

**SMITHBROOKE HOMEOWNERS ASSN.
APPLICATION FOR RESIDENCY (LEASE ONLY)**

The Governing Documents for Smithbrooke Homeowners Association **require written approval prior** to any person residing in any Lot. All prospective tenants must receive a Certificate of Approval by the Association prior to the lease taking effect. Please carefully read the following:

Any guest(s) occupying a Lot for 30 days or more must complete and submit an occupancy application to be approved by the Board of Directors.

In accordance with the Declaration of Covenants and Restrictions for Smithbrooke Homeowners Association and any rules duly adopted by the Board of Directors, the following procedures are to be followed when leasing a home.

1. Any homeowner submitting a rental application must be current with all assessments for the Village Association and the Master Association including fines imposed by the Association, prior to the lease application being approved.
2. The lease term must be for a minimum of six (6) months.
4. Sub-leasing is prohibited. The entire lot must be rented. Individual room rentals are prohibited.
5. The home may not be leased more than once in any six (6) month period.
6. The proposed tenants shall consist of no more than two persons per bedroom.
7. During the term of the lease, all assessments will continue to be paid directly by the homeowners of record.
8. The Association requires a security deposit (\$600.00) from homeowners who lease their Lot to be used by the Association to repair any damage to the Common Properties resulting from acts or omissions of tenants. Balance will be returned to homeowner within thirty days after the Association has been advised in writing by the homeowner that all tenants have permanently vacated the Lot.
9. A Certificate of Approval will be forwarded to the Applicant upon approval.
11. Once the lease period expires, lease extensions must be for at least 6 months. No month to month is permitted. Lease extensions must be submitted to GRS Management Associates for review.

**ALL ITEMS BELOW MUST BE SUBMITTED TOGETHER IN
ORDER TO BE CONSIDERED. SUBMIT TO:**

**GRS Management Associates, Inc.
3900 Woodlake Blvd., Suite 309
Lake Worth, FL 33463
561-641-8554 ◊ 561-641-9448 (Fax)**

1. Completed "Application for Residency" form.
2. A copy of the lease contract which includes the following language:
3. One Hundred (\$100.00) fee for each person 18 years of age and over (**married couple is \$100.00 total**) that will be residing within the unit throughout the period of the lease. The cost of this fee will cover a credit history report as well as a nationwide criminal history search. *Cashiers Check or Money Order to be made payable to "GRS Management Associates".*

There is a \$100.00 Non-Refundable application fee payable to Smithbrooke HOA, INC. in the form of a **Cashier's Check or Money Order**.

4. Six Hundred Dollar (\$600.00) security/damage deposit for common areas. *Check is to be made payable to Smithbrooke HOA.*
5. A picture ID of each adult resident (legible copy of driver's license or passport).
6. Pet registration form, if applicable.
7. The Homeowner's Association can disapprove a lease agreement if:
 - ◊ The homeowner (landlord) is in default with assessments, including fines imposed by the Association.
 - ◊ An unsatisfactory background check is found regarding the tenant or guest.
 - ◊ The tenant or guest fails to observe Smithbrooke's rules of conduct.

**SMITHBROOKE HOA
APPLICATION FOR RESIDENCY (LEASE)**

c/o GRS Management Associates
3900 Woodlake Blvd., Suite 309
Lake Worth, FL 33463
561-641-8554 ◊ 561-641-9448 (Fax)

Please Print

Date: _____ Property Address in Smithbrooke _____

OWNER INFORMATION:

Owner Name: _____ Phone # _____
Realtor: _____ Phone # _____
Realtor email: _____

APPLICANT'S INFORMATION:

App #1

Name: _____
Phone # _____ SS # _____ DOB _____
Email _____ Married/Single _____

App #2

Name: _____
Phone # _____ SS # _____ DOB _____
Email _____ Married/Single _____

App #3

Name: _____
Phone # _____ SS # _____ DOB _____
Email _____ Married/Single _____

App #4

Name: _____
Phone # _____ SS # _____ DOB _____
Email _____ Married/Single _____

Tenant Lease Term: _____ Lease Dates: _____

Please name all occupants and relationship to Lessee (provide age of children):

RESIDENCE HISTORY:

Present Address _____ City: _____ St _____ Zip _____

Previous Address _____ City: _____ St _____ Zip _____

If rented, Name of Landlord and Phone #: _____

VEHICLES:

Make of Vehicle Model Lic. Plate # Color State

LICENSED DRIVERS:

Name: 1. _____ Lic. # _____ State _____

Name: 2. _____ Lic. # _____ State _____

Name: 3. _____ Lic. # _____ State _____

PETS: YES _____ NO _____ (If yes, please complete the attached pet registration form).

