



Cherry Lane Homeowners Association, Inc.

Dear Prospective Owner or Tenant,

Enclosed you will find an application from Cherry Lane Homeowners Association, Inc. which must be completed in its entirety. This is MANDATORY for all prospective owners/tenants. There is a \$175.00 non-refundable application fee per applicant/occupant age 18 or over (\$175.00 per married couple) to Florida Management Pro's, Inc. (money order, cashier's check or cash; we do not accept personal checks); which must be submitted with the application. A copy of marriage certificate is required if married with different last names. The application fee covers the application process only; all other charges for estoppels or condo questionnaires are not included. Be sure to provide a copy of driver's license(s) / ID for all applicants age 18 or over along with your purchase contract or lease agreement. All paperwork must be legible and complete to avoid any delay in your approval.

The application must be submitted to the Association Management Company for processing and final approval by the Board of Directors. You MUST have the Certificate of Approval before taking physical possession of the property. You will receive a written Certificate of Approval after the background investigation. All Rules & Regulations of the Association are effective immediately upon your application approval by the Board of Directors. Any additional persons that move in after the approved move-in date and are not listed on the original application must also complete an application along with the required fee.

If you have any questions or problems completing this application, Florida Management Pro's, Inc. can be reached at (561) 721-3511. Thank you in advance for your cooperation!

Sincerely,
Heather Giessen
Administrative Assistant
heather@callfmp.com
cc: Board of Directors

Updated 6/28/2023

Cherry Lane Homeowners Association, Inc.

Application for Purchase or Lease

Must be filled out COMPLETELY!

CIRCLE ONE: PURCHASE / RENTAL

Address of Unit _____

◀ **Applicant № 1:**

First Name _____

M. Initial _____

Last Name _____

Date of Birth _____

Social Security No. _____

Driver's License No. _____

Phone Number (CELL) _____

Phone Number (ALTERNATE) _____

Expected Closing/Move-In Date _____

Email Address _____

◀ **Applicant № 2:**

First Name _____

M. Initial _____

Last Name _____

Date of Birth _____

Social Security No. _____

Driver's License Number _____

Have you ever been arrested for a felony? Applicant № 1: Yes _____ No _____ Applicant № 2: Yes _____ No _____

Have you ever been convicted of a felony? Applicant № 2: Yes _____ No _____ Applicant № 2: Yes _____ No _____

If you have answered yes to any of the above questions, please explain the circumstances regarding the situation on a separate sheet of paper.

Will the above-listed person(s) be the only occupants? Yes _____ No _____ If no, list additional occupants with Date of Births and Social Security Numbers below. *(If under 18 yrs., you do not have to include Social Security Numbers.)*

Number of Occupants to live in Residence _____

Name: _____ DOB: _____ SS#: _____

Name: _____ DOB: _____ SS#: _____

Name: _____ DOB: _____ SS#: _____

Cherry Lane Homeowners Association, Inc.

◀ **RESIDENCE HISTORY:**

Current Address _____ City/State _____ Zip Code _____

Area Code/Phone Number _____ Own/Rent _____ How Long? _____

Name and Address of Present Landlord _____ Area Code/Phone Number _____

Previous Address (include landlord and apartment community) _____ Area Code/Phone Number _____ How Long? _____

◀ **EMPLOYMENT HISTORY:**

1. _____
Current Employer _____ Occupation _____ How Long? _____

Address _____ Phone Number _____

2. _____
Previous Employer _____ Occupation _____ How Long? _____

Address _____ Phone Number _____

1. _____
Co- Applicant Current Employer _____ Occupation _____ How Long? _____

Address _____ Phone Number _____

2. _____
Co-Applicant Previous Employer _____ Occupation _____ How Long? _____

Address _____ Phone Number _____

Cherry Lane Homeowners Association, Inc.

