

INDEPENDENCE HOMEOWNERS ASSOCIATION, INC.

c/o Eden Property Management Group, Inc.
P.O. Box 222613, West Palm Beach, FL 33422
2054 Vista Prkway, Ste 437, West Palm Beach, FL 33411
Phone: (561) 693-2885
info@edenpmg.com

SALES/PURCHASE APPLICATION

The Association requires all prospective buyers to submit a completed application and have an orientation with the Management Company. The orientation will discuss the rules and regulations of the community and the prospective buyer may ask questions regarding the Association and its facilities. The date, time and location of this orientation will be coordinated by your Property Manager. Failure to comply with the Rules and Regulations of the community may result in legal action by the Association's attorney.

Be advised a background investigation including a local & national criminal history or otherwise will be carried out on all applicants 18 years of age and older.

- 1) Applications must be no less than 30 days of your closing date to allow for the 30 days processing time. There are no RUSH fees.**
- 2) INCOMPLETE applications will be denied**
- 3) EMAILED applications are not accepted. Applications must be dropped off at the management office at the address above with all required fees, or mailed to the PO Box above.**
- 4) Copy of a fully executed SALES contract must be attached.**
- 5) If you are an active service member, please provide proof of your active status.**
- 6) \$220.00 NON-REFUNDABLE application fee per applicant, 18yrs of age and older, unless a married couple with the same last name. If married with different last names, a copy of the marriage certificate will be required with application. Fee must be made payable to EDEN PROPERTY MANAGEMENT GROUP, INC. by a certified check or money order.**
- 7) Upon approval of your application, you will be required to attend an in-person orientation held once a month at the management office. Upon closing, please contact the management office to obtain your parking stickers and gate access.**
- 8) Limit of three (3) domestic pets per home & a seventy-five (75) pounds maximum weight limit per pet. No PIT BULLS, PIT BULL TERRIER MIX or ANY ANIMALS WITH SIMILAR TEMPERAMENT ALLOWED. If you do not have a pet license, you can apply for one online at www.petdata.com.**
- 9) The Rules & Regulations for Independence Cove and Independence Point are attached to this application. Your signature on this application is also your acknowledgement that you have received them. Questions regarding the Rules & Regulations may be asked at your orientation.**

APPLICATION CHECKLIST

- _____ Fully completed and signed Association application. If a question does not apply to you, please write N/A and sign page, if applicable. Only two applicants per application. If there are more than two applicants, please make copies of the application as needed.
- _____ Copy of a fully executed Purchase/Sales Contract.
- _____ Color copies of Driver's Licenses, Government Issued ID Card, or passport.
- _____ Clear/legible copy of vehicle registration for all vehicles listed on the application. All vehicles must be registered to applicants or a household member listed on the application.
- _____ Clear color photos of PETS. For pets, please complete the pet application page and provide up-to-date vaccination records and tag licenses. Palm Beach County requires all animals to be registered/licensed. Please let us know if you have an EMS or Service animal as this is a separate application.
- _____ **\$220.00 NON-REFUNDABLE** application fee per applicant, 18 years of age and older, unless a married couple with the same last name. If married with different last names, a copy of the marriage certificate will be required. Fee is payable to EDEN PROPERTY MANAGEMENT GROUP INC. by certified check or money order only.
- _____ EMS or Service animal application completed, if applicable.

MAIL APPLICATION WITH FEES TO:

Eden Property Management Group, Inc.
P.O. Box 222613
West Palm Beach, FL 33422

DROP OFF APPLICATION WITH FEES TO:

Eden Property Management Group, Inc.
2054 Vista Parkway
Suite 400 (Paychex bldg. 4th floor through the double glass doors)
West Palm Beach, FL 33411

EMAILED APPLICATIONS ARE NOT ACCEPTED AND NOT CONSIDERED RECEIVED

INDEPENDENCE HOMEOWNERS ASSOCIATION, INC.
CONTACT SHEET FOR APPLICATION (PLEASE WRITE LEGIBLY)

PROPERTY ADDRESS _____ CLOSING DATE _____

CURRENT OWNERS NAME _____ PHONE# _____

CURRENT OWNERS NAME _____ PHONE# _____

OWNERS REALTOR _____ PHONE# _____

OWNERS REALTOR EMAIL _____

APPLICANT #1 NAME _____ PHONE _____

APPLICANT #1 EMAIL _____

APPLICANT #2 NAME _____ PHONE _____

APPLICANT #2 EMAIL _____

APPLICANTS REALTOR _____ PHONE _____

APPLICANTS REALTOR EMAIL _____

FOR OFFICE USE ONLY:

DATE RECEIVED _____

OF APPLICANTS _____

FEE(S) RECEIVED _____

BALANCE ON ACCOUNT _____

VIOLATIONS ON PROPERTY: YES NO

_____	_____
_____	_____
_____	_____

DATE SENT TO BOARD _____

FINAL APPROVAL RECEIVED FROM BOARD: YES NO DATE _____

INDEPENDENCE HOMEOWNERS ASSOCIATION, INC.

Please complete all questions and fill in all blanks. If application is incomplete, it will automatically be denied. If a questions does not apply, answer N/A. Print legibly or type all information. If we cannot read it, we cannot process it.

ADDRESS OF PROPERTY TO PURCHASE _____

CLOSING DATE _____

CURRENT OWNERS NAME _____ PHONE _____

CURRENT OWNERS NAME _____ PHONE _____

ARE ANY OF THE APPLICANT(S) ACTIVE SERVICE MEMBERS? YES or NO INITIAL _____

APPLICANT #1 NAME _____

DATE OF BIRTH _____ CELL# _____ WORK# _____

EMAIL ADDRESS _____

APPLICANT #2 NAME _____

DATE OF BIRTH _____ CELL# _____ WORK# _____

EMAIL ADDRESS _____

Please provide below, your place of residence for the last two (2) years. If additional space is needed, please attach a separate page:

APPLICANT #1 CURRENT ADDRESS _____

RESIDENCY DATES: FROM _____ TO _____

APPLICANT #2 CURRENT ADDRESS _____

RESIDENCY DATES: FROM _____ TO _____

Please list below, the full names, social security numbers and dates of birth of all persons, including applicants, who will reside at this residence. Do not list the social security numbers for minors under 18. However, please list their Date of Birth:

FULL NAME	SOCIAL SECURITY#	DATE OF BIRTH	RELATIONSHIP
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Please list below, the year, make, model, color, and tag# for all vehicles that will be parked at this residence. Must be registered to applicant or household member (attach copy of valid/current vehicle registration)