WORK HISTORY: (Applicants 1. and 2.)

Employer: 1. _____ 2. _____

Phone: 1. _____ 2. _____

Address: 1. _____ 2. _____

EMERGENCY CONTACT INFO: _____

CRIMINAL BACKGROUND:

Have you {or other applicant} ever been convicted of a state or federal offense? Yes () No ()

Have you {or other applicant} ever been convicted of a felony in past 7 years? Yes () No ()

Are you {or other applicant} presently awaiting trial on any criminal offense? Yes () No ()

If Yes to any of the above, give Applicant's name, dates, name of court, and details of conviction on a separate sheet of paper.

APPLICANT ACKNOWLEDGEMENT

By my/our signature(s) below, I/we hereby certify:

1. That I/we have received, read, understand and agree to abide by all the Rules & Regulations and the Governing Documents of Smithbrooke HOA.
2. That all of the information contained in this application is true and complete and that I/we understand and agree that False or Misleading information given in this application constitutes grounds for rejection of this application and revocation of my right to reside on this property.
3. I/we give my/our permission for a nationwide Law Enforcement Background investigation and credit history verification; and understand that the HOA may deny the lease based on reasonable evidence that any occupant may pose a risk to the community or be unlikely to comply with the financial requirements of the lease.
4. A unit cannot be sub-leased by either the owner or the leaseholder. That no persons other than those shown on this application will reside in the unit and I/we agree that anyone moving into the unit at a later date will be registered with the Association.

Applicant Signature: _____ Date: _____
Applicant Signature: _____ Date: _____

OFFICE USE ONLY: APPROVED [] DENIED [] DATE: _____

Reason denied/comments: _____

Agent for the Board Signature: _____ DATE: _____

AUTHORIZATION FILE DISCLOSURE

APPLICANT/TENANT CONSENT

I hereby consent to allow Verify Screening Solutions, Inc., through its designated agent/employee, to obtain and verify my consumer reports, including but not limited to, my credit report, criminal information, and eviction information for the purpose of determining my eligibility to lease/purchase an apartment. I further understand if I lease/purchase an apartment, I consent to allow Verify Screening Solution, Inc. and it's designated agent/employee, for the duration of my lease, to review the following list of information to assess risk, for analytics, for process improvement, and other uses: my consumer reports, including but not limited to my credit report, criminal information, eviction information, my rental payment history, and occupancy history, and other information. The facts set forth in my application for residency are true and complete. False, fraudulent or misleading information on an application may be grounds for denial of residency or subsequent eviction.

Signature

Date

Printed Name

Date of Birth

Social Security Number

Driver's License Number

State

2nd Applicant's Signature

Date

Printed Name

Date of Birth

Social Security Number

Driver's License Number

State

ADDITIONAL OCCUPANTS OVER 18, AUTHORIZATION FORM IS REQUIRED

PET REGISTRATION FORM

Owner or Resident: _____

Property Address: _____

Type of Pet (please circle one): DOG CAT BIRD OTHER _____

Pet's Name: _____ Pet's Age: _____

Pet's Weight: _____

PALM BEACH COUNTY RABIES LICENSE TAG NUMBER

(Required by Palm Beach County Ordinance 98-22)

Breed (*Be specific – give complete description, color, etc.*):

PLEASE ATTACH PHOTO HERE:

I am aware of Smithbrooke HOA's rules, regulations and restrictions regarding pets on the property and agree to abide by them.

Owner's Signature _____ Date: _____

SMITHBROOKE PET RULES

Pets and Animals – Only pets belonging to Owners (or those occupying lots through the authority of the Owners) will be allowed within the Association, subject to the following restrictions:

1. Each unit may house up to two (2) animals, which may only be domestic cats and/or dogs with a weight of no more than fifty (50) pounds in the aggregate;
2. No pit bulls or aggressive breed dogs are permitted;
3. All pets shall be registered with the Association (form enclosed);
4. All animals shall be contained at the Dwelling Unit and shall not be permitted to roam free, or to otherwise disturb the peace of other Owners;
5. No pet shall be permitted outside a Dwelling Unit except on a leash;
6. No dog shall be permitted off the owner's property (which property is exclusive to the owner and does not include common areas) unless the dog is under the restraint or control of a person by means of a chain, leash or other device;
7. Dogs shall be on a leash or chain no longer than 6 ft.;
8. Dogs shall have collar and leash that is compatible with dogs' weight and size;
9. The person handling/walking the dog shall be able to maintain control of the dog at all times;
10. Cats must be confined to the Owner's property;
11. No pets shall be allowed to constitute a nuisance;
12. Each Owner shall promptly remove and properly dispose of any solid waste deposited by his pet. Pet stations are provided throughout the community;
13. No animal breeding or sales as a business shall be permitted;
14. Goats, horses, cattle, sheep, chickens, and the like, are hereby specifically prohibited. Obnoxious animals are prohibited. The determination of what is obnoxious animal shall be determined by the Association at its sole discretion.