VEHICLE INFORMATION:

◀ Vehicle № 1:

MAKE

MODEL

YEAR

COLOR

STATE

PLATE #

◀ Vehicle № 2:

MAKE

MODEL

YEAR

COLOR

STATE

PLATE #

◀ ◀ ◀ Each unit has two (2) assigned parking spaces. You will be given a temporary parking pass for no more than 30 days. Within 30 days you must have your driver's license and vehicle registration(s) changed to the property address. Once this is done, you will be given a permanent parking permit. Parking permits are to be placed on the inside front windshield driver's side bottom corner. If you do not have a temporary parking pass or permanent parking permit on your vehicle your vehicle will be subject to towing. All costs will be the responsibility of the vehicle owner.

NO ADDITIONAL VEHICLES ARE PERMITTED TO PARK AT CHERRY LANE HOMEOWNERS ASSOCIATION; TWO VEHICLES ONLY. Guest parking is for guests only. Any guest of the unit owner/tenant staying seventy-two (72) hours must inform the Association and get a free guest-parking pass. Failure to do so may cause the vehicle to be towed at the vehicle owner's expense.

X _____
Applicant Signature

Date

X _____
Co-Applicant Signature

Date

Cherry Lane Homeowners Association, Inc.

PARKING REQUIREMENTS

To obtain permanent parking decals from your Association you must have your driver license and vehicle registration changed to the property address.

Please note that Florida Law requires your address to be changed within ten (10) days of moving. Due to Florida Law the Association extends the following courtesies to you while going through the moving process.

1. You will receive a temporary parking permit for 30 days. The 30 days will give you enough time to have your driver's license and registration changed to the property address.
2. When you bring your driver(s) license and registration(s) with the correct address change back to our office, you will then be issued a permanent decal.

◀◀ Permanent Parking Decal Charges are as follows (**CASH ONLY**):

**No Charge for first two (2) permanent decals.
Replacement \$40.00 each**

Failure to follow the above guidelines will result in Park Smart (Parking Enforcement) tagging and towing your vehicle away at vehicle owners' expense.

By signing below, you understand and agree to the terms to obtain permanent parking permits and the penalty involved if the 30-day requirement is not fulfilled.

x _____
Applicant Print Name

x _____
Applicant Signature

Date

x _____
Co-Applicant Print Name

x _____
Co-Applicant Signature

Date

Residents Please Be Advised
CHERRY LANE PARKING GUIDELINES

THE BELOW GUIDELINES WILL BE ENFORCED THROUGHOUT THE PROPERTY:

- PARKING PERMIT STICKERS ARE TO BE PLACED ON THE INSIDE OF THE VEHICLE, DRIVERS SIDE BOTTOM CORNER OF THE FRONT WINDSHIELD.
- YOU MUST HAVE A PARKING PERMIT OR A TEMPORARY PARKING PASS TO PARK IN RESIDENT PARKING.
- TO OBTAIN A PARKING PERMIT YOUR DRIVERS LICENSE AND VEHICLE REGISTRATIONS MUST MATCH THE PROPERTY ADDRESS.
- GUEST PARKING IS FOR GUESTS ONLY. IF YOU HAVE A GUEST THAT WILL BE STAYING LONGER THAN 72-HOURS (3-DAYS) YOU WILL NEED TO OBTAIN A GUEST PARKING PASS FROM FMP. EMAIL CARA OR HEATHER OR CALL THE OFFICE.
- ALL VEHICLES MUST BE PROPERLY REGISTERED.
- ALL VEHICLES MUST BE MAINTAINED IN PROPER WORKING ORDER. NO INOPERABLE VEHICLES ARE PERMITTED TO BE STORED ON THE PREMISES.
- VEHICLES LARGER THAN ONE-TON OR TWO-AXLES NOT PERMITTED.
- LARGE TRUCKS, BOATS AND BOAT TRAILERS, MOTOR HOMES, BUSES AND OTHER SUCH VEHICLES SHALL NOT BE ALLOWED TO PARK OVERNIGHT IN ANY PARKING AREAS, EXCEPT AS ALLOWED BY THE ASSOCIATION AND WRITTEN APPROVAL IS REQUIRED.

