WHISPER WALK SECTION C ASSOCIATION, INC.
EASTGATE

c/o Seacrest Services, Inc.
2101 Centrepark West Drive Suite 110
West Palm Beach, FL 33409
561-565-6368

APPLICATION

FOR PURCHASE / LEASE

_____/_____/_____

EXPECTED CLOSING DATE

_____/_____/_____ _____/_____/_____

LEASE DATES

_____

ADDRESS OF PROPERTY

WHISPER WALK SECTION C ASSOCIATION, INC.
EASTGATE

_____/_____/_____
Date of Closing / Move-In Date

_____
Current Owner

_____
Current Owner Number

_____
Street Address of Unit

_____
Purchaser's - Lessee Name(s)

_____
Purchaser's - Lessee Contact Number

_____
Purchaser's - Lessee Email Address

_____
Realtor Name

_____
Realtor's Number

_____
Realtor's Superior's Name

_____
Realtor's Superior's Contact Number

$_____
Purchase Price of Unit – Lessee Monthly Rent

$_____
Deposit Amount (Must be a minimum of 20% via escrow letter)

APPLICATION CHECKLIST

PLEASE DO NOT OMIT ANY REQUESTED INFORMATION WHEN COMPLETING THE APPLICATION. NO ONE MAY MOVE IN OR HAVE A CLOSING WITHOUT THE SPECIFIC WRITTEN APPROVAL OF THE ASSOCIATION.

Applicants MUST allow thirty (30) days from the date of receipt to the desired "move-in" closing date.

1. A copy of the ACTUAL SALES CONTRACT must accompany the application.

2. An application fee MUST accompany the application for processing:
   $75.00 Non-Refundable payable to Whisper Walk Section C Association, Inc. per adult or married couple
   $75.00 Non-refundable payable to Seacrest Services, Inc. per adult or married couple.
   ALL Fees must be submitted in Cashier's Check or Money Order Format - NO Personal or Business Checks.

3. Owners MUST have a zero ($0.00) balance account (no funds due) to the Association or Management prior to the application being given the necessary approval and signatures. If funds are due a Pre-HUD is required for Sales.

4. Applicants must make themselves available for a IN PERSON interview with the Board of Directors, at a time mutually agreed upon.

5. Applicants must be made aware of the FAIR HOUSING ACT OF 1988.
   a. Your specific application is subject to this act.
   b. The Fair Housing Act of 1988 IS NOT a consideration.

6. It goes without saying, all applicants, occupants and/or their guests are expected to abide by the Governing Association Documents as well as the Rules & Regulations. Unit Owners are responsible for the actions of their guests and/or tenants, including any damages to the common grounds. Therefore, it is the Unit Owners responsibility to provide copies of all Association Documents to the applicant(s). The Association Board of Directors is committed to their enforcement.

7. PETS ARE STRICTLY PROHIBITED. CERTIFIED SERVICE/EMOTIONAL SUPPORT ANIMALS WILL BE ADDRESSED LATER IN THE APPLICATION PROCESS.

8. FINANCIAL AND CRIMINAL BACKGROUND SCREENING OF ALL WHO WILL RESIDE/OCCUPY/OWN THE UNIT WILL BE PERFORMED ON BEHALF OF THE WHISPER WALK SECTION C ASSOCIATION BY THE MANAGEMENT COMPANY, SEACREST SERVICES, INC.

The Act allows each Association to qualify themselves as "Housing for Older Persons" approving vote of the Unit Owners coupled with meeting other Federal requirements. According to this Act, it is required that at least ONE (1) Occupant must be at least Fifty-Five (55) years of age.

In addition, no permanent resident/occupant of any unit may be less than eighteen (18) years of age.
PLEASE be sure to provide them with a copy to avoid any misunderstandings, confusion and/or conflicts.

ACKNOWLEDGEMENTS

I hereby acknowledge that if any information changes, I will promptly notify the Management Company and the Whisper Walk Section C Board of Directors immediately upon the information change.

Purchaser(s) Initials: _____ _____

I acknowledge receipt of copies of the Association's Governing Documents. I further acknowledge that additional copies of the Association's Governing Documents are available upon my request and payment to CondoCerts https://seacrestservices.condocerts.com/resale/

Purchaser(s) Initials: _____ _____

I acknowledge and agree to abide by the NO PET POLICY (pets of type are not permitted) of the Whisper Walk - Section B Association, Inc. **CERTIFIED SERVICE/EMOTIONAL SUPPORT ANIMALS WILL BE ADDRESSED LATER IN THE APPLICATION PROCESS.**

Purchaser(s) Initials: _____ _____

Providing misleading information, falsifying information, and/or omission of requested information within this packet, may result in disapproval of the application. My signature below acknowledges and confirms my understanding and agreement to comply with the above-mentioned and all Governing Documents and Rules & Regulations of the Whisper Walk Section C Association, Inc.

_____
1st Purchaser Printed Name

_____
2nd Purchaser Printed Name

_____
1st Signature

_____
2nd Signature

_____/_____/_____
Date

_____/_____/_____
Date

IMPORTANT NOTICE

THE ENCLOSED APPLICATION MUST BE COMPLETELY FILLED OUT IN ORDER FOR IT TO BE PROCESSED. THE ENTIRE PACKAGE WILL BE RETURNED IF ANY INFORMATION IS OMITTED.
EACH FOUR PLEX IS REGISTERED WITH THE STATE OF FLORIDA AS A CONDO.