YEAR____MAKE____MODEL____COLOR____STATE____TAG#____

YEAR____MAKE____MODEL____COLOR____STATE____TAG#____

YEAR____MAKE____MODEL____COLOR____STATE____TAG#____

YEAR____MAKE____MODEL____COLOR____STATE____TAG#____

List driver's license number/identification card number for all drivers in the household. Attach a color copy of ID:

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

Has anyone in your household been convicted of a felony in the past five (5) years? If yes, please explain below. Attach a separate page if additional space is required. If no, please write N/A:

Please list employment history for the last five (5) years for all applicants. Attach a separate page if additional space is needed:

APPLICANT #1 NAME _____

CURRENT EMPLOYER _____ PHONE: _____

ADDRESS _____

HOW LONG _____ POSITION _____ ANNUAL INCOME _____

PREVIOUS EMPLOYER _____ PHONE _____

ADDRESS _____

HOW LONG _____ POSITION _____ ANNUAL INCOME _____

APPLICANT#2 NAME _____

CURRENT EMPLOYER _____ PHONE _____

ADDRESS _____

HOW LONG _____ POSITION _____ ANNUAL INCOME _____

PREVIOUS EMPLOYER _____ PHONE _____

ADDRESS _____

HOW LONG _____ POSITION _____ ANNUAL INCOME _____

In case of an emergency, list a contact person below:

NAME _____ RELATIONSHIP _____
ADDRESS _____ PHONE# _____

CHARACTER REFERENCES (CANNOT BE A FAMILY MEMBERS)

1. NAME _____
ADDRESS _____
HOME PHONE _____ WORK PHONE _____
OCCUPATION _____

2. NAME _____
ADDRESS _____
HOME PHONE _____ WORK PHONE _____
OCCUPATION _____

3. NAME _____
ADDRESS _____
HOME PHONE _____ WORK PHONE _____
OCCUPATION _____

IF THIS APPLICATION IS NOT LEGIBLE OR IS NOT COMPLETELY AND ACCURATELY FILLED OUT, INDEPENDENCE HOMEOWNER ASSOCIATION, INC. WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY INACCURATE INFORMATION IN THE INVESTIGATION AND RELATED REPORT CAUSED BY SUCH OMISSION OR ILLEGIBILITY.

BY SIGNING BELOW, THE APPLICANT RECOGNIZES THAT INDEPENDENCE HOMEOWNERS ASSOCIATION, INC. OR THEIR AGENT MAY INVESTIGATE THE INFORMATION PROVIDED BY THE APPLICANT AND A FULL DISCLOSURE OR PERTINENT FACTS MAY BE MADE TO THE ASSOCIATION. MY SIGNATURE BELOW, ALSO ACKNOWLEDGES THAT I HAVE RECEIVED THE RULES & REGULATIONS FOR MY COMMUNITY WHICH IS ATTACHED WITH THIS APPLICATION.

APPLICANT #1 SIGNATURE _____ DATE _____

APPLICANT #2 SIGNATURE _____ DATE _____

PET REGISTRATION/APPLICATION INFORMATION

(IF NO PETS, PLEASE WRITE N/A AND SIGN BELOW)

A maximum of three (3) pets are authorized per governing documents. 75lbs maximum weight limit per pet. Must include a clear, color photo of pets. Please make sure vaccination records, and copies of licenses and tags are attached. EMS or Service Animals are not pets. If you have one of these animals, please let us know. A separate application is required for those animals.

PET#1 TYPE (CIRCLE ONE): DOG CAT BIRD OTHER (SPECIFY)_____

PETS NAME: _____

PETS AGE: _____

PETS WEIGHT _____

PETS BREED _____

PETS LICENSE/TAG# (ATTACH COPY) _____

PET#1 TYPE (CIRCLE ONE): DOG CAT BIRD OTHER (SPECIFY)_____

PETS NAME: _____

PETS AGE: _____

PETS WEIGHT _____

PETS BREED _____

PETS LICENSE/TAG# (ATTACH COPY) _____

PET#1 TYPE (CIRCLE ONE): DOG CAT BIRD OTHER (SPECIFY)_____

PETS NAME: _____

PETS AGE: _____

PETS WEIGHT _____

PETS BREED _____

PETS LICENSE/TAG# (ATTACH COPY) _____

I am aware of the Independence Homeowners Association Rules and Regulations regarding pets on the property and agree to abide by them. I agree at all times to clean up after my pets or animals, keep my pets or animals leashed at all times on property, and keep vaccination records up to date. Failure to do so may result in legal action and request for removal of my pet or animal from the community.

PRINT NAME

SIGNATURE

PRINT NAME

SIGNATURE

Failure to complete this form will result in the resident having to immediately remove the illegal pet from the community.

INDEPENDENCE HOMEOWNERS ASSOCIATION, INC.
RELEASE OF INFORMATION & AUTHORIZATION FOR BACKGROUND INVESTIGATION

DATE _____

TO: EDEN PROPERTY MANAGEMENT GROUP, INC.
P.O. BOX 222613, WEST PALM BEACH, FL 33422
2054 VISTA PARKWAY, STE# 437, WEST PALM BEACH, FL 33411

CC: BOARD OF DIRECTORS

I GIVE MY AUTHORIZATION FOR THE ABOVE TO VERIFY INFORMATION, OBTAIN A CREDIT REPORT, A CRIMINAL HISTORY REPORT, OR EMPLOYMENT INFORMATION ON MYSELF AND AGREE SCREENING MAY RESULT IN MY APPLICATION BEING APPROVED OR DISAPPROVED AND FOR PARKING DECALS BEING APPROVED OR DISAPPROVED. THIS AUTHORIZATION IS GOOD FOR SIXTY (60) DAYS FROM THE DATE ABOVE.

SIGNATURE _____ PRINT NAME _____

DATE OF BIRTH _____ SOCIAL SECURITY# _____

DRIVERS LICENSE # _____ STATE _____

MOBILE # _____ MONTHLY INCOME _____

CURRENT ADDRESS _____

PREVIOUS ADDRESS IF LESS THAN FIVE (5) YEARS _____

EMAIL ADDRESS _____

INDEPENDENCE HOMEOWNERS ASSOCIATION, INC.
RELEASE OF INFORMATION & AUTHORIZATION FOR BACKGROUND INVESTIGATION

DATE_____

TO: EDEN PROPERTY MANAGEMENT GROUP, INC.
P.O. BOX 222613, WEST PALM BEACH, FL 33422
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SIGNATURE_____PRINT NAME_____

DATE OF BIRTH_____SOCIAL SECURITY#_____

DRIVERS LICENSE #_____STATE_____

MOBILE #_____MONTHLY INCOME_____

CURRENT ADDRESS_____

PREVIOUS ADDRESS IF LESS THAN FIVE (5) YEARS_____

EMAIL ADDRESS_____



Independence Homeowners Association

Rules and Regulations - Cove

Please refer to the complete Declaration of Covenants, Conditions, and restrictions for Independence HOA recorded in Official records Book 17865, Page 6610 of the Public Records of Palm Beach County, Florida ("Declaration") for the defined rules and regulations. The declaration is a legal document. The Board recommends that you seek the advice of an attorney for interpretation of any legal documents.

