guest/s, and shall be duly responsible for their violations.
7. Animal owners agree to abide by the Rules and Regulations imposed by the Association and understand that violations of the Rules and Regulations and Documents can lead to fines and the expulsion of their animal from the Community.

Unit Owner: _____
Signature _____ Print Name _____ Date _____

Unit Occupant: _____
Signature _____ Print Name _____ Date _____

Pet Owner: _____
Signature _____ Print Name _____ Date _____

Board Member: _____
Signature _____ Title _____ Date _____

if applicable

APPLICATION FOR HARDSHIP EXCEPTION

I/We, _____, understand that our Application for Occupancy of Unit _____ in Emerald Pointe has been or will be rejected by the Board of Directors of EMERALD POINTE COMMUNITY ASSOCIATION, INC. ("Association"), for my/our failure to meet the age requirements of "housing for older persons". I/We hereby request that an exception be given in my/our case, based upon hardship as stated below:

- A. **Financial Hardship:** I/We hereby request that an exception be granted based upon the financial hardship described below. Attached hereto are copies of my/our Federal Income Tax Returns for the last three (3) years, and other documentary evidence in support of my/our Application for Hardship Exception:

- B. **Non-Financial Hardship:** I/We hereby request that an exception be granted based upon the non-financial hardship described below. Attached hereto are copies of my/our documentary evidence in support of my/our Application for Hardship Exception:

A personal interview may be required. The Association may contact the Applicant(s) in order to arrange for a personal interview in order to discuss Applicants' Application for Hardship Exception.

Signature

Date

Signature

Date



RELEASE OF INFORMATION AUTHORIZATION
CONSUMER REPORT/INVESTIGATIVE CONSUMER REPORT
IMPORTANT: PLEASE READ CAREFULLY

To: Associated Property Management of the Palm Beaches, Inc.
8135 Lake Worth Road, Suite B
Lake Worth, FL 33467

I GIVE MY AUTHORIZATION FOR THE ABOVE TO VERIFY INFORMATION AND OBTAIN A CRIMINAL HISTORY REPORT, CREDIT REPORT, AND EMPLOYMENT INFORMATION ON MYSELF, WHILE HOLDING HARMLESS THE REPORTING AGENCY AND ASSOCIATED PROPERTY MANAGEMENT OF THE PALM BEACHES, INC. (APM) RELEASING THEM AND THEIR AGENTS, EMPLOYEES AND MEMBERS FROM ANY LOSSES, EXPENSES OR DAMAGES SUSTAINED DIRECTLY OR INDIRECTLY BY ME OR OTHERS, FROM INFORMATION DISCLOSED IN THEIR INVESTIGATIVE REPORT WHETHER MADE ORALLY OR IN WRITING AND AGREE SCREENING MAY RESULT IN MY APPLICATION BEING APPROVED OR DENIED.

READ, ACKNOWLEDGED AND AUTHORIZED

SIGNATURE: _____ DATE: _____

NOTE: I AM PROVIDING THE FOLLOWING VOLUNTARILY.

Print FULL (FIRST LAST MIDDLE MAIDEN) NAME:

DATE OF BIRTH: _____ SOCIAL SECURITY #: _____

SEX: _____

CURRENT ADDRESS: _____

PREVIOUS ADDRESS _____

ALL APPLICANTS MUST COMPLETE THIS FORM. PLEASE MAKE A COPY IF MORE THAN 1 (ONE) APPLICANT

8135 Lake Worth Road, Suite B, Lake Worth, FL 33467
Office (561) 588-7210 FAX (561) 588-2411