NO LEASING OF THE UNIT FOR TWO (2) FULL CALENDAR YEARS AFTER THE CLOSING DATE -AFTER TWO YEARS THE UNIT IS ONLY ELIGIBLE TO LEASE ONCE PER YEAR. (SEASONAL RENTAL 3 MONTHS / ONCE PER CALANDER YEAR)

PETS ARE NOT ALLOWED IN WHISPER WALK - EASTGATE - SECTION C ASSOCIATION, INC. - CERTIFIED SERVICE/EMOTIONAL SUPPORT ANIMALS WILL BE ADDRESSED FURTHER IN THE APPLICATION PROCESS.

Providing misleading information, falsifying information, and/or omission if requested information within this packet, may result in disapproval of the application. My signature below acknowledges and confirms my understanding and agreement to comply with the above-mentioned and all Governing Documents and Rules & Regulations of the Whisper Walk Section C Association, Inc.

_____	_____
1st Purchaser Printed Name	2nd Purchaser Printed Name
_____	_____
1st Signature	2nd Signature
_____/_____/_____	_____/_____/_____
Date	Date

Whisper Walk Section C Association, Inc.
8050 Springtree Rd
Boca Raton, FL 33496

Fair Housing Act Questionnaire - Adult Community 55 or Older

Last Name: _____ **First Name:** _____

Community Address: _____

Will at least one person **55 years of age or over** own or occupy the above unit: _____ **(yes or no) is** it the **Owner** _____ **(yes or no) or Renter** _____ **(yes or no).**

A. Please give name and age:

_____ _____ _____
(Name) (Age) (Birth Date)

Second Resident:

_____ _____ _____
(Name) (Age) (Birth Date)

Please answer the following questions, which will allow us to maintain and improve the quality of life for all Whisper Walk Section C Association, Inc. Unit Owners:

B. Do you own a service or emotional support animal: Yes or **No** (Please circle one)

Please describe the emotional support animal below:

_____

_____

FOR UNIT OWNER ONLY:

C. UNIT DOOR KEY: Please list the name, address, and telephone number of any neighbor or LOCAL individual who have a key to your unit. This will permit action to be taken **only in case of an emergency, e.g., illness, fire, water leak, a roof leak, etc.** without forced entry into your unit.

_____ _____
(Name) **(Telephone Number)**

D. EMERGENCY CONTACT: If you cannot be contacted, please list name, address and telephone number of **family member or friend** who can act on your behalf in case of an emergency.

	Name	**Relationship**	**Telephone Number**
1.	_____	_____	_____
2.	_____	_____	_____

Print name of Unit Owner: _____ **Phone Number:** _____

Any Alternate Phone numbers: _____ _____

Email Address: _____@_____ **.com / net**

Signature of Unit Owner: _____ **Date:** _____

Please Mail or deliver this form to the Association's drop box.

Thank you,
The Board of Directors

IF YOUR APPLICATION IS SUBJECT TO THE PROVISIONS OF THE FAIR HOUSING ACT OF 1988, YOU MUST COMPLY WITH THE FOLLOWING BEFORE YOUR APPLICATION CAN BE PROCESSED AND CONSIDERED: COMPLETE THE AGE CERTIFICATION FORM CONTAINED IN THIS RENTAL/RESALE PACKET. PLEASE BE SURE TO FOLLOW ALL THE QUESTIONS AND ISSUES PRESENTED. BE SURE TO INCLUDE AND ATTACH PHOTOGRAPHIC PROOF OF AGE (DRIVER'S LICENSE OR STATE IDENTIFICATION)
NOTE: IF PHOTOGRAPHIC PROOF OF AGE IS NOT AVAILABLE, PROVIDE A COPY OF THE BIRTH CERTIFICATE. IF THIS IS THE CASE, PLEASE KNOW THAT THE ASSOCIATION RESERVES THE RIGHT TO REQUIRE ADDITIONAL DOCUMENTATION.

Providing misleading information, falsifying information, and/or omission of requested information within this packet, may result in disapproval of the application. My signature below acknowledges and confirms my understanding and agreement to comply with the above-mentioned and all Governing Documents and Rules & Regulations of the Whisper Walk Section C Association, Inc.

PLEASE BE SURE TO RETURN YOUR COMPLETED APPLICATION TO:

Whisper Walk Section C - Eastgate
c/o Seacrest Services
Ny Few
2101 Centrepark West Drive Suite #110
West Palm Beach, FL 33409

_____
1st Purchaser Printed Name

_____
2nd Purchaser Printed Name

_____
1st Signature

_____
2nd Signature

_____/_____/_____
Date

_____/_____/_____
Date

RESIDENT HISTORY - Five-Year History

Current Street Address

City, State and Zip Code

Home Phone Number

Cell Phone Number

Current Landlord/Mortgager Name

Current Landlord/Mortgager Name Street Address

City, State and Zip Code

Current Landlord/Mortgager Phone Number

Previous Street Address

City, State and Zip Code

Home Phone Number

Cell Phone Number

Previous Landlord/Mortgager Name

Current Landlord/Mortgager Name Street Address

City, State and Zip Code

Current Landlord/Mortgager Phone Number

EMPLOYMENT REFERENCES - If retired please list last employer

1st Purchaser Employer Name

Employers Street Address

City, State and Zip Code

Employers Phone Number

Applicant's Title/Position

Length of Employment (Years/Months)

Annual Salary

2nd Purchaser Employer Name

Employers Street Address

City, State and Zip Code

Employers Phone Number

Applicant's Title/Position

Length of Employment (Years/Months)

Annual Salary

FINANCIAL REFERENCES

Bank Name

Bank Phone Number

Bank Street Address

Bank City, State & Zip Code

Bank Name

Bank Phone Number

Bank Street Address

Bank City, State & Zip Code

EMERGENCY CONTACT INFORMATION

Emergency Contact Name

Relationship

Emergency Contact Phone Number

Emergency Contact Street Address, City, State and Zip Code

EMERGENCY CONTACT INFORMATION

Emergency Contact Name _____ Relationship _____ Emergency Contact Phone Number _____

Emergency Contact Street Address, City, State and Zip Code _____

GENERAL INFORMATION

HAVE YOU EVER...