IF ANY OF THE THESE GUIDELINES ARE VIOLATED YOU WILL RECEIVE A WARNING. **YOU ONLY WILL RECEIVE ONE-WARNING PER OFFENSE BEFORE YOUR VEHICLE IS SUBJECT TO TOW AT OWNERS' EXPENSE.** PLEASE COMMUNICATE WITH CARA TEZANOS (cara@callfmp.com) OR HEATHER GIESSEN (heather@callfmp.com) IF YOU HAVE ANY PROBLEMS OR CONCERNS. WE ARE HERE TO HELP!

AUTOMATIC TOWS:

- NO PLATE ON VEHICLE
- PARKED IN FRONT OF FIRE HYDRANT
- PARKED ON GRASS
- PARKED ON SIDEWALK
- NOT PARKED IN A PARKING SPACE
- DOUBLE PARKED VEHICLES
- PARKED IN FRONT OR AROUND MAILBOXES
- PARKED IN FRONT OR AROUND TRASH RECEPTACLES

X _____

X _____

PET REGISTRATION FORM

**MUST HAVE A CURRENT 5X7 COLOR PICTURE &
UPDATED VACCINATION CERTIFICATE**

TWO PETS PER DWELLING; NO PETS OVER 40LBS AT MATURITY

OWNER/TENANT NAME: _____ UNIT#: _____

ANIMAL INFORMATION:

☐ Dog(s)
Total Number _____

☐ Cat(s)
Total Number _____

◀ PET № 1:

Pet Name: _____ Age: _____ Weight: _____
40LB MAXIMUM

☐ Male ☐ Female
☐ Neutered Male ☐ Spayed Female

Color: _____

Dog:
Primary Breed: _____ Secondary Breed: _____

Cat Breed (if known): _____ ☐ Long Hair ☐ Medium Hair ☐ Short Hair

◀ PET № 2:

Pet Name: _____ Age: _____ Weight: _____
40LB MAXIMUM

☐ Male ☐ Female
☐ Neutered Male ☐ Spayed Female

Color: _____

Dog:
Primary Breed: _____ Secondary Breed: _____

Cat Breed (if known): _____ ☐ Long Hair ☐ Medium Hair ☐ Short Hair

◀◀◀ PALM BEACH COUNTY RABIES LICENSE TAG NUMBER:

◀◀◀ (Required by Palm Beach County Ordinance 98-22)

Pet 1: County License Tag# _____ Pet 2: County License Tag# _____

Cherry Lane Homeowners Association, Inc.

Applicant Authorization

I hereby authorize and request any present or former landlord, employer, school, police department, financial institution, agency or other persons having personal knowledge about me, to furnish bearer with any and all information in their possession regarding me in connection with an application for residence.

I hereby authorize Application Processing Service, Inc. to obtain and verify such information including accessing consumer reporting agencies as well as performing a criminal and eviction record search.

I have been notified that a consumer report will be requested and understand that the information that Application Processing Service, Inc. obtains is to be used in the processing of my purchase or lease application.

I hereby release and hold harmless Application Processing Service, Inc., its affiliates, employees and agents and any other organization that provides information from any and all liabilities arising out of the use of such information in connection with Application Processing Service, Inc.

x _____
Applicant Print Name

x _____
Applicant Signature

Date

x _____
Co-Applclicant Print Name

x _____
Co-Applclicant Signature

Date

Cherry Lane Homeowners Association, Inc.

