

LAKEVIEW ESTATES HOMEOWNERS' ASSOCIATION, INC.

UNIT LEASE/RENTAL APPLICATION PACKAGE

APPLICATION PACKAGE TO BE SUBMITTED TO:

GRS MANAGEMENT ASSOCIATES, INC.

3900 WOODLAKE BOULEVARD, SUITE 309

LAKE WORTH, FL 33463

Lakeview Estates Homeowners' Association, Inc.

"Unit Lease/Rental Application Package

Checklist

- [] "Unit Lease/Rental Application and Required Documentation," including all support documentation, properly signed by the Unit Owner and the prospective lessee (s).
- [] Lakeview Estates Lease/Rental Application.
- [] Copy of prospective tenant's signed lease agreement.
- [] Application fees: \$200.00 payable to Lakeview Estates HOA and \$100 (per unmarried applicant over the age of 18) payable to GRS Management Associates.
- [] Escrow deposit (\$1000.00) payable to Lakeview Estates.
- [] Authorization to do background check and credit check signed by all prospective adult tenants ("Agreement and Information Release").
- [] **Rule 35. Lease/Rental of a Unit in the Subdivision**, contained in the "Lakeview Estates Homeowners' Association, SCHEDULE "A" TO DECLARATIONS OF COVENANTS, EASEMENTS AND RESTRICTIONS - RULES AND REGULATIONS."

Lakeview Estates Homeowners' Association, Inc.
Unit Lease/Rental Procedure and Required Documentation
(Effective Date June 25, 2013)

A. Authority

Section 2 (Leases), Article VIII (Resale, Lease, and Occupancy Restrictions) of the Declarations of Covenants, Easements and Restrictions for Lakeview Estates gives the Lakeview Estates Homeowners' Association, Inc. ("Lakeview Estates" or the "Association") the authority to set certain rules, regulations, processes, and procedures covering individual owners who wish to lease their property. The following procedures and associated documentation, which govern the leasing of a Unit, have been approved by the Association's Board of Directors at a duly called meeting for that purpose on April 16, 2013.

B. Leasing Principles

1. No portion of a Lot and Unit (other than the entire Lot and Unit) may be rented.
2. All leases shall be in writing, be approved by the Association, and shall provide that the Association shall have the right to terminate the lease in the name of and as agent for the lessor upon default by tenant in observing any of the provisions of the Association's Declaration, the Articles of Incorporation, Bylaws of the Association, the Association's Rules and Regulations, the Phase Covenants, or other applicable provisions of any agreement, document, or instrument governing the properties or administered by the Association or the Phase Association.
3. Leasing of Lots and Units shall be subject to the prior written approval of the Association, which approval shall not be unreasonably withheld.
4. No lease shall be for a term less than one (1) year.
5. Owners who wish to lease their Lots and Units shall be required to place in escrow with the Association a repair and maintenance deposit of up to \$1,000.00, which may be used by the Association to pay for any damage to the common areas or other portions of the properties owned and/or maintained by the Association or Smith Dairy Central resulting from acts or omissions of tenants, as determined in the sole discretion of the Association or the Phase Association, as applicable. The owner's escrow deposit should be maintained at the \$1,000.00 level within thirty (30) days after any payments are made from the deposit account.
6. The owner shall be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effect any repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant.

7. Any balance remaining in the escrow account, less an administrative charge not to exceed \$50.00, shall be returned to the owner within ninety (90) days after the tenant and all subsequent tenants permanently move out.
8. Tenants are subject to all of the Associations legal governing documents and its rules and regulations. The owner's tenants shall sign a statement signifying that they have received a copy of the Associations Declarations, the Articles of Incorporation, the Bylaws of the Association, and the Association's Rules and Regulations, and that they have read and agree to abide by the documents.
9. The Association's Board of Directors shall evaluate all proposed leases to confirm that they meet with the lease requirements set forth in the Association's governing documents.

C. Lease/Rental Procedure

1. Application to Lease/Rent

Complete the "Lakeview Estates Lease/Rental Application" and submit it, along with a non-refundable application fee, to the Association's management company. A prospective tenant cannot move into a unit until the application has been approved. All prospective occupants of the unit must be identified in the application. Except for visitors of less than thirty one (31) consecutive days, the management company should be notified immediately if there is a change in the occupants of the unit.

