VALENCIA PALMS PROPERTY OWNERS' ASSOCIATION, INC.
c/o LANG MANAGEMENT COMPANY, INC.
6750 Summerland Boulevard • Delray Beach, Florida • 33446

APPLICATION FOR SALE, LEASE OR TRANSFER

1. Complete and sign the attached Application For Sale, Lease or Transfer. **Do not leave any spaces blank.**

2. **An estoppel form must be sent to our Corporate office for completion, 15 days prior to the closing date to ensure that all maintenance assessments and other charges are current at the time of closing. All outstanding sums must be paid to the Association at or prior to the closing. Please contact Nadya Fernandez in Accounting regarding any estoppel questions at (561) 750-8800 or please go onto the Lang Management website "langmanagement.com" and go to the Estoppel Services tab and follow the directions.**

3. The completed and executed Application For Sale, Lease or Transfer must be returned to Lang Management at least **twenty (20) days** prior to the closing date together with the following:

(a) The complete and signed Application for Sale, Lease or Transfer.
(b) Acknowledgment of Rules & Regulations signed by buyer(s), tenant(s), or transferee(s), as applicable.
(c) Additional Sale, Lease or Transfer Information Form signed by buyer(s), tenant(s), or transferee(s), as applicable.
(d) Name and Age Verification Form completed and signed.
(e) Age Verification Affidavit signed by one buyer, tenant, or transferee, as applicable; notarized.
(f) Photo Identification (i.e., driver's license or passport) of the buyer(s), tenant(s), or transferee(s), as applicable.
(g) Copy of the fully executed purchase contract, lease, or other document of transfer of the home.
(h) If this is an application for a lease, a completed, signed and dated copy of the attached Valencia Palms Rider to Lease

4. If any questions are not answered or spaces are left blank, the application will not be accepted, processed, or approved.

5. If the Association does not approve the sale, lease, or transfer in writing within thirty (30) days after submission of a fully completed application package, then the sale, lease or transfer shall be deemed denied.

6. **A check must be attached for $350.00 made payable to VPPOA.**

7. Maintenance assessments must be current up to the time of sale.

PLEASE RETURN ALL COMPLETED APPLICATIONS TO:

Valencia Palms Property Owners' Association, Inc.
c/o Lang Management
6750 Summerland Boulevard
Delray Beach, FL 33446
Office (561) 499-6358 Fax (561) 637-0284

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APPLICATION FOR SALE, LEASE OR TRANSFER

Date: _____/_____/_____

TO BOARD OF DIRECTORS:

The undersigned Owner(s) hereby submit this Application for Sale, Lease or Transfer and request approval for such sale, lease, or transfer. In that regard, we submit the following information:

SALE, LEASE OR TRANSFER (Check Only One Box):

- ☐ Sale Closing Date: ____/____/____
- ☐ Lease Lease term: ____/____/____ - ____/____/____
- ☐ Transfer Date: ____/____/____

OWNER/LANDLORD/TRANSFERER INFORMATION:

Name(s): _____

Lot No: _____ VP Street Address: _____

Model of Home (i.e., Gibraltar, Indian) _____

Phone Number: _____ Email: _____

Realtor Information:

Name: _____ Phone Number: _____

Email: _____

BUYER/TENANT/TRANSFERREE'S INFORMATION:

Name(s): _____

Current Address: _____

Phone Number: _____ Email: _____

Full Time Residence (circle one): YES or NO

Realtor Information:

Name: _____ Phone Number: _____

Email: _____

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Age Information of all Proposed Occupants of Home:

Name:	Birth Date:
_____	____/____/____
_____	____/____/____
_____	____/____/____
_____	____/____/____

OWNER/LANDLORD/TRANSFERER:

_____
Signature

_____
Print Name

_____
Date

OWNER/LANDLORD/TRANSFERER:

_____
Signature

_____
Print Name

_____
Date

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ACKNOWLEDGMENT OF RULES & REGULATIONS

____ 1. I make the acknowledgments and agreements herein for myself and on behalf of all persons who may use the home, which I seek to purchase, lease or use.