Applicant Attestation and Signature

I hereby certify that all information in this application is correct. I authorize my current and former employers, any credit information agency, any state driver license agency, any prior HOA or Condominium or apartment manager, any bank, or any court, to furnish records of my service, credit, driver's license, residency, bank account information and/or criminal information, together with all such other information as those agencies may have on me, whether on record or not. I further permit the Board of Directors of Cherry Lane Homeowners Association, Inc. to conduct such investigation as it deems appropriate and to obtain any record concerning me from any agency, and hereby forever release and discharge from any claims, liability, actions for damages, compensation or otherwise, known or unknown, the Board of Directors of Cherry Lane Homeowners Association, Inc., its officers, agents, and employees and all other persons acting on its behalf, any person or agency furnishing said information as a result of the investigation of this application or arising out of the disclosure of any information concerning the investigation of this application. A reproduced copy of this release shall be valid as the original copy. I further understand that the Board of Directors is without the power to grant rule exceptions.

I understand that I must contact the Association Manager to arrange an appointment for a personal interview with the Board of Directors.

In making this application, I am aware that the decision of the Board of Directors will be final, and no specific reason need be given for the decision of the said Board.

x _____
Applicant Print Name

x _____
Applicant Signature

Date

x _____
Co-Applciant Print Name

x _____
Co-Applciant Signature

Date

Cherry Lane Homeowners Association, Inc.

- I have received, read, understand, and agree to comply with the Rules & Regulations of Cherry Lane Homeowners Association. I understand it is my responsibility to inform my guest(s) of such rules and regulations as I will be held accountable for their actions.
- I understand that the Rules & Regulations can be amended or changed for the association by the Board of Directors from time to time.
- I understand that I will be advised by the Board of Directors of either acceptance or denial of this application. Furthermore, I understand that approval of this application is conditioned in part upon truth and accuracy. Any misrepresentation or false information on these forms will result in the automatic disqualification of my application. Occupancy prior to board approval is strictly prohibited.
- I understand the application process can take 7-10 days and agree to not occupy the premises prior to certificate of approval being issued.
- Resales:
 - *I have received, read, understood and agree to comply with the Governing Documents and the Rules & Regulations. Under Florida Law, I understand it is the seller's responsibility to provide me with these items.*
 - *I will provide the association with a copy of my Closing Statement and or Warranty Deed withing 14-days after closing.*
- Any vehicle found parked or driving through lawn areas or sidewalk areas will be subject to immediate towing of the vehicle at the owner's expense. This includes all vehicles and applies to every owner and tenant. Invited guests and service personnel are subject to the same rules and regulations and must be notified of these rules by owner and or tenant.
- I understand that the pet restrictions for this community are as follows:
 - *No aggressive breeds are permitted on the property at any time.*
 - *I may not have a pet that is in excess of forty pounds at maturity.*
 - *I may not have more than two (2) pets.*
 - *I agree to walk my pet on a leash and pick up their droppings at all times.*
- I undersand that the outside of my unit cannot be changed.
- I understand that the minimum lease is 12 months. The must be evidenced on the lease agreement.
- I understand that if the owner of the unit falls behind, or otherwise becomes delinquent on any payment obligation to the Association, upon notification by the Association I will tender my rental payments to the Association and will receive a receipt to provide my land lord so that the amount can be credited against my rental payment obligation to the landlord.
- I understand that should I fail to tender my rent to the Association upon demand I can be evicted by the Association.
- Water and cable are not included in maintenance fee.
- Building insurance is included in maintenance fee. You will need to obtain an HO6 policy for the interior of the home. For insurance information you can contact our agent, Beth Underwood with Underwood Agency at 772-778-0909 or via email at bethinsurance@aol.com.

X _____

X _____

Cherry Lane Homeowners Association, Inc.

RESALE DISCLOSURE SUMMARY

- As a purchaser of property in this community you will be obligated to be a member of a Homeowner's Association.
- There have been recorded restrictive covenants governing the use and occupancy of properties in this community.
- You will be obligated to pay assessments to the association, which assessments are subject to periodic change.
- Your failure to pay these assessments could result in a lien on your property.
- There is not an obligation to pay rent or land use fees for recreational or other commonly used facilities as an obligation of membership in the Homeowner's Association.
- The restrictive covenants cannot be amended without approval of the Association Membership.
- The statements contained in this disclosure form are only summary in nature, and, as a prospective purchaser, you should refer to the covenants and the Association Governing Documents.

