

Boca Isles South
19951 Ocean Key Drive
Boca Raton, FL 33498
(561)477-7334
(2017)

New Tenant Lease Application

Checklist

Property Address: _____

Owner Name(s): _____

Tenant Name(s): _____

Application Received by: _____ Date: _____

Proposed Lease Term: Start _____ End _____

Mgr Board

- | | | |
|-------|-------|-----------------------------------------------------------|
| _____ | _____ | Executed Application for Lease Forms (Pages 2-5) |
| _____ | _____ | Executed Boca Isles South Addendum |
| _____ | _____ | Executed Acceptance of Documents/Rules & Regulations Form |
| _____ | _____ | Executed Acceptance of Liability for Damage Form |
| _____ | _____ | Application for Occupancy and Authorization Form |
| _____ | _____ | Deposit -6 month POA fees |
| _____ | _____ | Security Deposit - \$ 1,500 |
| _____ | _____ | Non-refundable lease application fee- \$ 250 |
| _____ | _____ | Background Check |
| _____ | _____ | Executed Lease Contract – All Pages |
| _____ | _____ | Signatures and Dates on All Applicable Documents |
| _____ | _____ | Leasing Rules initialed by Owner and Tenant |

FOR OFFICAL USE ONLY

Received By: _____ Date: _____

Board Approval Print: _____ Date: _____

Signature: _____

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Application for Lease Contact Information

Owner:

Name: _____

Rental Property Address: _____

Official Mailing Address: _____

Home Phone _____ Cell Phone _____

Email: _____

Realtor/ Agent:

Name: _____

Address: _____

Office Phone _____ Cell Phone _____

Email: _____

Lessee #1:

Name: _____

Address: _____

Home Phone _____ Cell Phone _____

Email: _____

Lessee #2:

Name: _____

Address: _____

Home Phone _____ Cell Phone _____

Email: _____

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Immediate family members who will occupy Unit with Lessee(s) (print/type):

Name: _____ Age: _____ Relationship: _____
Name: _____ Age: _____ Relationship: _____
Name: _____ Age: _____ Relationship: _____
Name: _____ Age: _____ Relationship: _____
Name: _____ Age: _____ Relationship: _____

I/we hereby agree for myself and for all family members who reside in the unit which I seek to Lease:

To abide by the governing documents of Boca Isles South POA, including but not limited to the Declarations and By-Laws and Rules and Regulations, as adopted, and as may be changed from time to time and any other restrictions which are or may in the future be adopted by Boca Isles South POA, Inc.

I/we understand the Association limitation of two (2) domestic pets and that no pit bulls, pit bull mixed breeds or other dangerous animals are allowed at any time.

I/we have _____/do not have _____ a service or support animal (list breed _____). I understand if a need arises during the term of this lease for a support animal the above breeds are prohibited and agree to avoid selecting a service/support animal from those breeds prohibited by the Association.

I/we understand that sub-leasing, or occupancy of this unit in my absence, is prohibited.

I/we understand that any violation of the terms, provisions, conditions and covenants of the Boca Isles South POA, Inc. provides cause for immediate action as therein provided of termination of the lease under appropriate circumstances.

Applicant(s):

Print Name: _____

Signature: _____ Date: _____

Print Name: _____

Signature: _____ Date: _____

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APPLICATION FOR LEASE APPROVAL

This application, the Owner/Realtor/Tenant information forms and the attached application for occupancy and authorization form must be completed in detail. If any questions are not answered, or sections left blank, the application will not be processed and will be returned for completion.

Please attach a copy of the proposed Lease to this application and the lease shall include the wording specified in section 3.h. of the attached Association leasing rules and included with this package.

Please include the three (3) checks required in section 3.1 of the attached Association leasing rules and payable to Boca Isles South POA, Inc.

The owner understands and warrants that in the event of damage, destruction, theft, or liability caused by the lessee with respect to Association Property, the owner/lessor shall be held financially responsible for such loss and the Association may collect such damages pursuant to Association Regulations.

The completed application must be submitted to the Association's office at least 30 business days prior to the application lease start date.

Use of residence is for single family only and no Corporation, Company, Partnership or Trust may lease a residence. Owner/Residents/Tenants are limited to immediate family members and immediate family members are defined as spouses/domestic partners, children, grandchildren, parents, grandparents or siblings of the Owner/Resident.

The Lessor/Owner must provide the Lessee with a copy of the Association's Declaration of Protective Covenants and any amendments thereto, Articles of Incorporation and By-Laws and Rules and Regulations of the Association, and the Lessee is bound to comply with these regulations.

Failure to follow the Declarations and Rules and Regulations will result in action by the Association granted in the Declarations and adopted Rules and Regulations.