____ 2. I have received a copy of the Declaration of Covenants, Restrictions and Easements for Valencia Palms, Articles of Incorporation of the Valencia Palms Property Owners Association, Inc., By-Laws of the Valencia Palms Property Owners Association, Inc., the Rules and Regulations of Valencia Palms Property Owners Association, Inc. (collectively, the "Governing Documents"). I will abide by all of the requirements and restrictions contained in the Governing Documents which are, or may in the future be imposed by the Valencia Palms Property Owners Association, Inc.

____ 3. I understand that the sale, lease, or transfer of the home is permitted with written approval from the Board of Directors and a full application must be submitted at least 20 days prior to the closing date.

____ 4. I understand that any violation of these terms, provisions, conditions, and covenants of the Governing Documents provides cause for immediate action as therein provided.

____ 5. I understand that the approval of a sale, lease, or transfer of the home at Valencia Palms is conditioned upon the truth and accuracy of the Application and the approval of the Board of Directors. Purchase, lease, or transfer of the Home prior to receipt of written approval is prohibited. Any misrepresentation or falsification of information on these forms will result in the automatic rejection of the Application. If the Association does not approve the sale, lease, or transfer of the home in writing within thirty (30) days after submission of a complete Application package shall be deemed denied.

____ 6. I understand that the Board of Directors of Valencia Palms Property Owners Association, Inc. may cause to be instituted such an investigation of my background as the Board may deem necessary. Accordingly, I specifically authorize that Lang Management Company make such investigation and agree that the information contained in the attached Application may be used in such investigation and that the Board of Directors and Management Company 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.

In making the foregoing application, I am aware that the decision of the Board of Directors will be final and no reason shall be given for any action taken by the Board. I agree to be governed by the determination of the Board of Directors.

Signature: _____ Date: _____

Signature: _____ Date: _____

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ADDITIONAL SALE, LEASE OR TRANSFER INFORMATION

- Application requires twenty (20) business days to process. Applications are available at the Valencia Palms Clubhouse. Completed applications must be returned to the on-site Office with $350.00 check made payable to Valencia Palms Property Owners Association (VPPOA).

- 2 pool keys must be turned over to the new resident. Replacement keys are $25.00 each.

- Transponder strips may be purchased for $25.00 each.

- The Association does not supply replacement remotes for garage doors.

IF RESALE:

- 2 Palms Café debit cards must be turned over to the buyer. Card balance will be provided upon request. Card balances as of December 31, 2021 will be carried forward for use and not forfeited. Effective January 1, 2022 an additional $400 will be added to card balances as per the 2022 POA Budget.

- 48 gal. garbage container on wheels given to residents by SWA just prior to October 1, 2019 must stay with the home.

- Documents and all amendments must be turned over to buyer. Replacement documents are $100.00.

- Working Capital Contribution payment is required at closing in the amount of one quarterly assessment.

- **Owners must return transponders to the Association office prior to closing.**

Owner must provide above items to buyer or reimburse buyer for replacements with the exception of transponder strips.

For further information, please call the Lang Management on-site office at 561-499-6358.

I have read and understand the above information:

OWNER/LANDLORD/TRANSFERER:	**BUYER/TENANT/TRANSFEREE:**
_____	_____
Signature	Signature
_____	_____
Print Name	Print Name
_____	_____
Date	Date

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NAME AND AGE VERIFICATION OF PURCHASER, LESSEE OR TRANSFEREE

SALE, LEASE OR TRANSFER (Check Only One Box):

☐ Sale Closing Date: ____/____/____
☐ Lease Lease term: ____/____/____ - ____/____/____
☐ Transfer Date: ____/____/____

Section: _____ Lot #: _____

Valencia Palms Address: _____

Name of Seller(s): _____

Phone Number: _____ Email: _____

Please Attach Legible Copies of Personal Identification to Accomplish the Following Two (2) Objectives:

1. Verification of Date of Birth of the purchaser, lessee, or transferee; and
2. Picture ID of the purchaser or lessee to verify identity

Please note that one document may or may not take care of both of the objectives.

Examples of acceptable documents include one of the following: Drivers' License, Voter Registration Card, Birth Certificate, or Passport.

