

Briar Bay
COMMUNITY ASSOCIATION
LEASING APPLICATION

- APPLICATION & APPROVAL PROCEDURES:
 - A fully completed application with all supporting materials and fees must be submitted to the Association no later than 15 business days prior to the expected move in date. **INCOMPLETED APPLICATIONS WILL NOT BE AUTOMATICALLY REJECTED.**
 - Applications are processed in the order they are received and may take up to 15 business days to process before response from the Association. Rush options are not available. DO NOT CALL OR EMAIL REQUESTING UPDATES of submitted applications if within the 15-day time period.
 - Applications must be delivered to the Briar Bay gate house in a sealed envelope. APPLICATIONS NOT IN A SEALED ENVELOPE WILL NOT BE ACCEPTED.
 - No applicant is permitted to move into any unit until approval is given from the Briar Bay Community Association and/or its management company.
 - Application cannot be processed if the unit has any known violations of if the owner's accounts are delinquent. Association security deposit must also be on file from the landlord prior to processing any leasing application.
 - **EVERY YEAR upon lease renewal, each occupant 18 years of age and older must go through a re-approval process. Lease renewal must be completed and submitted 30 days prior to the expiration of an existing lease.**

- CHECK-LIST OF REQUIRED ITEMS: **(USE THIS LIST TO MAKE SURE YOUR APPLICATION IS COMPLETE)**
 - Application: Completed and sign Briar Bay Community Association Leasing Application (10 Pages) for EACH applicant 18 years of age and older. Each application accommodates up to two adult applicants. **Each entry field must be filled out.**
 - Identification: Submit a legible copy of your driver's license and social security card. These are required to complete your background check. If not a U.S. citizen, submit a legible copy of your Passport and Visa or Resident Alien Card.
 - Income Verification: Submit one of the following for taxable income verification: Minimum of one (1) month of recent consecutive paystubs **OR** Personal Tax Return, W2 and 1 recent paystub. (Personal tax returns and W2's are only accepted through June 30th)
(Subsidies, letters of income, bank statements, etc. are not acceptable forms of proof of income.)
 - Leasing Agreement: Submit with your Leasing Application a legible copy of your fully executed Leasing Agreement, signed by all parties. No lease term can be for less than a six (6) months or more than twelve (12) months.
 - Leasing License: Submit with your Leasing Application a copy of the landlord's valid City of West Palm Beach Rental License.
 - Vehicle Registration: A copy of each vehicle's valid registration. **Vehicles MUST be registered to the applicant(s).** Applicants are restricted to no more than three (3) vehicles or no more than two (2) vehicles if leasing in the Cove Condominium Sub-Community.
 - Application Fees: A non-refundable application fee of \$150.00 is required per applicant 18 years of age or older, regardless of marital status. Payments must be made with secured funds (cashier's check or money order) and made payable to BRIAR BAY COMMUNITY ASSOCIATION INC. **Personal checks are not permitted.**

*APPLICANT(S) ACKNOWLEDGES AND AGREES TO THE ABOVE PROCEDURES AND REQUIREMENTS: _____

*LANDLORD ACKNOWLEDGES AND AGREES TO THE ABOVE PROCEDURES AND REQUIREMENTS: _____

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COMMUNITY ASSOCIATION
LEASING APPLICATION

LANDLORD APPROVAL CRITERIA:

1. Homeowner(s) must be current with all Master and Sub-Association dues, fees and/or costs charged to their account.
2. Homeowner(s) must place or have on file the required Association damage deposit:
\$1,500 DEPOSIT Required For: Liberty Bay, Liberty Isles, Sail Harbour, The Tides, Waters Edge
\$1,000 DEPOSIT Required For: The Cove I and II
3. There may not be any violations of the Master or Sub-Association's Covenants and/or Rules or any architectural violations on the unit or lot. Management is NOT permitted to process the leasing application until accounts are current and/or violation(s) cured.
4. Copy of valid rental license from City of West Palm Beach must be submitted with each leasing application. For more information, contact the City Building Division at 401 Clematis Street, WPB FL 33402 or call 561-805-6700.
5. Per the Association's Covenants, unit owners can only sign one (1) lease in any twelve (12) month period. Unit owners also must wait a minimum of twelve (12) months from date of purchase before permitted to rent unit.