Owner Name _____ Date _____

Owner Signature _____

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BOCA ISLES SOUTH ADDENDUM

The landlord appoints the Boca Isles South Property Owners Association Inc. as its irrevocable agent for purposes of eviction pursuant to Florida’s Residential Landlord Tenant Act. Landlord and Tenant hereby expressly covenant and agree that the Boca Isles South Property Owners Association Inc. shall be entitled to immediately proceed, without notice, to evict Tenant in the event the Association forwards two (2) or more demand letters regarding a violation by said Tenant of the governing documents or these Rules and Regulations, as the same are amended from time to time

“Tenant expressly covenants and agrees to comply with all terms of the governing documents for Boca Isles South in addition to all rules and regulations adopted by the Association, and Tenant expressly recognizes and agrees that he has been provided with a complete copy of all covenants, conditions, restrictions, and rules and regulations for the Boca Isles South Property Owners Association prior to assuming occupancy of the home. Tenant expressly covenants and agrees that Tenant is aware of all restrictions pertaining to rentals contained within the governing documents for Boca Isles South and the rules and regulations, and has knowledge that this lease is subject to and must be approved in advance by the Board of Directors of the Boca Isles South Property Owners Association Inc.

Owner Name (print): _____

Signature: _____ Date: _____

Owner Name (print): _____

Signature: _____ Date: _____

Tenant Name (print): _____

Signature: _____ Date: _____

Tenant Name (print): _____

Signature: _____ Date: _____

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Acceptance of Documents/Rules and Regulations

I,(print) _____, lessee/tenant of the
residence located at _____
_____, hereby state that I
have a copy of the ruling documents and Rules and Regulations of Boca Isles South POA and I
understand and accept the ruling documents and the Rules and Regulations of the Community
and will abide by them.

Signature _____ Date _____
Tenant

Witness _____
Print

Signature _____ Date _____

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Acceptance of Liability for Damage

Clubhouse/Pool/Courts/Card Tables/Gym/Gates/Common Area

I _____, lessee/tenant of the
residence located at _____

_____, hereby accept
financial responsibility for any damage to the Clubhouse, its furnishings, or other Common Area
caused by myself, family members, and/or guests, while using the equipment.

I further agree that if any damage is caused, I accept billing for the total cost of repair or
replacement and that payment of invoices relating to the repair or replacement will be paid
within 5 days if receipt of Association Invoice.

I understand that if for any reason I fail to make financial restitution to the Association for any
damages, the Association will proceed with legal action and I will further be responsible for all
legal and court fees accrued because of my failure to pay for damages caused by myself, family
members, and/or guests.

Signature _____ Date _____

Tenant

Witness _____

Print

Signature _____ Date _____

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Application for Occupancy and Authorization

I/we, (print) _____

having provided Boca Isles South POA an executed and approved lease to the property located at

request approval to move into the residence on [date(s)] _____

I/We acknowledge:

No moving companies, moving vehicles, rental trucks, etc. will be allowed entry to Boca Isles South POA between the hours of 8:00 PM and 8:00 AM Monday through Saturday and that no such vehicles will be allowed entry on Sundays or National holidays, as identified in the Rules and Regulations.

All moving vehicles granted entry during permitted hours must be removed by 8:00 PM or a violation will occur and the owner/tenant will be subject to fines and penalties as permitted by Florida law. Removal action will be taken, including action as may be required by local law enforcement.

Tenant Name (print): _____

Signature: _____ Date: _____

Tenant Name (print): _____

Signature: _____ Date: _____

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BIS Leasing Rules

3. **LEASING/RENTING.** The following provisions govern leasing in the Community:

- a. No homeowner shall lease a home for a period of one (1) year from the date of ownership of title to said home.
- b. A homeowner shall not receive approval to rent a home unless he is current on all Association assessments. Delinquent homeowners must pay all amounts due before renting a home. Any violations on the home must be corrected before renting the home.
- c. A homeowner shall not rent a portion of a home; only the entire home may be rented. No home, or portion thereof, shall be sublet.
- d. All leases, including those which are being renewed with the same tenant, must be submitted to the Board for approval in advance. A homeowner shall submit a lease for approval no less than thirty (30) business days prior to the date of intended occupancy by the tenant. No homeowner shall lease his home until the homeowner receives the written approval of the Association. Lease approval may be denied by the Association for reasons including, but not limited to, the homeowner or prior tenant violating any provision in the governing documents or Association rules or if the proposed lease does not comply with the requirements of these Rules & Regulations governing the leasing of homes. If lease approval is denied, then the rental of the home shall not occur.
- e. No lease of a home shall be made for less than a six (6) month consecutive period. No transient accommodations shall be provided. There shall be no sublease of any home or lease agreement.
- f. A home shall not be leased more than once in any twelve (12) month period.

Owners Initials: _____ **Tenants Initials:** _____

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- g. All leases shall be in writing and shall provide that: (a) the right of the tenant to use and occupy the home and the Association property shall be subject and subordinate to the governing documents of the Association and these Rules and Regulations; (b) the Association shall have the right to terminate the lease upon the tenant's failure to comply with any of the provisions of the governing documents or these Rules and Regulations; and (c) the lease term is a minimum of six (6) months. No lease shall provide for an early lease termination or have any other provision that would reduce the lease term to a period of less than six (6) consecutive months.
- h. All leases utilized by homeowners shall contain the following language, and if any such language does not contain said language, the lease shall not be approved and shall be considered void:

"The landlord appoints the Boca Isles South Property Owners Association Inc. as its irrevocable agent for purposes of eviction pursuant to Florida's Residential Landlord Tenant

Act. Landlord and Tenant hereby expressly covenant and agree that the Boca Isles South Property Owners Association Inc. shall be entitled to immediately proceed, without notice, to evict Tenant in the event the Association forwards two (2) or more demand letters regarding a violation by said Tenant of the governing documents or these Rules and Regulations, as the same are amended from time to time.