Pursuant to Section 17.3 of the Declaration, the Board of Directors has the power and authority from time to time to enact Rules and Regulations ("Rules") governing the use, enjoyment, safety, maintenance, repair and preservation of the Common Property and such rules may include, without limitation, provisions for the use, enjoyment, operation, maintenance, repair and preservation of the pool and pool area and the cabana, including hours of operation and safety rules, provisions governing the number of guests occupying Lots, and parking.

Accordingly, the following are the initial Rules of Independence Homeowners Association, Inc. (the "Association"). The Board of Directors reserves the right to amend these Rules from time to time as it determines in its sound business judgement is appropriate.

The following rules have been in effect since January 1, 2018

1. The Association performs the painting for the buildings and pressure cleaning for the roofs and sidewalks as a courtesy to homeowners, as needed. The Association also does the removal and replacement of trees and maintains the lawns. If your home is fenced, it is the homeowners responsibility to maintain the lawn and shrubs within their fence. It is the homeowners responsibility to maintain their driveway, including but not limited to cleaning and repairing pavers.
2. **No barbecuing is permitted in front of your home.**
3. Parking is prohibited in such a manner as to block the sidewalk. Parking overnight in the street is prohibited. Parking on the grass and on 62nd Road is prohibited. Only two cars can be parked in an Owner's driveway. No owner shall conduct or permit to be conducted repairs or restoration of any motor vehicle or any other vehicle upon any portion of the property except in a garage with the doors closed. Parking in emergency areas, No Parking Zones and Dead-end areas/zones at any time is strictly prohibited. Violation of the parking rules may result in your vehicle being booted, at the owners' expense.
4. No pit bulls, pit bull terrier, pit bull terrier mix or any animals with similar temperament are allowed. All dogs must be on a leash at all times when outside of an Owner's residence. No exceptions! Owners are responsible to pick up after their 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). Under no circumstances will dogs weighing over 75 pounds be permitted.
5. Regular **Garbage** shall be placed in plastic containers and may be placed along the curb in front of each Owner's residence on Tuesday mornings, for Wednesday trash pick-up and on Friday mornings for Saturday trash pick-up. Trash bins must be removed from the curb and stored in each Owner's garage by Thursday morning and Sunday morning at 9:00am. Garbage that is considered a bulk item will only be picked up on designated bulk pickup days, and shall only be placed out for pickup on the day before designated bulk pickup days, which

is Saturday. Please call SWA (Solid Waste Authority) 561-640-4000 to schedule pick-ups of large, oversized bulk items or large piles of vegetation debris. Storage of trash bins in front or on the side of your house is prohibited and may result in a fine.

6. **Hurricane Shutters** must be taken down within ten (10) days after a hurricane event is declared over by the National Weather Center unless a named storm is threatening South Florida within seventy-two (72) hours after said ten (10) day period, again as determined by the National Weather Center. Failure to comply with this Rule shall result in a fine of \$50 being levied against the Owner for each day the Owner is in violation of this Rule up to a maximum of \$1,000.00 or the maximum amount permitted by applicable law, whichever is greater, without further action necessary by the Board.
7. Pavers in the common areas are the association's responsibility as well as the sprinkler system.
8. Insurance for the dwelling is each Owner's responsibility.
9. **Commercial vehicles are not allowed:** vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, any trucks, including trucks with more than 3/4 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. ***
10. Installation of fences need to be approved by the Association prior to any installation. All fences should be white (no exceptions). If an Owner installs a non-compliant fence, the owner shall be required to paint the fence within ten (10) days of receipt of notice to do so. Otherwise, the Association reserves the right to both paint the fence and charge back the owner to do so, or require the owner to remove the fence, as determined by the Board of Directors. In no event shall a fence of any kind be permitted in the front yard portion of any lot. PERMITS and SURVERYs are required.
11. Fruit trees are a prohibited species and are not acceptable in the Independence Neighborhoods. Examples include, but are not limited to, any type of fig tree, mango tree, avocado tree, any citrus trees, etc.

POOL RULES :

1. Use of the pool at any time is at the swimmer's own risk. Any injuries or accidents must be reported to the Property Management company immediately. Eden Property Management Group, Inc. 561-693-2885.
2. Owners are responsible for the actions of their family members, friends, invitees, tenants, and guests, including any damage caused by their activities, whether they were negligent or not. No abusive, offensive, or threatening language or action, or other nuisance behavior under any circumstances shall be allowed. NO LOITERING SHALL BE PERMITTED AT THE POOL AREA, AS DETERMINED BY THE BOARD OF DIRECTORS OR PROPERTY MANAGER IN THEIR SOLE DISCRETION.
3. Swimming is permitted only during posted/designated hours. The pool is officially closed when a "CLOSED" sign is posted. If no sign is posted or hours otherwise designated, the pool hours are 8:00 AM to Dusk. All Owners, their family members, friends, invitees, tenants, and guests should observe weather conditions and immediately seek shelter if lightning or severe weather is in the area.
4. THERE IS NO LIFEGUARD ON DUTY; THEREFORE, USE AT YOUR OWN RISK. The Association or its employees are NOT responsible for accidents. In the event of an accident warranting emergency services, CALL 911. All accidents that do occur at the pool area should be reported to the Management Company.