1. Been Evicted?	Purchaser #1	YES ☐	NO ☐	Purchaser #2	YES ☐	NO ☐
2. Broken a Rental Agreement?	Purchaser #1	YES ☐	NO ☐	Purchaser #2	YES ☐	NO ☐
3. Been convicted of a Felony?	Purchaser #1	YES ☐	NO ☐	Purchaser #2	YES ☐	NO ☐
4. Received deferred Adjudication for a Felony?	Purchaser #1	YES ☐	NO ☐	Purchaser #2	YES ☐	NO ☐

What will be your Primary Address? _____

Address of a Second Home, If any: _____

Primary Phone Number _____ Secondary Phone Number _____

VEHICLE INFORMATION

Number of vehicles used by occupants of the unit: ____ (NOTE: Each Unit assigned only TWO (2) parking spaces.) No commercial vehicles, pick-up trucks, cargo vans, motorcycles, passenger vans, or recreational vehicles of any kind are allowed in either driveway or roadway. No overnight street parking; no parking in common area parking (clubhouse, pool, etc.); vehicles are not permitted to obstruct the sidewalk/walkway areas - violators will be towed at the vehicle owner's expense.

Year _____ Make _____ Model _____ Tag Number _____

Driver's License Number _____ State of Issue _____

Year _____ Make _____ Model _____ Tag Number _____

Driver's License Number _____ State of Issue _____

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1st Purchaser Printed Name _____ 2nd Purchaser Printed Name _____

1st Signature _____ 2nd Signature _____

Date _____/_____/_____ Date _____/_____/_____

Revised 12/24

PERSONAL REFERENCE REQUEST FORM #1

Street Address of Unit

City, State & Zip Code of Unit

Dear Applicant:

Please follow the instructions listed below carefully so you do not delay your application process. If the form is incomplete in any way, it will hold up your application.

- Choose three (3) people as personal references
- Mail, Fax or Hand-deliver one (1) form to each reference you have chosen
- Explain to the person(s) giving the reference that they must complete every section and that they must include their name, address and signature
- Have the person providing the reference return the form directly to you, not to Seacrest Services, Inc.
- When you have received the completed forms from your references proof them for accuracy and include in your application package

THIS SPACE IS RESERVED FOR REFERENCE INFORMATION ONLY

Character:

Integrity:

Other Comments:

Reference Signature

Reference Street Address

Print Name

City, State and Zip Code

_____/_____/_____

Date

PERSONAL REFERENCE REQUEST FORM #2

Street Address of Unit

City, State & Zip Code of Unit

Dear Applicant:

Please follow the instructions listed below carefully so you do not delay your application process. If the form is incomplete in any way, it will hold up your application.

- Choose three (3) people as personal references
- Mail, Fax or Hand-deliver one (1) form to each reference you have chosen
- Explain to the person(s) giving the reference that they must complete every section and that they must include their name, address and signature
- Have the person providing the reference return the form directly to you, not to Seacrest Services, Inc.
- When you have received the completed forms from your references proof them for accuracy and include in your application package

THIS SPACE IS RESERVED FOR REFERENCE INFORMATION ONLY

Character:

Integrity:

Other Comments:

Reference Signature

Reference Street Address

Print Name

City, State and Zip Code

_____/_____/_____

Date

PERSONAL REFERENCE REQUEST FORM #3

Street Address of Unit

City, State & Zip Code of Unit

Dear Applicant:

Please follow the instructions listed below carefully so you do not delay your application process. If the form is incomplete in any way, it will hold up your application.

- Choose three (3) people as personal references
- Mail, Fax or Hand-deliver one (1) form to each reference you have chosen
- Explain to the person(s) giving the reference that they must complete every section and that they must include their name, address and signature
- Have the person providing the reference return the form directly to you, not to Seacrest Services, Inc.
- When you have received the completed forms from your references proof them for accuracy and include in your application package

THIS SPACE IS RESERVED FOR REFERENCE INFORMATION ONLY

Character:

Integrity:

Other Comments:

Reference Signature

Reference Street Address

Print Name

City, State and Zip Code

_____/_____/_____

Date

FINANCIAL REFERENCE REQUEST FORM

_____ _____/_____/_____

Customer Name Date

_____ _____

Customer CURRENT Street Address Unit for Purchase Street Address

_____ _____

Customer CURRENT City, State and Zip Code Unit for Purchase City, State and Zip Code

Dear Applicant:

It is your responsibility to provide a Financial Reference TO BE COMPLETED BY YOUR BANK. They can either:

- Complete the information in the box below (A bank stamp and/or business card must be included) or
- Provide the information on their bank stationary.
- Date of completion must not exceed thirty days from application submission date.

The bank's response MUST be included in your package when you return it to Seacrest Services, Inc.