"Tenant expressly covenants and agrees to comply with all terms of the governing documents for Boca Isles South in addition to all rules and regulations adopted by the Association, and Tenant expressly recognizes and agrees that he has been provided with a complete copy of all covenants, conditions, restrictions, and rules and regulations for the Boca Isles South Property Owners Association prior to assuming occupancy of the home. Tenant expressly covenants and agrees that Tenant is aware of all restrictions pertaining to rentals contained within the governing documents for Boca Isles South and the rules and regulations, and has knowledge that this lease is subject to and must be approved in advance by the Board of Directors of the Boca Isles South Property Owners Association Inc. "

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- i. Before entering into a lease, a homeowner shall provide the prospective tenant with a complete, legible copy of the Association's governing documents, including the Declaration, By-laws, and Rules and Regulations (and any amendments thereto). The homeowner shall certify to the Association, in writing, that legible copies of these documents have so been provided to the prospective tenant.
- j. In order to determine that the proposed tenants are familiar with the Association's governing documents, the Board of Directors, at its option, shall have the right to require a personal orientation meeting with the proposed tenants prior to occupancy of the home by the tenants. The Board of Directors may designate a committee or any individual(s) or the property manager to conduct such a meeting.
- k. The owner of a leased home shall be jointly and severally liable with his or her tenant for compliance with the governing documents and these Rules and Regulations. They shall be jointly and severally liable to the Association to pay all assessments and/or any open claims for injury or damage to persons or property caused by the acts or omissions of the tenant, his family members and/or guests. If during the lease term the homeowner becomes delinquent in the payment of any assessment, the Association shall have the authority to directly collect the rental payments from the tenant.
- l. Prior to leasing his home, an owner shall submit an application, along with a draft lease, and three checks made payable to the Boca Isles South Property Owners Association, Inc. The first check shall be in the amount of \$250, representing a non-refundable application fee to cover the cost of credit and criminal background checks on the tenants. The second shall be a check for \$1,500, representing a security deposit against any future damage to the common elements. The third check shall be payable in an amount equaling six (6) months worth of association dues. The security deposit and six (6) months advance dues shall be deposited and retained in a separate account from the Association's general operating account. If the homeowner fails to make a monthly POA payment, the money will be taken from the association dues deposit. Upon completion of the lease term, the remainder shall be refunded to the homeowner within thirty (30) days. Owner and lessee acknowledge that per FL 720 statutes, should the owner become delinquent in any monetary obligation to the Association, and upon notice to the tenant by the Association, the Association may demand that the tenant pay to the association the subsequent rental payments and continue to make such payments until all the monetary obligations of the parcel owner related to the parcel have been paid in full to the Association.

Owners Initials: _____ **Tenants Initials:** _____

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- m. After the lease has been approved by the Board and executed by the parties thereto, the owner shall submit a fully-executed copy to the Association.
- n. A home shall only be occupied as a single-family residence, and all occupants must live as a single economic unit. For purposes of this section, the term “family” shall be defined as a single individual and that person’s parents, siblings, children, grandchildren, grandparents, and spouse. If the person is not married, then the term “spouse” may also mean a person who is otherwise the equivalent of a spouse who is part of a single economic unit with the tenant. The Association may require tenants to provide proof of their familial relationship.
- o. Notwithstanding anything contained in these Rules and Regulations to the contrary, in order to avoid undue hardship, the Association’s Board of Directors may, in its sole discretion, grant a hardship approval to a homeowner not otherwise entitled to approval of a lease, except that: (a) a hardship may not be granted for a lease whose term is less than six months, and (b) the Association’s Board of Directors may require certain conditions to any such approval, which conditions must be complied with or the hardship approval shall be revoked and the transaction unauthorized. A hardship approval is a privilege and not a right.
- p. If the notice herein required is not given or the fully completed application is not submitted by the owner, then at any time after receiving knowledge of the lease, the Association -- at its election and without notice -- may require the lessee to vacate the premises. The owner shall be fined at the rate of \$25/day from the date the lessee moved in and the lessee and the owner shall be denied all clubhouse and gate access privileges until the fine is paid.
- q. In the event the Association determines that an Owner has failed to comply with any provisions contained herein, the Association shall have the right to pursue all legal remedies against the Owner, including without limitation injunctive relief and/or to remove any occupant. In the event attorney fees are incurred by the Association to enforce compliance with this Section 2, whether against an Owner, tenant or an occupant, the Owner shall be responsible to pay same, whether or not a lawsuit is filed.

Owners Initials: _____ **Tenants Initials:** _____