5. Residents are limited to two (2) non-resident adult guests and those non-resident guests' minor children, if any, not to exceed four (4), without registering in advance with the Property Manager. The pool and pool area may not be reserved for private parties.
6. Children seventeen (17) and under must be accompanied and supervised by a responsible adult at least eighteen (18) years of age while in the pool area.
7. Children wearing diapers must wear approved swim diapers. Any incontinent person must wear swim diapers or similar garments while using the pool.
8. All swimmers must wear bona fide swimming attire. Cut-offs, dungarees, and shorts are not considered appropriate swimwear. Shoes or other foot coverings and caftans or shirts or other cover-ups must be worn outside the pool area.
9. Diving, horseplay, pushing, dunking, dangerous games, or rough play are not permitted in the pool or pool area.
10. Running, ball playing, bike riding, skate boarding, roller skating/blading, or similar activities, and any hazardous activities, are prohibited in the pool area or tennis courts.
11. Fishing and snorkeling equipment, other than a mask and snorkel, may not be used in the pool, except as part of an organized course of instruction.
12. Throwing footballs, Frisbees, tennis balls, or other objects, spitting or spouting water, and tag games, are not allowed in the pool or pool area.
13. Floatation devices are permitted for non-swimming children up to five (5) years of age. Tire inner tubes and air mattresses are not permitted in the pool.
14. Bottles, glass objects, drinking glasses and sharp objects are not permitted in the pool area.
15. NO GRILLS OR COOKING DEVICES OF ANY KIND ARE PERMITTED ON THE POOL DECK.
16. Animals are prohibited in the pool area and tennis courts unless the animal has been approved as a service animal and is wearing a service animal vest identifying it as such.
17. Radios, televisions, tablets, cell phones, "iPod" type devices and the like may be listened to if played at a sound level which is not offensive to other Owners, their family members, friends, invitees, tenants, and guests. Loud music or other noise, rowdy behavior, or other behavior that disrupts the peace or is inappropriate by the standards of a first-class residential community, are not permitted.
18. To the extent not otherwise covered elsewhere in the Covenants and Restrictions and/or rules and regulations promulgated by the Board of Directors, no improper, offensive, or unlawful use or acts shall be done at the pool area, nor shall anything be done to cause embarrassment, discomfort, annoyance, or nuisance to any person using the pool area.
19. All persons using pool furniture are required to cover the furniture with a towel when using suntan oils, sprays and/or lotions. DO NOT LEAVE YOUR PERSONAL ITEMS AT THE POOL AREA. WE DO NOT HAVE A LOST AND FOUND.
20. Persons who leave the pool area for over thirty (30) minutes must relinquish lounges and chairs by removing all towels and personal belongings. Saving lounges or chairs for people absent from the pool is prohibited.

21. Smoking and the use of flameless tobacco devices is prohibited in the pool area.
22. Firearms and all other weapons of any kind are prohibited in the pool area at any time.
23. Lifesaving and pool cleaning equipment may only be used for the purposes intended.
24. All persons using the pool area and are urged to cooperate in keeping the area clean by properly disposing of towels, cans, etc. Trash must be placed in trash containers located throughout the pool area.
25. NO SWIMMING PARTIES ARE PROHIBITED.
26. The pool and pool area are not for the use and enjoyment of the public but are expressly reserved for the private use and enjoyment of the Owners, family members, friends, invitees, tenants, and guests.
27. All complaints, criticisms or suggestions of any kind relating to the pool and pool area must be in writing, signed and addressed to the Property Management Company, Eden Property Management Group.
28. Solicitation of any kind is prohibited and should be reported to Management immediately.
29. All Owners and tenants, by use of the pool and pool area agree to hold the Association and Management harmless from any loss or claim arising from any occurrence, crime or act at the pool and pool area; the Association or Management shall not in any way be considered an insurer or guarantor of the security or safety of any person or any personal property within the pool area.

Additional Rules approved at the March 3, 2020 Board of Directors Meeting:

1. Basketball hoops are not permitted in the street or on the sidewalk. When done playing, it must be rolled up to the house daily.

Parking rules in effect as of March 22, 2020

- There is no parking in the turnaround areas at the Point at any time. This means the cul-de-sacs and the emergency turnarounds.
 - There is no parking over the sidewalks at any time.
 - Driveways cannot be blocked on the roadway at any time.
 - You may park in the street between 9:00pm-midnight with a parking pass. There is no overnight parking in the streets at any time in either Communities. No Exceptions.
 - There is no parking on the grass at any time.
 - There is no parking in the utility areas at any time.
 - There is no parking in front of the mailboxes at any time.
 - There is no parking adjacent to the Fire Hydrants at any time.
 - If you are having a party, 3 cars are allowed at the Cove and 5 at the Point. There is no parking on 62nd Road at anytime.
 - Starting in April, we will implement even/odd street parking April 1, 2020. The month will determine the side of the street to park on. The vehicle must park facing the direction of the traffic. The vehicle must not block neighboring driveways or mailboxes.
- FAILURE TO OBEY PARKING RULES MAY RESULT IN YOUR VEHICLE BEING BOOTED OR TOWED!**

Paragraph 12. Leasing of Lots — Tenants must be screened 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 a group of persons related to each other by blood, adoption, or marriage, together with any minor children entrusted to the care of such persons, or a group of two persons not related by marriage who maintain a common household, together with persons related to them by blood, adoption, or marriage together with any minor children

entrusted to the care of such persons. "Family" shall also include any person residing in the dwelling who is performing childcare, nursing, housekeeping or other domestic.

services for the owner or member of the family residing therein 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 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 be 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 choose to correct the problem at the unit owner's 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 HOA; provided such business follows all governmental requirements. Paragraphs 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 the County Code, as well. All garage conversions shall be reported to the Building Department.

Paragraphs 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 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.

Paragraphs 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 % ton capacity, tractors, trailers, mobile homes, recreational vehicles (not including SUVs 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 have any substantial body damage are not permitted unless they are contained in the closed garage of the unit. ** Police, Fire Department, or other Palm Beach County Emergency Vehicles are excluded.

Paragraphs 5.5.9 Antennas and Aerials — No Antennas or aerials shall be placed upon the property unless completely inside the dwelling. Window A/C units are prohibited.

Paragraphs 5.5.10 Signs, Flags and Banners — No "for sale" signs or "for rent" signs are allowed in the yard and may only be displayed in a window of the dwelling unit. Flags, banners, pennants, and streamers may not be displayed, except that American flags may be displayed subject to requirements set by the Board as to size and location.

Paragraphs 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). Under no circumstances will dogs weighing over 75 pounds be permitted. NO PIT-BULL TERRIERS PIT-BULL TERRIER MIX OR ANY OTHER DOG OF MEAN AND 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 always 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 by their pet.

Paragraphs 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.

Paragraphs 5.8 Portable Buildings, clothes and outside clothes drying — No clothes lines or outside clothes drying is permitted. No temporary housing or building (including tents) is 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 15 MPH. Also, please keep your car radio sound level to a level that will not disturb others.

These rules supersedes any previous Rules & Regulations for the Independence Cove Community.



Independence Homeowners Association

Rules and Regulations - Point

Please refer to the complete Declaration of Covenants, Conditions, and restrictions for Independence HOA recorded in Official records Book 17865, Page 6610 of the Public Records of Palm Beach County, Florida ("Declaration") for the defined rules and regulations. The declaration is a legal document. The Board recommends that you seek the advice of an attorney for interpretation of any legal documents.