Anticipating your prompt response, we thank you in advance.

THIS SECTION FOR BANK OFFICER'S USE

1. Banking with Your Institution Since _____
2. Status of Account _____
3. Name of Bank _____
4. Signature _____
5. Title _____

Date _____/_____/_____

WHISPER WALK SECTION C ASSOCIATION, INC.
EASTGATE CONDO

c/o Seacrest Services, Inc.
2101 Centrepark West Drive Suite #110
West Palm Beach, FL 33409
Phone # 561-697-4990 / Fax # 561-697-4779

AGE VERIFICATION QUESTIONNAIRE

Address of Unit

PLEASE LIST ALL OWNERS OF RECORD AS IT WILL BE STATED ON YOUR DEED IF APPROVED:

Name of Title Holder #1

Name of Title Holder #2

Name of Title Holder #3

Name of Title Holder #4

PLEASE LIST EVERY PERSON WHO WILL OCCUPY/RESIDE IN THE UNIT AND COMPLETE ALL REQUIRED INFORMATION. PLEASE SUPPLY INDEPENDENT PHOTOGRAPHIC EVIDENCE INDICATING DATE OF BIRTH (SUCH AS A DRIVER'S LICENSE OR STATE IDENTIFICATION) OF EACH OCCUPANT:

Occupant Name	Age	Type of Photographic Evidence	Date of Birth	Relationship

Falsification and/or intentional omission/addition of any data within this application may result in disapproval of your purchase/lease/occupancy application. My signature below confirms my acknowledgement and consent to adhere to of the above mentioned data and all Governing Rules and Regulations of the Whisper Walk Section C Association.

Applicant #1 Signature

Print Name

_____/_____/_____
Date

Applicant #2 Signature

Print Name

_____/_____/_____
Date

WHISPER WALK SECTION C ASSOCIATION, INC.

EASTGATE

c/o Seagrest Services, Inc.
2101 Centrepark W. Drive. Suite 110
West Palm Beach FL, 33431

EMERGENCY HURRICANE INFORMATION

With the Hurricane Season, (June 1st - November 30th) we have been advised by our attorney to have on file the following information. This information will assist the Association in re-building our community efficiently should a natural disaster occur.

_____ _____
Homeowners' Insurance Company Name | Homeowners' Insurance Company Street Address

_____ _____
Homeowners' Insurance Company Phone Number | City, State & Zip Code

_____
Homeowners' Insurance Policy Number

If your home gets damaged, how can you be contacted?

_____ _____
Telephone Number | Cell Phone Number

_____@_____
E-mail Address

Who has a key to your home? The key holder may be away for a considerable length of time. In case of an emergency the Association has the authorization to enter and correct a problem; the cost of replacement of hardware is the Owner's obligation.

1. _____ 2. _____

It is the responsibility of the unit owner to provide accurate and updated information to the Association. In the event forcible and/or emergency entry is required by the Association and/or its representatives the unit-owner shall become responsible for any damage to the unit. Providing misleading information, falsifying information, and/or omission if requested information within this packet, may result in disapproval of the application. My signature below acknowledges and confirms my understanding and agreement to comply with the above mentioned and all Governing Documents and Rules & Regulations of the Whisper Walk Section C Association, Inc.

_____ _____
Purchaser #1 Signature | Purchaser #2 Signature

_____ _____
Print Name | Print Name

_____ _____
Street Address of Unit | Street Address of Unit

_____ _____
Date | Date

PLEASE CIRCLE THE MONTHS THE UNIT WILL BE OCCUPIED:

JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC

WHISPER WALK SECTION C ASSOCIATION, INC.
EASTGATE CONDO

c/o Seacrest Services, Inc.
2101 Centrepark West Drive Suite #110
West Palm Beach, FL 33409
Phone # 561-697-4990 / Fax # 561-697-4779

RESOLUTION OF CONFLICT AGREEMENT
(FOR LEASES ONLY)

IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF THE LEASE AND THE RULES & REGULATIONS OF WHISPER WALK SECTION C ASSOCIATION, INC., IT IS UNDERSTOOD AND AGREED THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE RULES & REGULATIONS OF WHISPER WALK SECTION C ASSOCIATION, INC. SHALL PREVAIL.

_____
Address of Rental Unit

Falsification and/or intentional omission/addition of any data within this application may result in disapproval of your purchase/lease/occupancy application. My signature below confirms my acknowledgement and consent to adhere to of the above mentioned data and all Governing Rules and Regulations of the Whisper Walk Section C Association.

_____ _____/_____/_____
Unit Owner Signature Date

_____
Unit Owner Print Name

_____ _____/_____/_____
Lessee #1 Signature Date

_____
Lessee Print Name

_____ _____/_____/_____
Lessee #2 Signature Date

_____
Lessee Print Name

WHISPER WALK SECTION C ASSOCIATION, INC.
EASTGATE CONDO

c/o Seacrest Services, Inc.
2101 Centrepark West Drive Suite #110
West Palm Beach, FL 33409
Phone # 561-697-4990 / Fax # 561-697-4779

COMMON AREA RESPONSIBILITY
(FOR PURCHASES ONLY)

Sellers Responsibility:

All owner planted shrubs and landscape material that have been installed by the Owner that are inconsistent with those shrubs and plants that have been approved for use by the Board, must be removed prior to the sale of the Unit, at Unit Owners expense.