Date

X _____
APPLICANT PRINT NAME

X _____
APPLICANT SIGNATURE

X _____
CO- APPLICANT PRINT NAME

X _____
CO-APPLICANT SIGNATURE

Cherry Lane Homeowners Association, Inc.

Rules & Regulations

1. No Owner or Lessee shall create or permit any disturbance that will interfere with rights, comforts or convenience of others.
2. Offensive pets may be removed by the Association after notice to the owner. If it becomes necessary to institute legal action to remove such a pet, the prevailing party shall be entitled to recover the cost of the proceedings and reasonable attorneys' fees. Pets shall be restricted to no more than two pets per dwelling. A pet shall mean a dog or cat which shall not exceed forty (40) pounds. All pets shall be on a leash when not confined within the owner's townhouse or courtyard. Pets shall be walked in areas not to inconvenience others. Any large animals over 40 pounds are under no conditions permitted anywhere in Cherry Lane. No commercial business with animals shall be permitted.
3. For sanitary reasons, all trash shall be in a plastic bag and tied securely before being placed in the receptacles furnished. Children that cannot reach the top of the receptacle must not be permitted to put trash in the receptacles. Florida law does not permit paint cans, thinner containers, batteries, tires, florescent bulbs or anything flammable to be put in the receptacles. Owner or tenant must dispose of all furniture, mattresses and appliances at their own expense. Boxes must be crushed or cut up before placing them in the receptacle. **NOTHING AT ALL** is to be left outside the receptacle at any time as **THEY WILL NOT EMPTY THE RECEPTACLE**. No paper sacks or metal garbage cans are permitted outside the courtyard or townhouse.
4. Recycling containers are provided. The blue one is for glass, plastic and aluminum cans; all lids of containers are to be removed and put in the trash receptacle and all items are to be rinsed out before putting them in the container. The yellow one is for newspapers, magazines and cut up corrugated boxes.
5. Barbecue cookers and grills shall be used in courtyards only. No **"FOR SALE"** or **"FOR RENT"** signs can be affixed to the balconies or fence. They can be displayed **INSIDE** the unit windows only. This also applies to **"REALTOR"** signs.
6. No clothes or similar articles shall be hung on balconies, fences or outdoors for any purpose whatsoever, except within the owners' courtyard below the height of the fence. No lumber, building structure or roofs are to be above the fence line. Umbrellas and plants may be above the fence line. Screen enclosures must be approved by the Board of Director and must all be of the same design. No air-conditioners will be permitted in any of the windows; they are an eyesore and cause water damage to the building. Fences must be in good repair always. A complete new fence may be installed with heavy duty pressure treated lumber and must be of the existing fence, unless already replaced with pressure treated lumber, at time of repairs. No exterior changes can be made to building. Balcony rails must be kept in repair by owner. All trees in the courtyard must be trimmed away from the shakes at least 3 feet to minimize expense to shakes. If this is not done, the Association has the right to cut such trees and bill the owner for the expense to protect the shakes, which expense shall be an individual assessment against the owner. All plants on the balconies must be kept away from the shakes.
7. Bicycles, toys or clutter **SHALL NOT** be left outside the courtyard at **ANY TIME**. Bicycles, toys and such clutter so left will be impounded. Such articles must be stored within the owners or tenants' townhouse or courtyard. No tents are to be erected without special permission for a designated period only.