Pursuant to Section 17.3 of the Declaration, the Board of Directors has the power and authority from time to time to enact Rules and Regulations ("Rules") governing the use, enjoyment, safety, maintenance, repair and preservation of the Common Property and such rules may include, without limitation, provisions for the use, enjoyment, operation, maintenance, repair and preservation of the pool and pool area and the cabana, including hours of operation and safety rules, provisions governing the number of guests occupying Lots, and parking.

Accordingly, the following are the initial Rules of Independence Homeowners Association, Inc. (the "Association"). The Board of Directors reserves the right to amend these Rules from time to time as it determines in its sound business judgement is appropriate.

Owners at the Point are responsible for their own maintenance:

- Pressure cleaning the roof – this should be done yearly or as needed.
- Painting and pressure cleaning of your home as needed.
- White trim (fascia boards) to be painted (SW7006 – Extra White) or replaced as needed.
- Pressure clean the driveway & sidewalks. Remove/replace oil-stained pavers. Remove weeds.
- Tree mandate on your property: (3) Palms (cannot be a coconut tree) and (1) hardwood (cannot be a fruit tree) and/or roebellini palm; must be present in the front yard. Trees must be maintained and replaced if dead or dying.
- Owners have the option to stain their driveways with a clear coat only. Painting of the driveway or color staining is prohibited.

1. No barbecuing is permitted in front of your home.

2. Parking is prohibited in such a manner as to block the sidewalk. Parking overnight in the street is prohibited. Parking on the grass and on 62nd Road is prohibited. No owner shall conduct or permit to be conducted repairs or restoration of any motor vehicle or any other vehicle upon any portion of the property except in a garage with the doors closed. Parking in emergency areas, No Parking Zones and Dead-end areas/zones at any time is strictly prohibited. Violation of the parking rules may result in your vehicle being booted, at the owners' expense.

3. No pit bulls, pit bull terrier, pit bull terrier mix or any animals with similar temperament are allowed. All dogs must be on a leash at all times when outside of an Owner's residence. No exceptions! Owners are responsible to pick up after their 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). Under no circumstances will dogs weighing over 75 pounds be permitted.

4. **Regular Garbage** shall be placed in plastic containers and may be placed along the curb in front of each Owner's residence on Tuesday mornings, for Wednesday trash pick-up and on Friday mornings for Saturday trash pick-up. Trash bins must be removed from the curb and stored in each Owner's garage by Thursday morning and Sunday morning at 9:00am. Garbage that is considered a bulk item will only be picked up on designated bulk pickup days, and shall only be placed out for pickup on the day before designated bulk pickup days, which is Saturday. Please call SWA (Solid Waste Authority) 561-640-4000 to schedule pick-ups of large, oversized bulk items or large piles of vegetation debris. Storage of trash bins in front or on the side of your house is prohibited and may result in a fine.
5. **Hurricane Shutters** must be taken down within ten (10) days after a hurricane event is declared over by the National Weather Center unless a named storm is threatening South Florida within seventy-two (72) hours after said ten (10) day period, again as determined by the National Weather Center. Failure to comply with this Rule shall result in a fine of \$50 being levied against the Owner for each day the Owner is in violation of this Rule up to a maximum of \$1,000.00 or the maximum amount permitted by applicable law, whichever is greater, without further action necessary by the Board.
6. Pavers and sprinkler system in the common areas are the association's responsibility.
7. Insurance for the dwelling is each Owner's responsibility.
8. **Commercial vehicles are not allowed:** vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, any trucks, including trucks with more than 3 / 4 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 with the closed garage of the unit. *Police, Fire Department, or other Palm Beach County Emergency Vehicles are excluded. ***
9. Installation of fences needs to be approved by the Association prior to any installation. All fences should be white (no exceptions). If an Owner installs a non-compliant fence, the owner shall be required to paint the fence within ten (10) days of receipt of notice to do so. Otherwise, the Association reserves the right to both paint the fence and charge back the owner to do so, or require the owner to remove the fence, as determined by the Board of Directors. In no event shall a fence of any kind be permitted in the front yard portion of any lot. PERMITS and SURVERYS are required.
10. Fruit trees are a prohibited species and are not acceptable in the Independence Neighborhoods. Examples include, but are not limited to, any type of fig tree, mango tree, orange tree, avocado tree, etc
11. Pavers that surround your home – they have taken away the swell that drains the water. Family needs to know potential problems.
12. The maintenance, repair and replacement of mailboxes are the Owner's responsibility. Installation of mailboxes must be approved by the Association prior to installation.
13. Front doors do not have to be white but must be a hurricane impact door. Should you replace your front door, you must submit specifications for the door to Management for approval by the Association prior to installation.

POOL RULES :

1. Use of the pool at any time is at the swimmer's own risk. Any injuries or accidents must be reported to the Property Management company immediately. Eden Property Management Group, Inc. 561-693-2885.
2. Owners are responsible for the actions of their family members, friends, invitees, tenants, and guests, including any damage caused by their activities, whether they were negligent or not. No abusive, offensive, or threatening language or action, or other nuisance behavior under any circumstances shall be allowed. NO LOITERING

SHALL BE PERMITTED AT THE POOL AREA, AS DETERMINED BY THE BOARD OF DIRECTORS OR PROPERTY MANAGER IN THEIR SOLE DISCRETION.