Buyers Responsibility:

Prior to the installation of any shrubs or landscape material (not including annuals such as Impatiens, Begonias, etc.), a written plan must be submitted to the Board of Directors for approval. In no event, can there be any alteration in the size or dimension of the existing bed/planted area.

==========

Prior to the sale of any property within the Eastgate Community, the Board of Directors will conduct an inspection of the common area surrounding the Unit to determine what, if any, landscape material needs to be removed.

Thank you, in advance, for your cooperation in this matter.

==========

Falsification and/or intentional omission/addition of any data within this application may result in disapproval of your purchase/lease/occupancy application. My signature below confirms my acknowledgement and consent to adhere to of the above mentioned data and all Governing Rules and Regulations of the Whisper Walk Section C Association.

_____	_____
Seller/Current Owner Signature	Buyer/Leasee/Occupant Signature
_____	_____
Seller /Current Owner Print Name	Buyer/Leasee/Occupant Print Name
_____/_____/_____	_____/_____/_____
Date	Date
_____	_____
Seller/Current Owner Signature	Buyer/Leasee/Occupant Signature
_____	_____
Seller/Current Owner Print Name	Buyer/Leasee/Occupant Print Name
_____/_____/_____	_____/_____/_____
Date	Date

WHISPER WALK – SECTION C (EASTGATE)
c/o Seacrest Services, Inc.
2101 Centrepark West Drive # 110
West Palm Beach, FL 33409

AMENDED RULES AND REGULATIONS – WHISPER WALK SECTION C (EASTGATE)
Effective as of April 17, 2017

1. Purchasing Policy:
   a) A unit cannot be rented by an owner for the first twenty-four (24) months of their ownership, commencing from the date on which they acquired title to the unit.
   b) No corporation or partnership will be permitted to purchase a unit.

2. The walkways, entrances, halls, corridors, stairways and ramps shall not be obstructed or used for any purpose other than ingress and egress to and from the buildings and the other portions of Section C.

3. The exterior of the Units and all other areas appurtenant to a Unit shall not be painted, decorated, or modified by any Owner in any manner without the prior written consent of the Association, by its Board of Directors (Board") which consent may be withheld on purely aesthetics grounds within the sole discretion of the Board. An Owner shall not install any storm shutters, hardware or the like without the prior written approval of the Board as to design and color and in any event, Board approval shall not be granted unless such items substantially conform to the architectural design of the building and the design of any such items, which have been previously installed at the time Board approval is requested.

4. No article shall be hung or from the doors or windows of the Units or placed outside or on windowsills of the Units, with the exception that an Owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard. A maximum of two artifacts, this includes a combination of statues and pots containing plants, may be placed outside of the unit.

5. No Owner, resident, or guest shall make or permit any noise that will disturb or annoy the occupants of any of the Units or do or permit anything to be done which will interfere with the rights, comfort or convenience of others. If an Owner is having remodeling done that creates a disturbance, work cannot start before 8:00 AM. and must stop by 5 PM.
   a. Any Owner who plans to be absent from his Unit during the Hurricane Season (June 1st-November 30th) MUST prepare his/her Unit prior to his/her departure by:
      i. Removing all furniture, potted plants and other movable objects from his/her porch or patio.
      ii. Designating a responsible firm or individual to care for the Unit in the event that the Unit suffers any hurricane damage.

6. All garbage and refuse from the Units shall be deposited with care in covered garbage containers. These containers must be in good condition and intended for such a purpose. Garbage containers may not be placed at the curb before 6 PM on the evening before pickup. No food items are to be

My initials below acknowledge my understanding and agreement to comply with the above referenced and all of the Rules and Regulations including Governing Documents of the Whisper Walk Section C Community:

(Initial here) _____ _____

placed in plastic bags. Non-food items such as building materials and furniture may be placed in plastic bags in the evening prior to pick up.

7. Any damage to the Section C Property, Common Elements or another Unit due to an Owner, tenant, guest, invitee or licensee's willful acts, gross negligence or negligent actions or omissions, including but not limited to misuse of equipment, failure of equipment or failure to maintain or repair equipment, shall be the financial responsibility of the associated Owner, who may be jointly and severally liable along with any other culpable parties. This includes, but is not limited to damage caused by defective water closets, water heaters, dishwashers, shower and bath pans and washing machines.

8. Unit Owners may not remove any plants or shrubs from the any Condominium Property without written permission of the Board of Directors, as they are the property of the Association. The only items exempt from this rule are flowers.

9. No Owner shall request or cause any employee or agent of the Board of Directors of the Association to do any private business of the Owner during working hours.

10. The agents and employees of the Board of Directors of the Association and any contractor or workman authorized by the Board may enter any Unit, when accompanied by a Director or designee at any reasonable hour of the day for the purpose permitted under the terms in the Section C documents and Florida law. Entry will be made by pre-arrangement with the Owner, if possible, except under circumstances deemed an emergency by the Board or the Manager, in which case access is deemed permitted regardless of the hour.

11. No vehicle or other possession belonging to an Owner or their tenant, guest, invitee or licensee shall be positioned in such a manner as to impede or prevent ready access to another Owner's parking space. The Owner and their tenants, guests, invitees and licensees will obey the parking regulations posted in the private streets, parking areas, and drives and any other traffic regulation promulgated in the future for the safety, comfort and convenience of the Owners. No overnight parking on the streets is permitted except in emergencies. Vehicles are not permitted to park on the grass at any time.