Name of Purchaser, Lessee or Transferee and all persons who will reside in home:

NAME	**SIGNATURE**
_____	_____
_____	_____
_____	_____
_____	_____

Type of Identification (1) Type of Picture Identification (1)

_____ _____

Type of Identification (2) Type of Picture Identification (2)

_____ _____

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AGE VERIFICATION AFFIDAVIT

STATE OF _____)
) ss
COUNTY OF _____)

BEFORE ME, the undersigned authority, personally appeared the undersigned, _____ (the "Affiant") who is personally known to me or who has produced _____ as identification, being first duly sworn, upon oath, deposes and says that:

1. Affiant is giving this Affidavit in connection with Affiant's residency of the home located at _____.

2. Affiant acknowledges that the home is located in the community known as Valencia Palms which is operated and administered by the Valencia Palms Property Owners Association, Inc., a Florida corporation not-for-profit ("Association") and that Valencia Palms is subject to a Declaration of Covenants, Restrictions and Easements for Valencia Palms (the "Declaration").

3. Affiant acknowledges that Valencia Palms is a community intended to fall within the exemption of the Fair Housing Act so that children aged 19 years and younger are prohibited from residing in Valencia Palms, and that in order to comply with the requirements of the Fair Housing Act, at least one occupant of the home must be fifty-five (55) years of age or older except as provided in the Declaration

4. To assist the Association with its compliance obligations under the Fair Housing Act and the Declaration, Affiant represents to the Association that Affiant is 55 years of age or older and will occupy the home as Affiant's principal residence commencing on the date Affiant acquires title to or occupancy of the home.

5. Affiant acknowledges that Affiant is giving this Affidavit as a sworn statement and therefore is subject to the laws regarding perjury.

FURTHER AFFIANT SAYETH NOT.

AFFIANT SIGNATURE:

_____

Print Name: _____

AFFIANT SIGNATURE:

_____

Print Name: _____

SWORN TO BEFORE ME on this _____ day of _____, 2022.

NOTARY SIGNATURE:

_____

Print Name: _____

Notary Public, State of_____

My Commission Expires:

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VALENCIA PALMS RIDER TO LEASE

Between _____, as Landlord "LANDLORD"),

and _____, as Tenant ("TENANT"),

dated _____, 202__ for premises located at _____, Delray Beach, FL 33446 (the "HOME") in the community known as VALENCIA PALMS.

The printed part of the lease between LANDLORD and TENANT, as the same may have been supplemented or amended (the "LEASE"), is hereby modified and supplemented as follows. If there is a conflict between this rider and any other part of the LEASE, the provisions of this rider will be controlling.

A. OTHER DEFINED TERMS: For the purposes of this rider and the LEASE,
(i) ASSOCIATION means the Valencia Palms Property Owners' Association, Inc.
(ii) ASSOCIATION DOCUMENTS means Declaration of Covenants, Restrictions and Easements for Valencia Palms, the ASSOCIATION's Articles of Incorporation and Bylaws and the ASSOCIATION's Rules and Regulations, all as the same may have been, or may hereafter be, amended and/or supplemented; and
(iii) ASSOCIATION PROPERTY means any and all property within the VALENCIA PALMS community owned by the ASSOCIATION, including, without limitation, the social hall, the card rooms, the billiard room, the gym, the aerobics room, the café, the splash pad, the pools, and hot tub, and the basketball/pickleball, tennis and bocce courts.

B. SUBORDINATION OF LEASE: Notwithstanding anything in the LEASE to the contrary, the right of TENANT to use and occupy the HOME and any ASSOCIATION PROPERTY, shall be subject and subordinate in all respects to the provisions of the ASSOCIATION DOCUMENTS.

C. LEASE TERMINATION: Notwithstanding anything in any other part of the LEASE to the contrary:
(i) The ASSOCIATION shall have the right to terminate the LEASE upon TENANT's failure to observe any of the provisions of the ASSOCIATION DOCUMENTS; and
(ii) The term of the LEASE is not less than seven (7) months from its commencement date and the LEASE does not provide for any early termination provision that would reduce the term of the LEASE to a period of less than seven (7) months except in the event of a default by the TENANT.
(iii) LANDLORD acknowledges and agrees that, in the event of an early departure of the TENANT resulting from default by the TENANT, the start of a rental period under any subsequent lease of the HOME may not commence sooner than seven (7) months after the commencement date of the LEASE.

SIGNATURES:

LANDLORD	TENANT
_____	_____
Date: _____, 202__	Date: _____, 202__
LANDLORD	TENANT
_____	_____
Date: _____, 202__	Date: _____, 202__