3. Swimming is permitted only during posted/designated hours. The pool is officially closed when a "CLOSED" sign is posted. If no sign is posted or hours otherwise designated, the pool hours are 8:00 AM to Dusk. All Owners, their family members, friends, invitees, tenants, and guests should observe weather conditions and immediately seek shelter if lightning or severe weather is in the area.
4. THERE IS NO LIFEGUARD ON DUTY; THEREFORE, USE AT YOUR OWN RISK. The Association or its employees are NOT responsible for accidents. In the event of an accident warranting emergency services, CALL 911. All accidents that do occur at the pool area should be reported to the Management Company.
5. Residents are limited to two (2) non-resident adult guests and those non-resident guests' minor children, if any, not to exceed four (4), without registering in advance with the Property Manager. The pool and pool area may not be reserved for private parties.
6. Children sixteen (17) and under must be accompanied and supervised by a responsible adult at least eighteen (18) years of age while in the pool area.
7. Children wearing diapers must wear approved swim diapers. Any incontinent person must wear swim diapers or similar garments while using the pool.
8. All swimmers must wear bona fide swimming attire. Cut-offs, dungarees, and shorts are not considered appropriate swimwear. Shoes or other foot coverings and caftans or shirts or other cover-ups must be worn outside the pool area.
9. Diving, horseplay, pushing, dunking, dangerous games, or rough play are not permitted in the pool or pool area.
10. Running, ball playing, bike riding, skate boarding, roller skating/blading, or similar activities, and any hazardous activities, are prohibited in the pool area or tennis courts.
11. Fishing and snorkeling equipment, other than a mask and snorkel, may not be used in the pool, except as part of an organized course of instruction.
12. Throwing footballs, Frisbees, tennis balls, or other objects, spitting or spouting water, and tag games, are not allowed in the pool or pool area.
13. Floatation devices are permitted for non-swimming children up to five (5) years of age. Tire inner tubes and air mattresses are not permitted in the pool.
14. Bottles, glass objects, drinking glasses and sharp objects are not permitted in the pool area.
15. NO GRILLS OR COOKING DEVICES OF ANY KIND ARE PERMITTED ON THE POOL DECK.
16. Animals are prohibited in the pool area and tennis courts unless the animal has been approved as a service animal and is wearing a service animal vest identifying it as such.
17. Radios, televisions, tablets, cell phones, "iPod" type devices and the like may be listened to if played at a sound level which is not offensive to other Owners, their family members, friends, invitees, tenants, and guests. Loud music or other noise, rowdy behavior, or other behavior that disrupts the peace or is inappropriate by the standards of a first-class residential community, are not permitted.
18. To the extent not otherwise covered elsewhere in the Covenants and Restrictions and/or rules and regulations promulgated by the Board of Directors, no improper, offensive, or unlawful use or acts shall be done at the pool area, nor shall anything be done to cause embarrassment, discomfort, annoyance, or nuisance to any person

using the pool area.

19. All persons using pool furniture are required to cover the furniture with a towel when using suntan oils, sprays and/or lotions. DO NOT LEAVE YOUR PERSONAL ITEMS AT THE POOL AREA. WE DO NOT HAVE A LOST AND FOUND.
20. Persons who leave the pool area for over thirty (30) minutes must relinquish lounges and chairs by removing all towels and personal belongings. Saving lounges or chairs for people absent from the pool is prohibited.
21. Smoking and the use of flameless tobacco devices is prohibited in the pool area.
22. Firearms and all other weapons of any kind are prohibited in the pool area at any time.
23. Lifesaving and pool cleaning equipment may only be used for the purposes intended.
24. All persons using the pool area and are urged to cooperate in keeping the area clean by properly disposing of towels, cans, etc. Trash must be placed in trash containers located throughout the pool area.
25. NO SWIMMING PARTIES ARE PROHIBITED.
26. The pool and pool area are not for the use and enjoyment of the public but are expressly reserved for the private use and enjoyment of the Owners, family members, friends, invitees, tenants, and guests.
27. All complaints, criticisms or suggestions of any kind relating to the pool and pool area must be in writing, signed and addressed to the Property Management Company, Eden Property Management Group.
28. Solicitation of any kind is prohibited and should be reported to Management immediately.
29. All Owners and tenants, by use of the pool and pool area agree to hold the Association and Management harmless from any loss or claim arising from any occurrence, crime or act at the pool and pool area; the Association or Management shall not in any way be considered an insurer or guarantor of the security or safety of any person or any personal property within the pool area.

Additional Rules approved at the March 3, 2020 Board of Directors Meeting:

1. Basketball hoops are not permitted in the street or on the sidewalk. When done playing, it must be rolled up to the house daily.

Parking rules in effect as of March 22, 2020

- There is no parking in the turnaround areas at the Point at any time. This means the cul-de-sacs and the emergency turnarounds.
- There is no parking over the sidewalks at any time.
- Driveways cannot be blocked on the roadway at any time.
- You may park in the street between 9:00pm-midnight with a parking pass. There is no overnight parking in the streets at any time in either Communities. No Exceptions.
- There is no parking on the grass at any time.
- There is no parking in the utility areas at any time.
- There is no parking in front of the mailboxes at any time.
- There is no parking adjacent to the Fire Hydrants at any time.
- If you are having a party, 3 cars are allowed at the Cove and 5 at the Point. There is no parking on 62nd Road at anytime.
 - Starting in April, we will implement even/odd street parking April 1, 2020. The month will determine the side of the street to park on. The vehicle must park facing the direction of the traffic. The vehicle must not block neighboring driveways or mailboxes.
FAILURE TO OBEY PARKING RULES MAY RESULT IN YOUR VEHICLE BEING BOOTED OR TOWED!

Paragraph 12. Leasing of Lots — Tenants must be screened 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. Subleasing and/or room rentals of lots is prohibited. Leasing your lot without board approval may subject you to legal fees and your illegal tenant being evicted by the Association at the Owner's expense.

Paragraph 5.4 Single Family Units — Each unit shall only be occupied by no more than one family. The term "family" means a group of persons related to each other by blood, adoption, or marriage, together with any minor children entrusted to the care of such persons, or a group of two persons not related by marriage who maintain a common household, together with persons related to them by blood, adoption, or marriage together with any minor children entrusted to the care of such persons. "Family" shall also include any person residing in the dwelling who is performing childcare, nursing, housekeeping or other domestic.

services for the owner or member of the family residing therein 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 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 be 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 choose to correct the problem at the unit owner's 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 HOA; provided such business follows all governmental requirements. Paragraphs 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 the County Code, as well. All garage conversions shall be reported to the Building Department.

Paragraphs 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 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.

Paragraphs 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 % ton capacity, tractors, trailers, mobile homes, recreational vehicles (not including SUVs 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 have any substantial body damage are not permitted unless they are contained in the closed garage of the unit. ** Police, Fire Department, or other Palm Beach County Emergency Vehicles are excluded.

Paragraphs 5.5.9 Antennas and Aerials — No Antennas or aerials shall be placed upon the property unless completely inside the dwelling. Window A/C units are prohibited.

Paragraphs 5.5.10 Signs, Flags and Banners — No "for sale" signs or "for rent" signs are allowed in the yard and may only be displayed in a window of the dwelling unit. Flags, banners, pennants, and streamers may not be displayed, except that American flags may be displayed subject to requirements set by the Board as to size and location.

Paragraphs 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). Under no circumstances will dogs weighing over 75 pounds be permitted. NO PIT-BULL TERRIERS PIT-BULL TERRIER MIX OR ANY OTHER DOG OF MEAN AND 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 always 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 by their pet.

Paragraphs 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.

Paragraphs 5.8 Portable Buildings, clothes and outside clothes drying — No clothes lines or outside clothes drying is permitted. No temporary housing or building (including tents) is 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 15MPH. Also, please keep your car radio sound level to a level that will not disturb others.