12. No Owner shall use or permit to be brought into the Unit any inflammable oils or fluids such as gasoline, kerosene, naphtha, benzene or other explosive(s) or article(s) deemed extra hazardous to life, limb or property. This includes the use of Generators.

13. Any damage to the Condominium Property, any portion of the Section Property or equipment of the Association caused by an Owner, tenant, guest, invitee, or licensee shall be repaired or

My initials below acknowledge my understanding and agreement to comply with the above referenced and all of the Rules and Regulations including Governing Documents of the Whisper Walk Section C Community:

(Initial here) _____ _____

replaced at the expense of such Owner.

14. Each Owner shall be held responsible for the actions of his/her tenants, guests, invitees and licensees.

15. The regulations governing the use of the Section C Property including permitted hours, guest rules, pool rules, safety and sanitary provisions and all other pertinent matters shall be in accordance with regulations adopted from time to time by the Board of Directors of the Association. The rules for the pool, clubhouse, pool room and exercise room shall be posted. Towels must be used on chairs in pool area. Before entering the pool, all are expected to shower.

16. No children under (18) years of age shall be permitted to reside in a Unit except for temporary residence not to exceed thirty (30) days per calendar year.

17. Complaints regarding the management of the Condominium Property, the Section C Recreation Area or regarding actions of other Owners, tenants, guests, invitees or licensees shall be made in writing to the Association.

18. The Section C Property and the Section C Recreation Areas are solely for the use of the Owners and their tenants, guests, invitees and lessees. The use of the recreational facilities shall be at the risk of those involved and not, in any event, at the risk of the Association.

19. No boats, boat trailers, house trailers, motorhomes, service trucks, cargo vans, motorcycles, motor scooters, go carts, golf carts, motor bikes or other motor vehicles or trailers, whether of a recreational nature or otherwise, other than four-wheel passenger automobiles determined acceptable by the Board as consistent with the Declaration, shall be placed, parked or stored within Section C. No maintenance or repair shall be done upon or to any such vehicles except within the area of a Unit designated for storage and totally isolated from the public view.

    The Association shall have the right to authorize the towing away of any vehicle in violation of the decisions made by the Board at the cost of the Owner or violator.

20. No solicitation for any purpose shall be allowed without prior written consent of the Board.

21. The Owner should further refer to certain activities that are restricted or prohibited within Section C, as contained in the Amended and Restated Declaration and the amendments thereto, which are collectively binding upon all Owners and their tenants, guests, invitees and licensees.

22. No Rental or Resale sign shall be placed anywhere on Whisper Walk Property.

My initials below acknowledge my understanding and agreement to comply with the above referenced and all of the Rules and Regulations including Governing Documents of the Whisper Walk Section C Community:

(Initial here) _____ _____

WHISPER WALK – SECTION C (EASTGATE)
c/o Seacrest Services, Inc.
2101 Centrepark West Drive # 110
West Palm Beach, FL 33409

AMENDED RULES AND REGULATIONS – WHISPER WALK SECTION C (EASTGATE)
Effective as of April 17, 2017

a. No OPEN HOUSE signs or decorative displays, balloons, etc. specific to advertising or conducting OPEN HOUSE activity may be placed on Section C Common Elements or Limited Common Elements.

b. At no time may a Garage Sale be held in Section C.

23. The Use of any lawn sprinkler device or apparatus, attached to a garden hose using the interior water supply is strictly prohibited. Supplemental landscape watering to be performed by hand watering only.

24. The washing of cars may be done by the Owner or tenant in their driveways unless there are water restrictions in place.

25. Patios installed prior to 7/1/2015 regardless of size will be allowed. Any patio installed after 7/1/2015 (which was determined by a Seacrest Survey) without the written approval of the board which exceeds the prescribed dimensions of: Champagne Model 10' by 12' and the Chateau Model 4' by 12' must be reduced in size to the appropriate dimensions. At no time can shrubbery be removed to accommodate these patios without the written consent of the Board of Directors.

26. Any Owner may report a violation of the Rules & Regulations to the Association (or its management company, if any) in writing.

27. Umbrellas must be closed at night in the side patio of the Owners residence, at the Champagne Models only. Umbrellas may not be left out when there is a Hurricane Watch/Warning, Tropical Storm Watch/Warning or Tornado Watch/Warning.

28. The Procedure for enforcing these Rules & Regulations shall be as follows:

a. **First Offence** (1st Notice)

When the Association becomes aware of noncompliance with any terms of the governing documents by an Owner or their tenant, guest, invitee or licensee, the Association, either itself or through its management company, may send a first notice of violation by certified mail and/or regular mail to the Owner and/or additional party(ies) advising them of the rule which they are accused of violating and warning that they must come into compliance within ten (10) days. For certain violations that are not of an ongoing/continuing nature, the Board, in its discretion, may determine to issue a fine without warning.

b. **Second Offence** (2nd Notice)

If the violation continues beyond the time specified within the first notice or if the violation was

My initials below acknowledge my understanding and agreement to comply with the above referenced and all of the Rules and Regulations including Governing Documents of the Whisper Walk Section C Community:

(Initial here) _____ _____

timely cured, but re-occurs, the Association after verifying the violation, may send a second notice of violation by certified mail and/or regular mail and shall apprise the recipient that the matter has now been sent to the Board for them to consider levying a fine. Fines will not exceed $100 per violation, or if continuing in nature, may incur up to $100 per day until a maximum fine of $1,000 is accrued.