APPLICANT APPROVAL CRITERIA: PLEASE DO NOT APPLY IF YOU DO NOT MEET THE FOLLOWING CRITERIA

All applicants MUST meet the following minimum criteria for consideration of occupancy. Failure to meet any of the below or otherwise individually determined requirements will result in an automatic denial of application. APPLICATION FEES ARE NON-REFUNDABLE.

CRIMINAL BACKGROUND:

Please be advised that the Briar Bay Board of Directors and/or the Association's management will not approve any person for occupancy in the Briar Bay Community whose background check reveals any one of the following:

1. Any convictions or guilty pleas for assault or domestic violence.
2. Any felony convictions or guilty pleas within the last fifteen (15) years, or prior based on the nature of the charges. Background checks are reviewed and determined on a case by case basis.
3. Any misdemeanor convictions or guilty pleas within the last seven (7) years, or prior based on the nature of the charges. Background checks are reviewed and determined on a case by case basis.
4. Sexual predator and/or offender status.

SPECIFIC CONDITIONS:

Please be advised that the Briar Bay Board of Directors require specific conditions must be met, including, but not limited to the following:

1. Applicants must not have more than two (2) pets. No aggressive dog breeds allowed.
2. No more than three (3) motor vehicles are allowed or no more than two (2) motor vehicles permitted if leased unit is in the Cove I and II community. Each vehicle must be registered to the applicant(s). Pick-up trucks for passenger use are permitted, however no commercial vehicles are permitted. As a condition of approval, tenants **MUST** purchase bar codes for each vehicle.
3. Applicants must be legal residents of the United States.
4. Only those persons listed on the application form and approved by the Association and/or its management company are authorized to reside in the unit.
5. City Code and Association Covenants designates all units for Single Family occupancy only. No more than two persons per bedroom are allowed to permanently occupy a unit.
6. Rental amount **may not exceed 36%** of the applicant's verifiable, taxable income. Base rent value used to calculate minimum income level will be based upon current and fair market value in lieu of the amount of the lease agreement, based on the discretion of the Board of Directors and/or Association's management company. If necessary, the previous three approved lease applications for similar units will be used to determine the current and fair market value rent. Co-signers are not permitted and/or cannot be factored when calculating income.

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COMMUNITY ASSOCIATION
LEASING APPLICATION

FALSIFYING INFORMATION:

If any applicant knowingly gives false or misleading information on application, application will not be approved. If discovered tenant(s) knowingly gave false or misleading information on their application or permitted other non-approved occupants to reside in the unit, all tenants and occupants will be subject to eviction and landlord will be unable to sign new lease until twelve (12) months following the origination date of last approved lease.

THE BRIAR BAY ASSOCIATION BOARD OF DIRECTORS RESERVES THE RIGHT TO CHANGE THESE POLICIES / CRITERIA WITHOUT NOTICE. ALL BOARD DECISIONS ARE FINAL. APPEALS ARE NOT CONSIDERED.

“I, the undersigned, acknowledges that I have read and understand the above conditions and requirements and affirm by my signature that I comply with and meet said requirements and agree to said conditions.”

Print Name _____ Signature _____ Date _____

Print Name _____ Signature _____ Date _____

Briar Bay
COMMUNITY ASSOCIATION
LEASING APPLICATION

HOMEOWNER / PROPERTY INFORMATION:

Owner(s) Name(s): _____

Owner(s) Mailing Address: _____

Owner(s) Email Address: _____ Phone: _____

RENTAL PROPERTY ADDRESS: _____

Lease Term: Begins: _____ Ends: _____

Owner Agent: _____ Phone: _____ Email: _____

Tenant Agent: _____ Phone: _____ Email: _____

ADULT APPLICANTS 18 YEARS OF AGE AND OLDER:

Name: _____ Phone: _____ Email: _____

Name: _____ Phone: _____ Email: _____

TENANT VEHICLES:

Year – Make – Model – Color: _____ Tag #: _____

Year – Make – Model – Color: _____ Tag #: _____

Year – Make – Model – Color: _____ Tag #: _____

OTHER OCCUPANTS UNDER 18 YEARS OF AGE TO BE LIVING IN THE HOME:

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Briar Bay
COMMUNITY ASSOCIATION
LEASING APPLICATION

1st Applicant: Full Name _____ Date of Birth _____

Check One: Single Married Separated Divorced Maiden Name _____

Have you ever been convicted of a crime? YES NO Date(s) _____ County/State Convicted _____

Charge(s) _____

Have you ever been evicted? YES NO If Yes, please explain: _____

2nd Applicant: Full Name _____ Date of Birth _____

Check One: Single Married Separated Divorced Maiden Name _____

Have you ever been convicted of a crime? YES NO Date(s) _____ County/State Convicted _____

Charge(s) _____

Have you ever been evicted? YES NO If Yes, please explain: _____

PETS: (No more than 2 household pets)

Name _____ Description _____

Name _____ Description _____

RESIDENT HISTORY

PLEASE PRINT FULL ADDRESS, INCLUDING UNIT/APT #, CITY, STATE & ZIP CODE (ALL 3 PREVIOUS RESIDENCES MUST BE FILLED)

Present Address _____

Community Name _____ Dates: From _____ To _____

Check One: Owned Home Parent or Family Member Rented Amount of Rent/Mortgage: \$ _____

Name and phone number of Landlord _____

Previous Address _____

Community Name _____ Dates: From _____ To _____

Check One: Owned Home Parent or Family Member Rented Amount of Rent/Mortgage: \$ _____

Name and phone number of Landlord _____

Briar Bay
COMMUNITY ASSOCIATION
LEASING APPLICATION

Previous Address _____

Community Name _____ Dates: From _____ To _____

Check One: Owned Home Parent or Family Member Rented Amount of Rent/Mortgage: \$ _____

Name and phone number of Landlord _____

EMPLOYEE REFERENCE

1st Applicant: Employed by _____ Date of Employment _____

Name of Supervisor _____ Phone _____

Position Held _____ Monthly Gross Income \$ _____

2nd Applicant: Employed by _____ Date of Employment _____

Name of Supervisor _____ Phone _____

Position Held _____ Monthly Gross Income \$ _____

CHARACTER REFERENCES (No Family Members)

Must provide Two (2) references per applicant

1st Applicant Character Reference #1:

Name _____ Phone _____ Relation _____

1st Applicant Character Reference #2:

Name _____ Phone _____ Relation _____

2nd Applicant Character Reference #1:

Name _____ Phone _____ Relation _____

2nd Applicant Character Reference #2:

Name _____ Phone _____ Relation _____

Briar Bay
COMMUNITY ASSOCIATION
LEASING APPLICATION

If this application is not legible or is not completely and accurately filled out, the Credit Reporting Agency and the Association will not be liable or responsible for any inaccurate information in the investigation and related report, to the Association, caused by such omissions or illegibility.

By signing, the applicant(s) recognizes that the Association and the Credit Reporting Agency will investigate the information supplied by the applicant, and a full disclosure of pertinent facts will be made to the Association. The investigation may be made of the applicant's character, general reputation, personal characteristics, credit standing, police arrest record and mode of living as applicable. This form is for the exclusive use of the Credit Reporting Agency and the Association.

1st Applicant's Signature _____ Date _____

2nd Applicant's Signature _____ Date _____

Briar Bay
COMMUNITY ASSOCIATION
LEASING APPLICATION

BACKGROUND & CREDIT INVESTIGATION AUTHORIZATION

1st Applicant

Name

Social Security #

Date of Birth

Driver's License #

Address

2nd Applicant

Name

Social Security #

Date of Birth

Driver's License #

Address

"I authorize BRIAR BAY COMMUNITY ASSOCIATION, INC. (Master Association) to conduct a background investigation on myself which may include, but is not limited to the following:

A background security interview, civil records checks, employment reference checks, education records check, character references check, salary/wage verification, local state and national criminal records check, motor vehicle records check, credit bureau records check, eviction check, neighborhood reference check and immigration and naturalization service records.