Offenses will NOT be tolerated and will be sent to the Violations Committee for review and possible fining. Offenders shall be reported to Leslie DiStefano (561) 641-8554 or ldistefano@grsmgt.com

I agree to abide by the rules and regulations of SMITHBROOKE HOA., INC. and am subject to the Declaration of Covenants of SMITHBROOKE HOA, INC. Failure to comply with terms and conditions thereof shall be a material default and breach of the lease agreement.

In the event the Owner rents their property and becomes delinquent in the payment of the Homeowners Association Assessments during the lease term, the parties acknowledge that the Association shall have the right to notify the Tenant of such

delinquency, and demand that all Rent payments be paid to the Association until the delinquency is paid in full.

OWNER For and on behalf of the Board of Directors

LESSEE LESSEE

Date

APPLICATION INSTRUCTIONS:

1. Fill out application *completely* and submit to GRS Management Associates, 3900 Woodlake Blvd., Suite 309, Lake Worth, FL 33463. Please allow 10 days for review and action to be taken by SMITHBROOKE HOMEOWNERS ASSOCIATION, INC.
2. There is a \$100.00 Non-Refundable application fee payable to SMITHBROOKE HOA., INC. AND \$100.00 Non-Refundable application fee payable to GRS MANAGEMENT ASSOCIATES.
3. **LEASES ONLY:** There is a \$600 refundable Security Deposit payable to Smithbrooke Homeowners Association, Inc. Deposit can be returned upon tenant moving out and written request being submitted by the person who submitted the deposit to us.
4. Above signed acceptance of the Rules and Regulations must be submitted along with the application, as well as a copy of the lease agreement.

Smithbrooke Homeowners Association, Inc.
Rules and Regulations

1. Air Conditioning Units. Only central air conditioning units are permitted, and no window, wall or portable air conditioning units are permitted without the prior written consent of the Association.
2. Basketball Backboards. No permanently installed basketball backboards are permitted. No portable basketball backboards may be kept outside of a UNIT overnight or when not in use.
3. Business or Commercial Use. No trade, business, profession or commercial activity, or any other non-residential use, shall be permitted by a unit owner or resident.
4. Clotheslines and Outside Clothes Drying. No clotheslines or clothespoles shall be erected, and no outside clothes-drying is permitted unless it is in an area that is screened from view at the rear of the unit.
5. Common Areas. Nothing shall be stored, constructed, placed within or removed from any Common Area unless approved by the Association.
6. Damage and Destruction. In the event any unit or other improvement is damaged or destroyed, the owner of the unit or improvement, shall repair and restore same as soon as is reasonably practical to the same condition that the unit or improvement was in prior to such damage or destruction, unless otherwise approved by the Association.
7. Driveways. No asphalt or gravel driveways, walkways or sidewalks are permitted and all driveways, sidewalks and walkways must be constructed with an upgraded, stabilized hard surface approved by the Association. All driveways and walkways must be constructed with concrete, stamped concrete or brick pavers.
8. Exterior changes, alterations and improvements. No owner shall make any improvement without the prior written consent of the Association.
9. Fences. Fences shall not be permitted on any lot without the consent of the Association.
10. Garages. No garage shall be permanently enclosed and no portion of a garage originally intended for the parking of an automobile shall be converted into a living space or storage area. All garage doors shall remain closed when not in use.
11. Garbage and Trash. Garbage, trash, refuse or rubbish shall be regularly picked up, shall not be permitted to unreasonably accumulate and shall not be placed or dumped on any portion of the subject property or common area. Garbage, trash, refuse or rubbish that is required to be placed along any road or in any particular area in order to be collected may be so placed after 5:00 PM on the day before the scheduled day of collection and any trash facilities must be removed on the collection day and placed out of view.
12. Lakes and Canals. No swimming or boating is allowed in any lake or canal within Smithbrooke.
13. Leases. All leases must be in writing and copies delivered to the Association prior to occupancy of the tenant(s). No lease shall be for a period of less than 6 months without the consent of the Association.
14. Mailboxes. No mailboxes are permitted except for common mailboxes supplied by the Association.