29. If the Board levies a fine against an Owner or another culpable party, before it shall be imposed against that Owner or culpable party, the Association shall:
    a. Afford the individual against whom the fine has been levied an opportunity for a hearing before a Committee of three (3) Owners (who are neither Board members nor anyone residing with Board members) after reasonable notice of not less than fourteen (14) calendar days has been provided and such notice shall include:
        i. A statement of the date, time and place of the hearing.
        ii. A statement of the provisions of the governing documents which have allegedly been violated.
        iii. If the Association so chooses, a short and plain statement of the matters asserted by the Board of Directors of the Association.

    After the committee holds the hearing at which it determines whether to uphold or reject the fine levied by the Board, written notice will be provided by the Association to the relevant parties regarding the committee's determination. Please note that the committee may not change the amount of the fine and may only vote to uphold or reject the fine as levied by the Board, in the amount determined by the Board.

30. An Owner who fails to pay an assessment within ten (10) days of it coming due shall be charged a late charge of twenty-five ($25.00) dollars by the Association for such late payment, and the unpaid assessment shall also be subject to interest at the maximum rate allowable by law. Owners shall be responsible to pay all late fees, interest, costs and attorneys' fees incurred in connection with the collection of unpaid assessments whether said amounts are incurred pre-suit or after litigation has commenced.

31. No Owner or Renter is permitted to have a pet of any kind with the following exceptions:
    a. An emotional support animal or service animal, properly licensed with Palm Beach County and current on its vaccinations, and whose owner has provided the Board of Directors with sufficient documentation justifying the medical necessity will be permitted. If a reasonable accommodation for such an animal is afforded, the owner of the animal must walk the animal on a non-retractable leash or hold the animal when outside of the Unit, keep the animal properly restrained and under their control at all times, immediately clean up after the animal and the

AMENDED RULES AND REGULATIONS – WHISPER WALK SECTION C (EASTGATE)
Effective as of April 17, 2017

animal may not be a nuisance or danger to others.

32. The Unit Owner shall notify the Association no less than seven (7) days prior to any guest occupying their Unit if the duration of the guest's occupancy shall be a) for more than five (5) consecutive days and b) in the absence of the Unit Owner. The Unit owner shall provide the association with the intended guest's names, relationship to owner, and ages if minors.

A more comprehensive explanation of OCCUPANCY AND RESTRICTIONS can be found in the Amended Declaration of Condominium of Whisper Walk Section C Association Inc Section 16.1

My signature below acknowledges my understanding of and agreement to comply with the above referenced and all Rules and Regulations including Governing Documents of the Whisper Walk Section C.

Signed this _____ day of _____, 20_____

_____
Applicant #1 Signature

_____
Applicant #2 Signature

_____
Applicant #1 Print Name

_____
Applicant #2 Print Name

RULES & REGULATIONS RECEIVER FORM

I/We (Please Print) _____

of (Unit) _____ at (Address) _____

have read the Rules & Regulations and fully understand each of the rules and will abide by them so long as I/we own at:

(Unit) _____ at (Address) _____

Furthermore, understand that a violation of the Rules & Regulations could result in penalties that may include fines. I/we also acknowledge and will adhere to the NO PET RULE (pets are not permitted) in Whisper Walk Section C Association, Inc.

Providing misleading information, falsifying information, and/or omission of requested information within this packet, may result in disapproval of the application. My signature below acknowledges and confirms my understanding and agreement to comply with the above-mentioned and all Governing Documents and Rules & Regulations of the Whisper Walk Section C Association, Inc.

_____
Purchaser #1 Signature

_____
Print Name

_____/_____/_____
Date

_____
Purchaser #2 Signature

_____
Print Name

_____/_____/_____
Date

WHISPER WALK SECTION ASSOCIATION., INC.
C/o SEACREST SERVICES, INC.
2400 Centre Park West Suite 175
West Palm Beach, Fl. 33409
(561) 697-4990

SERVICE AND/ OR SUPPORT PET REQUEST

Applicants must submit the following required documents with the application.

1. A legible photograph of both the pet and owner.
2. A legible photograph of the pet only.
3. Veterinary records advising the pet is current with all vaccinations, weight, and age of the pet.

Physicians please specifically answer or provide information answering the following questions on doctor's letterhead.

1. Please explain specifically which of your major life activities are "substantially impaired" by your disability.
2. Please explain how the animal will ameliorate the affects of your disability.
3. Please inform whether the animal has been "trained to provide" "service and support". And if so, please explain what training the animal has received and by whom it was provided.
4. Please explain exactly what "service and support" the animal provides as a result of its training.
5. Please explain when the animal was prescribed and whether your condition is temporary or permanent.
6. Please have a qualified person explain whether or not there is some other type of treatment, medication or reasonable accommodation other than the dog which might ameliorate your disability.

Note: If for any reason the pets feces are left on the premises per the Governing Board the DNA will be taken and analyzed at owner's expense, and could be fined.

PLEASE BE ADVISED: The Governing HOA Documents supports that all animal/pet feces deposited must be retrieved by the owner of the animal/pet immediately upon it's deposit (Poop & Scoop). Please know that this rule is strictly enforced – failure to comply will result in DNA Analysis of the feces with expenses, violations, and fines levied against the unit-owner and/or animal/pet owner.

THIS IS ALSO A PALM BEACH COUNTY ORDINANCE: Sec. 4-9. - Animal waste. (Ord. No. 98-22, § 9, 6-16-98)

The owner of every dog and cat shall be responsible for the removal of any feces deposited by his/her animal on public property, public walks, public beaches, recreation areas or private property of others.