These rules supersedes any previous Rules & Regulations for the Independence Point Community.

Independence Homeowners Association, Inc.
C/o Eden Property Management Group, Inc.
P.O. Box 222613, West Palm Beach, FL 33422
Phone: 561-693-2885
Email: applications@edenpmg.com

SERVICE ANIMAL / EMOTIONAL SUPPORT ANIMAL APPLICATION

This application is provided to assist in a reasonable accommodation request for yourself, a member of your household, or a guest on the premises who is a person with a disability requesting approval for an animal. HUD encourages applicants to complete applications in order to avoid miscommunication and the questions are designed to help you provide the Association with the information needed to review your request. For additional information, please visit:

<https://www.hud.gov/sites/dfiles/PA/documents/HUDAsstAnimalNC1-28-2020.pdf>

This application is comprised of several sections and helpful forms:

- 1. Emotional Support Animal (ESA) and Service Animal Documentation Requirements**
- 2. Applicant's Information**
- 3. Animal Information, License, & Health Certificate**
- 4. Policies and Procedures for Maintaining a Service Animal / Emotional Support Animal**
- 5. Reasonable Accommodation Policy**
- 6. Statement of Qualifying Health Professional**
- 7. Patient's Consent for Healthcare Provider's Release of Information**

If the Association determines that your need for a service animal is readily apparent, you will only be requested to submit current animal license and health certificate records to the Association. Review Sections 4 and 5 for Rules, Policies, and Procedures and note that failure to comply with the rules may result in a withdrawing of your animal's approval.

If you are applying for an emotional support animal, or if your need for the service animal is not apparent to the Association, in addition to animal health and license information, please submit additional information to support your request. The attached form entitled "Statement of Qualifying Health Professional" can assist you with providing the necessary information for review of your application.

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This application for Independence Homeowners Association, Inc. has been designed to assist with your reasonable accommodation request for yourself, a member of your household, or a guest who is a person with a disability that substantially limits one or more major life activities. The definition of "disability" may be found in the attached Reasonable Accommodation policy, for reference by the individual who is submitting the application, to see if you, your household member, or guest qualify as a person with a disability/handicap.

NOTE: Falsely representing an animal as a service animal or as an emotional support animal is a crime under Florida law.

Date of Request	Email Address
Name of Applicant/Resident/Participant	Telephone Number
Address	City/State/Zip Code
Unit number in the Association	Name of Unit Owner (if other than applicant)

Type of Residency (applying to purchase unit, applying to lease unit, current tenant, owner, etc.)

A disability/handicap is defined by one or more of the following: ***A physical or mental impairment that substantially limits one or more major life activities; or a record of having such impairment; or being regarded as having such impairment.***

1. Are you requesting a reasonable accommodation on behalf of yourself, a household member, or a guest on the premises in connection with a physical or mental impairment or disability?

☐ Yes ☐ No

2. On whose behalf are you requesting the reasonable accommodation?

_____.

3. What is the reason for your reasonable accommodation request?

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4. If the disability is not readily apparent, which of the following will you provide as proof of disability?

- ☐ Social Security Disability Income
- ☐ Medicare or Supplemental Security Income for a person under 65
- ☐ Veterans' Disability Benefits
- ☐ Services from a vocational rehabilitation center
- ☐ Disability benefits or services from another federal, state, or local agency
- ☐ Housing assistance or voucher due to disability
- ☐ Information confirming the disability from a healthcare professional with personal knowledge of your disability – e.g., physician, optometrist, psychiatrist, psychologist, physician's assistant, nurse practitioner, or nurse.

- See below the **Statement of Qualifying Health Professional** for guidance on information that your healthcare provider can supply to aid in your application review.

☐ Other: _____

5. What information will you provide that supports the animal does work, performs tasks, provides assistance, and/or provides therapeutic emotional support with respect to the individual's disability?

- One reliable form of documentation is a letter from a person's healthcare professional that confirms a person's disability and/or need for an animal when the provider has personal knowledge of the individual.

I am applying for the following Reasonable Accommodation (check **one** below):

- ☐ Service Animal Reasonable Accommodation
- ☐ Emotional Support Animal Reasonable Accommodation

What is the name and type of animal are you requesting to reside in your Unit?

Information obtained by the Association will be kept completely confidential as required by the Florida Statutes. The information provided will be used solely to evaluate your request for a reasonable accommodation.

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SERVICE ANIMAL / EMOTIONAL SUPPORT ANIMAL APPROVAL PROCESS

To assist the Association with your accommodation request, please complete/review the following:

- ___ 1. Provide the information requested in the "Service Animal / Emotional Support Animal Application" (pg. 1-3).
- ___ 2. Review the page titled "Policies and Procedures for Maintaining a Service Animal / Emotional Support Animal" (pg. 5).
- ___ 3. Review the "Reasonable Accommodation Policy" (pg. 6).
- ___ 4. Complete the "Service Animal / Emotional Support Animal Registration" form (pg. 7).
- ___ 5. Provide the "Statement of Qualifying Health Professional" form, fully completed by a Qualifying Health Professional along with signature (pg. 8-9) OR provide another form of legally acceptable verification of the disability/handicap and support for your disability-related need for the animal.
- ___ 6. Provide a color-copy photograph of the animal.
- ___ 7. Provide a copy of the Veterinarian's certification that all shots / inoculations are up to date.
- ___ 8. Provide a copy of the animal's training certificates and/or certifications (*if applicable*).
- ___ 9. Provide the Patient's Consent for Healthcare Provider's Authorization for Release of Information (pg. 10).
- ___ 10. Return Completed Applications to the Association's Board of Directors, whose information is located at the top of each page. The Board of Directors will decide on the final approval or denial and will notify Applicant of this approval or denial.

Periodic follow-up that may be required by the Board of Directors:

- ☐ Annual Vaccination record updates
- ☐ Periodic Review of ongoing needs (*Emotional Support Animal Only*)
- ☐ Review of any complaints regarding Service Animal / Emotional Support Animal

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**POLICIES AND PROCEDURES FOR MAINTAINING A SERVICE
ANIMAL / EMOTIONAL SUPPORT ANIMAL**

If your request for a reasonable accommodation is granted, the Association reserves the right, pursuant to Florida Law, to withdraw this approval at any time should the service animal or emotional support animal become a nuisance to others, which includes, but is not limited to: barking, biting, aggressive behavior, attacking, owner's failure to properly dispose of excrement or waste, failure to comply with all state and local ordinance and statutes, not maintaining the animal on a leash at all times when outside of the unit, insect/extermination issues and/or sanitation/odor problems.

