



Eagle Palms Homeowners Association, Inc.

Sales Application

*** This application must be completed by the owner of the unit and returned to the Association no less than thirty (30) days prior to the sale date listed. Eagle Palms BOD will review the sales application within fifteen (15) to thirty (30) business days from receipt of the sales application & uniform sales addendum, including the Fair Credit Reporting Act compliant comprehensive criminal background report for each prospective owner or occupant over the age of 18, and payment of a processing fee of \$25.00 payable to Eagle Palms HOA. In lieu of the Owner or occupant providing the requisite background checks, Wise Property Management will obtain a background check upon receipt of a fee of \$40.00 per person payable to Eagle Palms as well as an executed background check authorization form for each person, which form can be obtained from the Association's manager.***

Address of Unit to be purchased _____ Date of Closing: _____

Owner's Name: _____

Owner's Phone: Home _____ Work _____ Cell _____

Owner's Mailing Address _____

Realtor's Name _____

Realtor's Phone: Home _____ Work _____ Cell _____

Realtor's Mailing Address _____

If more than one homeowner or occupant will reside in the Unit under the proposed sales application, please complete the following information for each homeowner/occupant.

First Homeowner/ Occupant Information

Name _____

Current Address _____

Social Security Number _____ Military? Y / N (circle)

Phone: Home _____ Work _____ Cell _____

Second Homeowner/Occupant Information

Name _____

Current Address _____

Social Security Number _____ Military? Y / N (circle)

Phone: Home _____ Work _____ Cell _____

Third Homeowner/Occupant Information

Name _____

Current Address _____

Social Security Number _____ Military? Y / N (circle)

Phone: Home _____ Work _____ Cell _____

Fourth Homeowner/Occupant Information

Name _____

Current Address _____

Social Security Number _____ Military? Y / N (circle)

Phone: Home _____ Work _____ Cell _____

PERMITTED VEHICLES:

Year/Make/Model/Tag#: _____ / _____ / _____ / _____

Year/Make/Model/Tag#: _____ / _____ / _____ / _____

Year/Make/Model/Tag#: _____ / _____ / _____ / _____

Year/Make/Model/Tag#: _____ / _____ / _____ / _____

PETS ALLOWED: ☐ YES ☐ NO

PERMITTED PETS: NUMBER: _____ TYPE: _____

DESCRIPTION: _____ Weight: _____

DESCRIPTION: _____ Weight: _____

Homeowner(s) Criminal Background

Has any homeowner been convicted of any felony involving violence, theft, property damage or sexual misconduct, or been incarcerated as a result of such convictions in the past?

YES:___ NO:___ NAME OF HOMEOWNER(S):_____

Convictions of potentially disqualifying felonies within the relevant time period may, but will not always, result in the denial of the Sales Application. At the option of the applicant, the Association will consider the following factors, without exclusion, on a case by case basis when determining whether to approve the Lease Application:

- i. The facts or circumstances surrounding the conviction(s);
- ii. The age of the individual at the time of conviction(s);
- iii. The total number of conviction(s);
- iv. The record and conduct of the individual subsequent to conviction(s);
- v. Evidence of rehabilitation efforts;
- vi. Character references; and
- vii. Any other relevant factors.

Minor Occupants

Please list any persons under the age of eighteen (18) who will occupy the Unit.

- Name_____ Age_____ Relationship to Tenant_____
- Name_____ Age_____ Relationship to Tenant_____
- Name_____ Age_____ Relationship to Tenant_____

By signing this application, I declare under penalties of perjury that I have received and reviewed the Declaration of Covenants and Restrictions for Eagle Palms Subdivision, the Articles of Incorporation of Eagle Palms Homeowners Association, Inc., the Bylaws of Eagle Palms Homeowners Association, Inc., and the Eagle Palms Homeowners Association, Inc. Rules and Regulations, all as amended from time to time, and I agree to abide by and comply with all covenants, conditions, and restrictions contained therein.

By signing this application, I further declare under penalties of perjury that the information and documentation provided in connection herewith is true and accurate to the best of my knowledge. I understand that any false or misleading statement will result in the denial of my Sale Application without further cause.

Signature of Tenant/Occupant: _____ Date: _____

Signature of Tenant/Occupant: _____ Date: _____

Signature of Tenant/Occupant: _____ Date: _____

Signature of Owner/Occupant: _____ Date: _____

Signature of Owner/Occupant: _____ Date: _____

Signature of Owner/Occupant: _____ Date: _____

NOTE: THIS APPLICATION MUST BE COMPLETED BY THE OWNER OF THE UNIT OR THE PROPOSED OCCUPANT AND RETURNED TO THE ASSOCIATION WITH A FAIR CREDIT REPORTING ACT COMPLIANT COMPREHENSIVE CRIMINAL BACKGROUND REPORT FOR EACH PROSPECTIVE HOMEOWNER OR OCCUPANT OVER THE AGE OF 18, AND PAYMENT OF AN APPLICATION FEE OF \$75.00 PAYABLE TO Eagle Palms Homeowners Association.

Eagle Palms Homeowners Association, Inc.
Uniform Sales Addendum

The Declaration of Covenants and Restrictions for Eagle Palms Subdivision, the Articles of Incorporation of Eagle Palms Homeowners Association, Inc., the Bylaws of Eagle Palms Homeowners Association, Inc., and the Eagle Palms Homeowners Association, Inc. Rules and Regulations, all as amended from time to time (together the "Governing Documents"), are incorporated into this Lease. Tenant(s) acknowledge that they have read and understand the Governing Documents and Tenant(s) agree to abide by the covenants and restrictions contained therein.

If the owner, occupant or any guest or invitee of the tenant fails to comply with the Governing Documents, the Eagle Palms Homeowners Association, Inc. ("Association") shall have the right to take any action against the owner or occupant which the Association may be entitled under Florida law or under the Governing Documents to take against the Owner of the Unit. Such rights may include, but are not limited to, imposing fines against the homeowner and suspending the homeowner's right to use or access any common elements.

In the event that the Association takes action to enforce the Governing Documents against any owner or occupant, any person residing in the Unit or any guest or invitee of a resident of the Unit, the Association shall not be liable to the tenant, resident, guest, invitee or Owner for any loss or damages arising from or connected with such actions.

Each Owner and occupant shall be responsible for the acts and omissions, whether negligent or willful, of any owner or person residing in the Unit, and for all guests and invitees of any such owner or residents, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Elements or to Units, or any liability to the Association, the Owner, tenant and/or occupant shall be jointly liable for the same and shall defend, indemnify and hold harmless the Association from all such claims and damages. In addition, the Owner and any person residing in the Unit, including all guests and invitees of any such resident, may be assessed for any damage to the Common Elements or to Units, and the Owner and/or occupant shall be jointly liable for payment of such assessment.

All Owners and occupants shall provide the Association with written notice of any guest or invitee who is not identified on the Sales Application and who will reside in the property for more than thirty (30) consecutive days. Such notice shall state the name and age of the proposed occupant, the relationship of the proposed occupant to the Owner or tenant, and the length of time during which the proposed occupant will reside in the Unit.

Signature of Tenant: _____ Date: _____

Signature of Tenant: _____ Date: _____

Signature of Tenant: _____ Date: _____

Signature of Tenant: _____ Date: _____

Signature of Owner: _____ Date: _____

Signature of Owner: _____ Date: _____