8. There shall be no disassembling or assembling of motor vehicles except for ordinary maintenance, such as changing of a tire or battery. **NO oil changes or mechanical repairs may be made to a vehicle while parked in Cherry Lane.**
9. Each unit has two (2) assigned parking spaces. You will be given a temporary parking pass for no more than 30-days. Within 30-days you must have your driver's license and vehicle registration changed to the property address. Once this is done, you will be given a permanent parking permit. If you do not have a temporary parking pass or permanent parking permit on your vehicle your vehicle will be towed off the property. There is a \$40.00 replacement fee for parking permits. **NO ADDITIONAL VEHICLES ARE PERMITTED TO PARK IN CHERRY LANE; TWO VEHICLES ONLY.** You must make your own arrangements for such vehicles.
10. No vehicles larger than one ton or two axles are permitted. Large trucks, boats and boat trailers, motor homes, buses and other such vehicles shall not be allowed to park overnight in any parking areas, except as allowed by the Association. Any motor home left in Cherry Lane must have prior **BOARD APPROVAL** for one night for loading, and one night for unloading. All motor vehicles must be maintained so as not to create an eyesore in the community, which eyesore shall be determined in the sole discretion of the Board of Directors. All motor vehicles must be properly and currently registered, licensed and shall be maintained in proper working order (i.e., no inoperable motor vehicles are permitted to be stored on the premises). Any motor vehicles determined by the **BOARD** to be an eyesore, not properly and currently registered, licensed, without permit, or not in proper working order shall be subject to towing at the vehicle owners expense.
11. All vehicles must be properly parked always. Improperly parked vehicles are subject to towing at the vehicle owners expense. **NEVER DRIVE ON THE GRASS IN CHERRY LANE. YOU WILL BE SUBJECT TO THE REPAIR BILLS. IMPROPERLY PARKED VEHICLES ARE VEHICLES PARKED IN THE FOLLOWING MANNER:**
 - A. Parked on the grass.
 - B. Parked in another resident assigned parking space without that residents express "written" permission.
 - C. Parked in front or around the trash receptacles.
 - D. Parked in front or around the mailboxes.
 - E. Parked in a guest space for more than 3 days without parking permit.
 - F. Parked in any way to impede proper use of the parking facilities.
 - G. Owner's or Tenant's vehicles parked without resident parking decals.

If you do not abide by the above rules related to proper parking, you will be towed at your expense.

12. Parents shall be held responsible to the **ASSOCIATION** for **ANY DAMAGE TO THE COMMON AREA CAUSED BY THEIR CHILDREN**, especially to the trees and sprinkler system. Tenant's landlord will be responsible for the damage caused by the tenant and/or children. **There shall be no swimming in the lake!**
13. **OWNER LIABILITY CLAUSE** – If an owner or owner's tenant damages property belonging to the Association, the owner will be held responsible for all necessary repairs at the owners expense, which expense shall be an individual assessment against the owner. The Association Board of Directors will see that all repairs are made and charge the expense to the owner. If not paid, the Association may collect the assessment in the manner provided in the Declaration, By-Laws, and Articles of Incorporation, which may include the filing of a lien against the owner's property.
14. **Prior to transfer of a unit or occupancy of a unit in Cherry Lane, every proposed new owner or tenant must attend an orientation meeting. You will do this with the property manager of the Association. A Certificate of Approval will be issued once orientation has taken place. All Rules**

and Regulations of the Association are effective immediately upon your application approval. Any additional persons that move in after move-in date and is not listed on original application must then go through approval process.

15. At the time of any mortgage or transfer of any unit, mortgagor or new owner is required to give notice to the Association on forms prescribed by the Association of the following:
- A. The name of the individual entitled to cast votes on Association matters as set out in the By-laws, Article 11, E,2.
 - B. The names and addresses of all owners of the unit.
 - C. The names and addresses of all mortgages of the unit.
 - D. This must be done in accordance with the By-Laws.
 - E. This must be done for insurance purposes.
16. ***MAINTENANCE FEES:*** Are due the first of each month.
17. ***ENFORCEABILITY OF RULES:*** If any rule or portion of a rule is determined to be invalid and unenforceable, the remaining portion of that rule or any other rules shall remain valid and enforceable.

x _____
APPLICANT PRINT NAME

x _____
APPLICANT SIGNATURE

x _____
CO- APPLICANT PRINT NAME

x _____
CO-APPLICANT SIGNATURE