Additionally, the approval of the animal may be withdrawn if the requesting party is no longer disabled. Further, the applicant/owner is required to provide updated medical information concerning his/her disability (if such disability is not permanent), current and annual vaccination records, immunization and Veterinarian records for the animal, all certifications or trainings the animal possesses, as required by the Board of Directors.

Failure to comply with any of these requirements shall be grounds to withdraw the approval of the animal. Owner is solely responsible for any and all damages caused by the animal, whether to person or property.

All information received by the Association in conjunction with a disabled Owner's or Resident's request for reasonable accommodation will be kept confidential in compliance with Florida Statute.

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REASONABLE ACCOMMODATION POLICY

Please be advised that this Association has strict rules regarding animals and pets within the community, and the Association is required by law to enforce these rules. Many people chose to move into this community because they have allergies or other health issues related to animals. Therefore, anyone requesting a service or companion animal must follow the application and approval process set forth herein.

You have indicated that you, or a member of your household, need a reasonable accommodation because of a disability/handicap in connection with a Unit located at Independence Homeowners Association, Inc. In order to protect the health and safety of all residents in our community, it is the responsibility of the Association to obtain the necessary information to evaluate the requested accommodation to the current policies and rules.

If an individual's disability/handicap is obvious and if the request for accommodation is also apparent, the Association will not request any additional information about the requester's disability/handicap or the related need for the requested accommodation. If an individual's disability/handicap is not obvious, after reviewing the submitted request form, the Association may request reliable information that is necessary to verify that the requester has a physical or mental impairment that substantially limits one or more major life activities.

Please take this policy and the attached Authorization for Release of Information to your healthcare provider or other appropriate individual, clinic or agency so that a professional with expertise in the area of the proposed disability and who has personal knowledge of the proposed disability, may provide verification of the disability through the use of the Association's forms.

To the extent a disability/handicap is not permanent, the Association may periodically request additional or updated medical information as it deems necessary, to determine if there is a continued need for the requested accommodation. The Association may also request updated vaccination records and certificates, as applicable.

Please be aware that some disabilities may be temporary and resolve in time. When that is the case, YOU WILL BE REQUIRED TO REMOVE THE ANIMAL FROM THE HOME after periodic renewal and finding that the disability no longer exists.

Additionally, since an individual's need for an accommodation may change over time as a result of changes in the individual's own level of disability/handicap or impairment, treatments, and/or other circumstances affecting the individual, it is your responsibility to notify the Association if you need, or no longer need, a reasonable accommodation. Please note that owners are not permitted to have more than one support animal, unless the distinction of separate needs for each animal has been established. A separate form is required for each animal.

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SERVICE ANIMAL / EMOTIONAL SUPPORT ANIMAL REGISTRATION

OWNER'S NAME _____ UNIT # _____
ANIMAL'S NAME _____ BREED _____
COLOR _____ WEIGHT _____ ☐ MALE ☐ FEMALE
DATE ANIMAL WAS ACQUIRED _____
VETERINARIAN'S NAME _____ PHONE # _____
EMERGENCY CONTACT'S NAME _____ PHONE # _____
DOES THE ANIMAL HAVE ANY INDIVIDUALIZED TRAINING AND/OR CERTIFICATIONS?
☐ YES ☐ NO

ATTACH:

- ☐ COPY OF PHOTOGRAPH OF THE ANIMAL
- ☐ COPY OF VETERINARIAN'S CERTIFICATION THAT ALL SHOTS/INOCULATIONS ARE UP TO DATE

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STATEMENT OF QUALIFYING HEALTH PROFESSIONAL

1. My name is _____.
2. I am licensed by the State of _____ and my license # is _____.
3. My practice specialty is _____.
4. My office is located at _____.
5. I am the healthcare provider treating _____
(hereinafter "Patient"). I began treating Patient on _____.
6. On or about _____, I diagnosed Patient within a reasonable degree of medical certainty as suffering from a physical and/or mental disability/handicap. **(CIRCLE ALL THAT APPLY)**.
7. Within a reasonable degree of medical certainty, I have concluded that Patient's medical/mental condition substantially limits Patient's major life activities as follows:
(list the major life activities affected by the disability):

8. I prescribe a service animal or emotional support animal **(CIRCLE ONE)** as part of Patient's medical treatment.
9. The (service animal / emotional support animal / reasonable accommodation) is medically necessary and will assist Patient and will ameliorate the symptoms of one or more major life activities in the following ways (please state specifics):

10. It is my medical opinion that Patient is handicapped as that term is defined under the Fair Housing Act and Florida Fair Housing Act**, and the animal is medically necessary to afford Patient an equal opportunity to use and enjoy the unit/home.
11. This statement is made to induce Independence Homeowners Association, Inc. to make substantial and material alterations to the Association's use restrictions based upon a medical, mental and/or physiological disability/handicap substantially limiting one or more of Patient's major life activities which does not include current, illegal use or addiction to a controlled substance.

Signature of Health Professional

Printed Name

**Independence Homeowners Association, Inc.
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**** The Federal Fair Housing Act (42 U.S.C. 3602) defines the term handicap as follows:**

"Handicap" means, with respect to a person -

- (1) A physical or mental impairment which substantially limits one or more of such person's major life activities,**
- (2) A record of having such impairment, or**
- (3) Being regarded as having such impairment, but such term does not include current illegal use of or addiction to a controlled substance.**

**** The Florida Fair Housing Act (Fla. Stat. 760.22) defines the term handicap as follows:**

(7) "Handicap" means:

- (a) A person has a physical or mental impairment which substantially limits one or more major life Activities, or he or she has a record of having, or is regarded as having, such physical or mental Impairment; or**
- (b) A person has a developmental disability as defined in s. 393.063.**

Independence Homeowners Association, Inc.
C/o Eden Property Management Group, Inc.
P.O. Box 222613, West Palm Beach, FL 33422
Phone: 561-693-2885
Email: applications@edenpmg.com

Patient's Consent for Healthcare Provider's Release of Information

Healthcare provider's name: _____

Address: _____

Telephone number: _____

I, _____, hereby provide my consent to _____, my healthcare provider, so that they may speak with an authorized representative of Independence Homeowners Association, Inc. in conjunction with my Service Animal / Emotional Support Animal Application if it is necessary for clarification of statements in the Statement of Qualifying Health Professional. I understand that the only information my healthcare provider is permitted to release is that which is related to my need for the service or companion animal. The healthcare provider will not be requested to state my medical diagnosis, only the ways in which my disability substantially limits one or more major life activities, and the reason(s) I need the animal.

Requesting Party's Signature

Date

Printed Name of Requesting Party