Should you require additional space for your explanation, use the additional blank space on the back of the document or attach a separate document. Please note the number of the question and note continuation (Ex: Continuation #1).

AFFIDAVIT OF TREATING PHYSICIAN

BEFORE ME, the undersigned authority, personally appeared _____ **who, being duly sworn, deposes and says:**

1. **My name is** _____.
2. **I am licensed by the State of Florida with full privileges to practice medicine within the State of Florida.**
3. **My practice specialty is** _____.
4. **My office is located at** _____.
5. **I am the treating physician of** _____ **(hereinafter "Patient").**
6. **On or about** _____, **I diagnosed my Patient within a reasonable degree of medical certainty as suffering from the following medical/mental condition(s):**

   _____

   _____.
7. **Within a reasonable degree of medical certainty, I estimate that my Patient's medical/mental condition began on or about:** _____.
8. **I assigned my Patient's medical/mental condition(s) the following diagnostic code:** _____.
9. **Within a reasonable degree of medical certainty, I have concluded that my Patient's medical/mental condition substantially limits his/her major life activities as follows:** _____

   _____.
10. **I have prescribed the following course of treatment to my Patient concerning the medical/mental condition:** _____.
11. **The emotional support of an animal will assist my Patient in** _____

    _____.

12. My Patient's prescribed course of treatment for the medical/mental condition was intended to be beneficial to the Patient because: _____

_____.

13. This Affidavit is made to induce _____(the "Association") to make substantial and material alterations to the Association's use restrictions based upon a medical, mental and/or physiological disorder substantially limiting one (1) or more life activities which does not include current, illegal use or addiction to a controlled substance.

FURTHER AFFIANT SAYETH NAUGHT.

_____, M.D.
Signature

_____
Print Name

State of _____)

County of _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared _____ who is personally known to me or who is not personally known to my, but to whom an oath was administered, and who produced _____ as identification and executed the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, _____.

Notary Public, State of _____

_____
Print Name

My Commission Expires: _____

WHISPER WALK

In addition to page two (2) please provide:

1- A copy of homeowner's insurance policy which includes coverage of pet damage and or attack.
2- A copy of Physicians letter confirming the need for this support animal.
3- A color photo of the owner and their pet.
4- A color photo of the pet alone.

THE RULES FOR A SUPPORT ANIMAL:

1-Your pet must be leashed at all times when exiting your home.
2-You are obligated to pick up after your pet.
3- Pets are **not** permitted at the pool, clubhouse inside or the surrounding areas
4- Be courteous to neighbors who might not be animal lovers.

WHISPER WALK

APPLICATION FOR A SUPPORT / SERVICE ANIMAL

DATE: _____

OWNER: _____

ADDRESSES: _____

Phone numbers: Home _____

Cell _____

RE: SUPPORT / SERVICE ANIMALS

The enclosed forms must be completed and returned to the club house office with in thirty (30) days from the above date.

It is your obligation to remain up to date with the current forms to maintain a support animal and live in Whisper Walk.

In addition it is your responsibility to keep your support animals vaccinations up to date, sending copies to the clubhouse office.

We thank you in advance for your co-operation.

WHISPER WALK

Please print all information.

VETERINARIANS NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

LICENCE NUMBER: _____

DESCRIPTION OF THE PET:

BREED: _____

NAME: _____

AGE: _____

WEIGHT: _____

OWNERS FULL NAME: _____

ADDRESS (WHISPER WALK

_____

What training has the dog received? Was this training provided by a licensed trained professional? If so please provide the name, address, phone and license number of the trainer.

Please provide documents and dates of last office visit and all necessary vaccinations, given to the above described pet, annually.

Owner's signature: _____ Date: _____

Veterinarian's Signature: _____ Date: _____

DISCLOSURE & RELEASE

In connection with my application to rent, lease or purchase a dwelling unit at Whisper Walk Section C Eastgate Homeowners Association, Inc. I understand that consumer reports and / or investigative consumer reports will be requested from a consumer reporting agency. These reports may include the following types of information: Names and dates of current or previous landlords and employers, reason for termination of employment or termination of residency as well as other sources of information such as bankruptcy proceedings, judgments, criminal records, etc., from federal, state and other agencies, which maintain such records. Other information obtained may relate or my credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristic, or mode of living.

I AUTHORIZE, WITHOUT RESERVATION, ANY PARTY OR AGENCY CONTACTED BY THE CONSUMER REPORTING AGENCY TO FURNISH THE ABOVE-MENTIONED INFORMATION.

I have the right to make a request to the consumer reporting agency Applicant Information, formerly known as Renters Reference of Florida, upon proper identification, to request the nature and substance of all information in its files on me at the time of my request, including the sources of information; and the recipients of any reports on me which the agency has previously furnished within the twelve month period preceding my request. I hereby consent to your obtaining the above information from the agency.

I hereby authorize procurement of consumer report(s) and investigative consumer report(s). if my application is accepted; and I occupy a dwelling unit, this authorization shall remain on file and shall serve as ongoing authorization for your procure such reports at any time during my residency on the property.

☐ **California, Minnesota, and Oklahoma consumers only: Check box if you request a copy of any consumer report ordered by you.**

Print Last, First and Middle Name	Social Security Number
Applicant Signature	Date of Birth (MM/DD/YYYY)
Driver's License Number	Driver's License state

Current Street Address City State Zip

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Current Street Address City State Zip