15. Nuisances. No nuisances shall be permitted with the subject property and no use or practice which is an unreasonable source of annoyance to the residents within the subject property or which shall interfere with the peaceful possession and proper use of the subject property by its residents shall be permitted. No unreasonably offensive or unlawful action shall be permitted and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times.
16. Occupancy. No unit shall be permanently occupied by more than five persons for a two bedroom unit and two additional persons for each additional bedroom or den in the unit.
17. Outside Antennas and Flag Poles: Digital satellite dishes not exceeding 18" in diameter which are located in the rear of the unit and not visible from adjoining streets are permitted. All other signal receiving or sending antennas, dishes, devices or flagpoles are not permitted without the approval of the Association.
18. Outside Storage of Personal Property: The personal property of any resident of Smithbrooke shall be kept inside the residents unit or a fence or a walled-in yard except for tasteful patio furniture and accessories, Bar-B-Q grills, playground equipment approved by the Association and other personal property commonly kept outside must be kept in the rear of the lot and must be neat appearing and in good condition.
19. Pets. Each unit may house up to two (2) animals, which may only be domestic cats and/or dogs with a weight of no more than fifty (50) pounds in the aggregate. No pit bulls are permitted. No pets shall cause or be the source of annoyance, nuisance or disturbance to any other owner or resident. Each pet owner shall be responsible for the removal and disposal of pet waste. Free roaming animals are prohibited. Pets must be leashed when outside of the unit.
20. Playground Equipment. No owner shall install any sports, recreational or toddler/children equipment on his lot or on the exterior of his unit without the prior written consent of the Association.
21. Portable Buildings. No portable, storage, temporary or accessory buildings or structures, sheds or tents shall be erected, constructed or located upon any lot for storage or otherwise.
22. Signs. No signs shall be placed in or upon any unit which are visible from the exterior of the unit.
23. Window Treatments. Window treatments shall consist of drapery, blinds, shutters, decorative panels or other tasteful window covering and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted.
24. Parking/Vehicular Restrictions.
- A. Parking shall be permitted only on driveways and inside garages. No parking on the streets or swales.
 - B. If parked on driveways, vehicles shall not obstruct traffic on the streets.
 - C. Vehicles belonging to authorized persons actively using the Recreation Area are permitted to be parked in the Recreation Area parking lot. Also, temporary guests are permitted to park overnight in Recreation Area
 - D. No vehicle or other possessions belonging to an Owner or to an Owner's family member, guest, invitee or tenant shall be positioned in such a manner as to impede or prevent ready ingress or egress to another Owner's driveway.
 - E. No overnight parking of boats and commercial vehicles is allowed unless within the garage of the home and with the garage door closed. As otherwise provided for in the Declaration, trailers, motor homes and recreational vehicles shall not be parked in

- the Community.
- F. No repairs of vehicles shall be made within the Community unless the repairs take less than twenty-four hours. The only exception to the preceding shall be: (a) emergency repairs; and, (b) repairs made within the garage of the Home and with the garage door closed.
 - G. Disposal of drained automotive fluids is not allowed within the Community.
 - H. Vehicles which cannot operate under their own power and/or which remain within the Community for more than seventy-two hours shall be towed at the Owner's expense, unless parked on the Owner's driveway or inside the Owner's garage.
 - I. All vehicles shall be kept in proper operating condition so as not to be a hazard or a nuisance by noise, exhaust emission, appearance or otherwise.
 - J. No Owner shall keep any vehicle on the Lot which is deemed to be a nuisance by the Board.
 - K. No Owner shall perform restorations of any motor vehicle, boat or other vehicle within the community unless made within the garage of the Home and with the garage door closed.
 - L. Car washing shall be permitted only on an Owner's driveway.
 - M. Owners shall maintain a current registration and all required insurance coverage for all vehicles parked within the community.
 - N. The Board shall make a reasonable attempt to give notice to the owner's of offending vehicles. If such vehicle is not removed or if the violation is not corrected, the Board may have the offending vehicle towed at the expense and risk of the owner of the vehicle.
 - O. The operation of dirt bikes, mopeds, all-terrain vehicles, golf carts, motorized scooters, go-carts and other non-licensed or non-registered vehicles are prohibited in the community.

The rules and regulations listed above are a brief excerpt of the governing documents of the Association.