2. Tenant Lease

A copy of the tenant's signed lease should be provided to the Association as part of the application package. The Association shall have the right to terminate the lease in the event of a default by an owner's tenant(s) in complying with the provisions of the Associations legal documents, and its rules and regulations.

Unit owners are expected to provide lessees with a copy of the Association's legal documents, and its rules and regulations, pool keys, and entry gate access remote controls.

3. Application Fee

A non-refundable application fee of two hundred dollars (\$200.00) shall be included with the owner's tenant application package. The fee shall be paid in the form of a certified check or money order made payable to "Lakeview Estates Homeowners' Association, Inc.," and shall represent the cost incurred performing background checks and credit checks as necessary.

4. Background Check

A background check will be performed for each prospective adult occupant of the unit (any occupant who is at least eighteen years of age), not just for the person(s) responsible for the lease.

5. Credit Check

A credit check will be performed for each person responsible for the lease. Credit checks are not performed on weekends or holidays, so there could be a delay in processing the application, depending on when the owner submits the payment and application.

6. Refundable Escrow Deposit for Repairs and Maintenance

An escrow account will be established for each rental property and it will be maintained by the Association's management company. The escrow deposit of one thousand dollars (\$1,000.00) shall be paid in the form of a certified check or money order made payable to "Lakeview Estates Homeowners' Association, Inc.," prior to a tenant taking possession of a unit.

7. Prospective Tenant Interview

All prospective tenants must make themselves available to be interviewed as part of the application process. Prior to any approval, prospective tenants must sign a statement signifying that they have received a copy of the Associations Declarations, the Articles of Incorporation, the Bylaws of the Association, and the Association's Rules and Regulations, and that they have read and agree to abide by the documents. These documents are provided to the prospective lessee by the lessor.

8. Outstanding Unit Owner Obligations to the Association

The Association reserves the right to disapprove a lease/rental application because there is a delinquency in the payment of any monetary obligation to the Association by the Unit Owner at the time that the lease/rental application is submitted for approval.

9. Approval of the Application

The Association's Board of Directors shall establish procedures for the prompt processing of lease/rental applications. The time for processing an application is tolled until all application documentation, the escrow deposit, and the application fee has been received by the management company.

10. Risk of Loss and Disclaimer of Warranties

The Association will establish procedures for the prompt processing of lease/rental applications but makes no warranties whatsoever as to how quickly any particular application can be processed. Unit Owners are encouraged to submit the completed lease/rental application, the escrow deposit, and the application fee to the Association's management company as soon as possible before the desired date of occupancy. The risk of loss resulting from any inability of the Association to complete the processing of a lease/rental application before the desired date of occupancy is borne by the Unit Owner and by the prospective tenants to the fullest extent of the law.

D. Unit Lease/Rental Application Package

The "Unit Lease/Rental Application Package" shall include the following.

1. "Unit Lease/Rental Procedure and Required Documentation"
2. "Lakeview Estates Lease/Rental Application" properly signed by the Unit Owner and the prospective lessee(s).
3. Copy of prospective tenant's signed lease agreement.
4. Application fee.
5. Escrow deposit.
6. Authorization to do background check and credit check signed by all prospective adult tenants ("Agreement and Information Release").

The application is not considered to be complete if all required information, payments, and deposits identified above have not been delivered to the Association's management company.

Lakeview Estates Lease/Rental Application

Unit Owner(s) Name: _____

Unit No.: _____

Telephone No.: _____

Unit Address: _____

Signer(s) on Lease:

Name 1: _____

Name 2: _____

Marital Status: _____

Marital Status: _____

Telephone No.: _____

Telephone No.: _____

Date of Birth: _____

Date of Birth: _____

Social Security No.: _____

Social Security No.: _____

Employer Information:

Employer Information:

Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Number of Persons to Occupy Unit: _____

Number of Adults (age 18 years and older) to Occupy Unit: _____

Name of Adult Occupant No. 1: _____

Date of Birth: _____

Social Security No.: _____

Name of Adult Occupant No. 2: _____

Date of Birth: _____

Social Security No.: _____

Name of Adult Occupant No. 3: _____

Date of Birth: _____

Social Security No.: _____

Number and Types of Pets:

Pet No. 1: _____

Pet No. 2: _____

Number and Type of Vehicles:
(Year/Make/Model)

Vehicle No. 1: _____

Vehicle No. 3: _____

Vehicle No. 2: _____

Two References Who Are Not Relatives:

Reference No. 1:

Reference No. 2:

Name: _____

Name: _____

Address:

Address:

Telephone No.: _____

Telephone No.: _____

Emergency Contact Information:

Name: _____

Telephone No.: _____

ATTESTATION: I (we) affirm that the information provided in this application is true and correct. I (we) understand that any false, inaccurate, untrue, or otherwise misleading information provided herein, shall be grounds for the disapproval of this application.

LESSEE'S SIGNATURE:

Name

Name

Signature

Signature

Date

Date

UNIT OWNER SIGNATURE:

Signature

Date

**LAKEVIEW ESTATES HOMEOWNERS' ASSOCIATION
AGREEMENT AND INFORMATION RELEASE**

I (we) hereby agree to the following:

1. I (we) have received a copy of and have read the rules, regulations, and all governing legal documents of the Lakeview Estates Homeowners' Association (the "Association") and agree to follow and abide by them.
2. I (we) understand that subleasing of the unit is prohibited.
3. I (we) understand that any approval of our lease/rental application is conditioned upon the truth and accuracy of the statements contained therein. Any misrepresentation or falsification of information contained in my application will result in the automatic disapproval of my application. I (we) understand that the Association shall have the right to retroactively disapprove of my lease application, even once approval has been given, in the event that the Association discovers a misrepresentation or falsification on my lease/rental application and/or supporting documentation.
4. I (we) understand that occupancy of the Unit prior to Association approval is prohibited.
5. The Association, through their designee, may cause to be conducted an investigation of my background and credit as the Association may deem necessary and in the best interest of the community. Accordingly, I specifically authorize the Association and/or its representatives to make such investigations and I agree that the information contained in my application may be used in such investigations and that the Board of Directors and Officers and agents of the Association shall be held harmless from any action or claim by me in connection with the use of the information contained in my application or any investigations conducted by the Association or its agents.
6. In making my application, I (we) understand that the decision of the Association to approve or disapprove my application will be final and no reason need be given for any disapproval of my application or for any actions taken by the Association in the review of my application and its supporting documentation. I agree to be governed by the Association's decisions.

Name: _____
(Print)

Date: _____

Signature: _____

Name: _____
(Print)

Date: _____

Signature: _____

35. Lease/Rental of a Unit in the Subdivision

The community's legal documents permit a Unit owner to lease/rent their Unit. Section 2 (Leases), Article VIII (reseat, Lease, and Occupancy Restrictions) of the Declarations of Covenants, Easements and Restrictions for Lakeview Estates gives the Lakeview Estates Homeowners' Association, Inc. ("Lakeview Estates" or the "Association") the authority to set certain rules, regulations, processes, and procedures covering individual owners who wish to lease their property. The procedures and associated documentation, which govern the leasing of a Unit, were approved by the Association's Board of Directors at a duly called meeting for that purpose on April 16, 2013.

Any Unit owner who wishes to lease/rent their Unit after June 25, 2013 must follow the process delineated in the "Unit Lease/Rental Application Package" and provide the required documentation and fees specified in the application package to the Association's property management company. The application package, which includes the "Unit Lease/Rental Procedure and Required Documentation", the "Agreement and Information Release," and the "Lakeview Estates Lease/Rental Application", can be obtained from the Association's property management company or the Association's website.

Any Unit owner who had their Unit under lease/rental prior to June 25, 2013 must provide the Association's property management company with a copy of the current lessee/s lease and a completed "Lakeview Estates Lease/Rental Application" for the Association's file. This documentation should be provided to the Association's property management company within ten (10) business days of formal notification of this procedure by the Association. Additionally, any subsequent lease/rental of the Unit to new tenants will be governed by the lease/rental procedure adopted by the Board of Directors on April 16, 2013.

APPLICATION PACKAGE TO BE SUBMITTED TO:

**GRS MANAGEMENT ASSOCIATES' INC.
3900 WOODLAKE BOULEVARD, SUITE 309
LAKE WORTH, FL 33463**

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