I do hereby release, absolve and agree to forever hold harmless BRIAR BAY COMMUNITY ASSOCIATION, INC. (Master Association), their officers, managers, agents, employees and representatives and the SUB-ASSOCIATION I am applying to live in, their officers, managers, agents and employees from any liability resulting from the background investigation or use of the results and opinions obtained there from. This also applies to any and all suits, actions, or causes of action at law, claim, demand or liability which I, my successors, assigns, heirs, executors, guardians or administrators have now or may ever have resulting directly, indirectly or remotely from said background investigation. I authorize any reference listed above to release any information requested by BRIAR BAY COMMUNITY ASSOCIATION, INC. I release and forever hold harmless any reference providing information to BRIAR BAY COMMUNITY ASSOCIATION, INC.

I certify that the information contained in the BRIAR BAY COMMUNITY ASSOCIATION, INC. lease application forms and release is true and correct to the best of my knowledge, and I understand any falsification, misrepresentation or omission is grounds for refusal to approve this lease application.

I further authorize BRIAR BAY COMMUNITY ASSOCIATION, INC. And their representative to perform a third-party investigation through the provider of their choice and to release all results, oral and written statements, opinions and other information derived from this background investigation to the Board of Directors of the BRIAR BAY COMMUNITY ASSOCIATION, INC. And the applicable SUB-ASSOCIATION."

1st Applicant's Signature _____ Date _____

2nd Applicant's Signature _____ Date _____

Briar Bay
COMMUNITY ASSOCIATION
LEASING APPLICATION

ADDENDUM "A":

Owner(s) Name(s): _____

Property Address: _____

"In the event that there is any delinquency on my Master or Sub-Association account, I/We agree that the monthly rental fee will be paid directly to the applicable Master and/or Sub-Association unit the delinquency has been remedied. I authorize the Master and Sub-Associations to demand from the tenant(s) that the rent be paid directly to the respective Association's until the delinquency has been remedied. I further agree that I/We will not pursue eviction procedures against a tenant in good standing, while the rent is paid to the Association."

"As the owner of the unit to be leased, I acknowledge that I/We have the responsibility to ensure that any tenant(s) abide by the Declaration of Covenants and Rules of the Master and Sub-Associations and any applicable City and County Ordinances. Upon notice of any violation and failure to immediately cure said regulations, I/We agree to terminate the lease with the tenant and provide proof of eviction proceedings within ten (10) days."

Owner(s) Signature _____ Date _____

Owner(s) Signature _____ Date _____

Tenant(s) Name(s): _____

"I agree, that in the event of notification from the Association's Management Company and/or Association's Designated Agent, to comply with instructions to remit rental payments, under the same provisions as the Lease I have signed, directly to the Association(s) specified in the notice."

Tenant Signature _____ Date _____

Tenant Signature _____ Date _____

Briar Bay
COMMUNITY ASSOCIATION
LEASING APPLICATION
ADDENDUM "B":

Owner(s) Name(s): _____

Property Address: _____

"I agree, that I as the owner will ensure my tenants comply with the yearly re-approval process in accordance with the Association's requirements and per Article 6, Paragraph 6.22 of the Master Declaration of Protective Covenants. I understand that if I and/or my tenants do not comply, I as the owner will be subject to Briar Bay fining per Florida Statute Law for an un-approved tenant violation. Furthermore, I understand that any un-approved tenant(s) found to be occupying my unit, I as the owner will be subject to Briar Bay fining per Florida Statute Law for an unapproved tenant violation."

Owner(s) Signature _____ Date _____

Owner(s) Signature _____ Date _____

Tenant(s) Name(s): _____

"I agree, that I as the tenant will comply with the yearly re-approval process in accordance with the Association's requirements and per Article 6, Paragraph 6.22 of the Master Declaration of Protective Covenants. I understand that if I as the tenant do not comply, I will be subject to non-renewal and/or eviction. Furthermore, I understand that any un-approved tenant(s) found to be occupying the unit, I as the tenant and/or any un-approved tenants will be subject to automatic denial and/or termination of Association approval and eviction."

Tenant Signature _____ Date _____

Tenant Signature _____ Date _____