

# Briar Bay

## COMMUNITY ASSOCIATION LEASING APPLICATION

### ➤ APPLICATION & APPROVAL PROCEDURES:

- Submitted to the Association at least 15 business days prior lease expiration.
- Allow up to 15 business days to process before response from the Association.
  - Day 1 begins when **ALL 7 ITEMS LISTED BELOW** are submitted.
  - Rush options are not available.
  - **INCOMPLETED RENEWAL APPLICATIONS CAN BE AUTOMATICALLY REJECTED.**
- Must use sealed envelope to ensure checks don't get misplaced.
- No applicant is permitted to move into any unit until approval is given from the Briar Bay Community Association and/or its management company.

### ➤ CHECK-LIST OF REQUIRED ITEMS: USE THIS LIST, IN THIS ORDER TO SUBMIT A COMPLETE APPLICATION

- 1. **Leasing Application:**
  - ✓ Complete, sign & initial ALL Pages for EACH applicant 18 years of age and older.
  - ✓ **Each entry field must be filled out.**
- 2. **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.
- 3. **Vehicle Registration:**
  - ✓ A copy of each vehicle's valid registration. **Vehicles MUST be registered to the tenant(s).**
- 4. **Income Verification:**
  - ✓ MUST BE VERIFIABLE, TAXABLE INCOME.
    - i. Minimum of one (1) month of recent consecutive paystubs
    - ii. **-OR-** Personal Tax Return, W2 and 1 recent paystub.
  - ✓ Personal tax returns and W2's are only accepted through June 30<sup>th</sup>
  - ✓ Subsidies, letters of income, bank statements, etc. are **not** acceptable forms of proof of income.
- 5. **Leasing License:** Submit a copy of the landlord's valid City of West Palm Beach Rental License.
- 6. **Leasing Agreement:**
  - ✓ Submit with your Leasing Renewal Application a legible copy of your fully executed Leasing Agreement, signed by all parties.
  - ✓ No lease term can be for less than six (6) months or more than twelve (12) months.
- 7. **Application Fees:**
  - ✓ \$150 per applicant 18 years of age or older, regardless of marital status.
  - ✓ Fee is non-refundable. *The association will not issue refunds due to applicant(s) not qualifying or for changing their minds on leasing the unit.*
  - ✓ Payments must be made with cashier's check or money order (NO PERSONAL CHECKS and made payable to BRIAR BAY COMMUNITY ASSOCIATION INC.

*Briar Bay*  
COMMUNITY ASSOCIATION  
LEASING APPLICATION

**HOMEOWNER / PROPERTY INFORMATION:**

**RENTAL PROPERTY ADDRESS:** \_\_\_\_\_

**Lease Term: Begins:** \_\_\_\_\_ **Ends:** \_\_\_\_\_

Owner(s) Name(s): \_\_\_\_\_

Owner(s) Mailing Address: \_\_\_\_\_

Owner(s) Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Owner Agent: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Tenant Agent: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**1<sup>st</sup> Applicant:** Full Name \_\_\_\_\_

Maiden or Alias Name: \_\_\_\_\_

Check One:     Single     Married     Separated     Divorced     Widowed

Tenant Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Have you ever been convicted of a crime?     YES     NO

Date(s) \_\_\_\_\_ County/ST Convicted \_\_\_\_\_

Charge(s) please explain on next page

Have you ever been evicted?     YES     NO    If Yes, please explain on next page.

**2<sup>nd</sup> Applicant:** Full Name \_\_\_\_\_

Maiden or Alias Name: \_\_\_\_\_

Check One:     Single     Married     Separated     Divorced     Widowed

Tenant Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Have you ever been convicted of a crime?     YES     NO

Date(s) \_\_\_\_\_ County/ST Convicted \_\_\_\_\_

Charge(s) please explain on next page.

Have you ever been evicted?     YES     NO    If Yes, please explain on next page.

*Briar Bay*  
COMMUNITY ASSOCIATION  
**LEASING APPLICATION**  
**TENANT VEHICLES**

Yr, Make, Model, Color: \_\_\_\_\_ Tag #: \_\_\_\_\_

Yr, Make, Model, Color: \_\_\_\_\_ Tag #: \_\_\_\_\_

Yr, Make, Model, Color: \_\_\_\_\_ Tag #: \_\_\_\_\_

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

Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Name: \_\_\_\_\_ DOB: \_\_\_\_\_

**PETS (No more than 2 household pets)**

Name \_\_\_\_\_ Breed / Weight / Description \_\_\_\_\_

Name \_\_\_\_\_ Breed / Weight / Description \_\_\_\_\_

**EVICTON / CRIMINAL CHARGES EXPLANTION AREA**

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COMMUNITY ASSOCIATION  
LEASING APPLICATION

**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 Rent/Mortgage: \$ \_\_\_\_\_

Name and phone number of Landlord \_\_\_\_\_

**Previous Address:** \_\_\_\_\_

Community Name \_\_\_\_\_ Dates: From \_\_\_\_\_ To \_\_\_\_\_

Check One:  Owned Home  Parent or Family Member  Rented Rent/Mortgage: \$ \_\_\_\_\_

Name and phone number of Landlord \_\_\_\_\_

**Previous Address:** \_\_\_\_\_

Community Name \_\_\_\_\_ Dates: From \_\_\_\_\_ To \_\_\_\_\_

Check One:  Owned Home  Parent or Family Member  Rented Rent/Mortgage: \$ \_\_\_\_\_

Name and phone number of Landlord \_\_\_\_\_

**CURRENT EMPLOYEMENT**

1<sup>st</sup> Applicant: Employed by \_\_\_\_\_ Date of Employment \_\_\_\_\_

Name of Supervisor \_\_\_\_\_ Phone \_\_\_\_\_

Position Held \_\_\_\_\_ Monthly Gross Income \_\_\_\_\_

2<sup>ND</sup> Applicant: Employed by \_\_\_\_\_ Date of Employment \_\_\_\_\_

Name of Supervisor \_\_\_\_\_ Phone \_\_\_\_\_

Position Held \_\_\_\_\_ Monthly Gross Income \_\_\_\_\_



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**BACKGROUND & CREDIT INVESTIGATION AUTHORIZATION**

**1<sup>st</sup> Applicant**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Social Security #

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Driver's License #

\_\_\_\_\_  
Current Address

**2<sup>nd</sup> Applicant**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Social Security #

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Driver's License #

\_\_\_\_\_  
Current 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."

1<sup>st</sup> Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

2<sup>nd</sup> Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

*Briar Bay*  
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. Renewal 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 renewal application.
5. 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.
6. 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**

1. 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.
2. **EVERY YEAR upon lease renewal, each occupant 18 years of age and older must go through a re-approval process.**
3. APPLICATION FEES ARE NON-REFUNDABLE.
4. **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:
  - a) Any convictions or guilty pleas for assault or domestic violence.
  - b) 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.
  - c) 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.
  - d) Sexual predator and/or offender status.

\*APPLICANT(S) ACKNOWLEDGES AND AGREES TO THE ABOVE PROCEDURES & REQUIREMENTS: \_\_\_\_\_

\*LANDLORD ACKNOWLEDGES AND AGREES TO THE ABOVE PROCEDURES & REQUIREMENTS: \_\_\_\_\_

*Briar Bay*  
COMMUNITY ASSOCIATION  
LEASING APPLICATION

**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.

**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  
**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 until 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  
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**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 \_\_\_\_\_