

# Briar Bay

## COMMUNITY ASSOCIATION

### ~LEASING APPLICATION~ APPLICATION & ORIENTATION PROCEDURES

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➤ **APPLICATION, ORIENTATION & APPROVAL PROCEDURES:**

Applications must be received no later than 10 days prior to the expected move-in date. The applicant and homeowner are responsible to have the application and supporting materials submitted on time.  
*(Occupancy is not permitted prior to the orientation. Exceptions will not be considered.)*

➤ **COMMUNITY & CLUBHOUSE ACCESS:**

**Homeowner must provide tenant a Clubhouse Access Pass and one Gate Access Remote for each vehicle.**

1. **APPLICATION:** Each applicant 18 years and older must complete an application.
2. **APPLICATION FEES:** A non-refundable application fee of **\$125.00** is required per applicant, 18 years and older. Fees are made **payable to Kings Management Services, Inc. by money order or secured funds only.**
3. **DAMAGE DEPOSIT:** A damage deposit is required with all lease applications. Deposit shall be held by the Association to pay for any damage to the Common Area or Sub-Association property or other portions of the Property resulting from acts or omissions of tenants. Deposit without interest will be refunded at the end of Lease term if no damage has been caused by tenant or their guests during Lease period. Deposits are made **payable to Briar Bay Community Association, Inc. by money order or secured funds only**
  - **\$1,500 Deposit Required For: Liberty Bay, Liberty Isles, Sail Harbour, The Tides, Waters Edge**
  - **\$1,000 Deposit Required For: Cove I and Cove II**
4. **LEASE AGREEMENT:** Submit with your Lease application a legible copy of your Lease agreement, signed by all parties. No lease can be for less than a six (6) month period or more than twelve (12) months.
5. **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.
6. **INCOME VERIFICATION:** Submit one of the following for income verification:  
**Personal Tax Return, W2 or recent checks stubs.**
7. **SUBMITTING APPLICATION:** Upon completion of all required forms, please submit application to the on-site property manager for processing at the **Briar Bay Clubhouse.** Faxed or emailed copies will not be accepted.

➤ **CHECK LIST OF REQUIRED ITEMS:**

- Lease Application Cover Form
- Signed BRIAR BAY TENANT APPROVAL CRITERIA form
- Completed and signed APPLICATION FOR OCCUPANCY.
- BACKGROUND INVESTIGATION & CREDIT REPORT AUTHORIZATION FORM(S)
- Copy of DRIVER'S LICENSE and SOCIAL SECURITY CARD for each applicant.
- Copies of Personal Tax Return, W2 or check stubs for income verification.
- Copy of Signed LEASE.
- \$125.00 non-refundable APPLICATION FEE for EACH applicant, regardless of marital status.**  
Payable to **Kings Management Services, Inc. Secured funds only.**
- DAMAGE DEPOSIT per paragraph 4 above.**  
Payable to **Briar Bay Community Association, Inc. Secured funds only.**

➤ **APPLICANTS' INITIALS:** \_\_\_\_\_

**This application will be returned to you unless every item on the checklist has been provided.**



*Briar Bay*  
COMMUNITY ASSOCIATION

~LEASING APPLICATION~  
APPLICATION COVER SHEET

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**OWNER / PROPERTY INFORMATION:**

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

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

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

Property Address: \_\_\_\_\_

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

Owner's Agent & Phone #: \_\_\_\_\_

Tenant's Agent & Phone #: \_\_\_\_\_

**ADULT APPLICANTS:**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

**TENANT VEHICLES:**

Make – Model – Color: \_\_\_\_\_ Tag #: \_\_\_\_\_

Make – Model – Color: \_\_\_\_\_ Tag #: \_\_\_\_\_

Make – Model – Color: \_\_\_\_\_ Tag #: \_\_\_\_\_

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

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_

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**ASSOCIATION USE ONLY:**

Master Account #: \_\_\_\_\_

Balance Due on Master Account: \$ \_\_\_\_\_

Community: \_\_\_\_\_

Sub Account #: \_\_\_\_\_

Balance Due on Sub Account: \$ \_\_\_\_\_

Application Fees Paid: \_\_\_\_\_

Damage Deposit Paid: \$ \_\_\_\_\_

Damage Deposit Paid By: \_\_\_\_\_

Orientation Date: \_\_\_\_\_

% Rent to Income Ratio: \_\_\_\_\_

Monthly Rental Payment: \$ \_\_\_\_\_

Comments: \_\_\_\_\_

# Briar Bay

## COMMUNITY ASSOCIATION

### ~LEASING APPLICATION~ APPLICANT & RESIDENCE HISTORY

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

Single Married Separated Divorced Maiden Name \_\_\_\_\_

Have you ever been convicted of a crime? Date(s) \_\_\_\_\_ Country/State Convicted in \_\_\_\_\_

Charge(s) \_\_\_\_\_

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

Single Married Separated Divorced Maiden Name \_\_\_\_\_

Have you ever been convicted of a crime? Date(s) \_\_\_\_\_ Country/State Convicted in \_\_\_\_\_

Charge(s) \_\_\_\_\_

**Description & Number of Pets:** \_\_\_\_\_

### RESIDENCE HISTORY

PLEASE PRINT FULL ADDRESS, INCLUDING UNIT/APT NUMBER, CITY, STATE & ZIP CODE

A. Present address \_\_\_\_\_

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

Own Home Parent/Family Member Rented Home Rented Apt. Other Amount of Rent / Mortgage: \$ \_\_\_\_\_

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

B. Previous address \_\_\_\_\_

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

Own Home Parent/Family Member Rented Home Rented Apt. Other Amount of Rent / Mortgage: \$ \_\_\_\_\_

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

C. Previous address \_\_\_\_\_

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

Own Home Parent/Family Member Rented Home Rented Apt. Other Amount of Rent / Mortgage: \$ \_\_\_\_\_

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

# Briar Bay COMMUNITY ASSOCIATION

## ~LEASING APPLICATION~ EMPLOYMENT & CHARACTER REFERENCES

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### EMPLOYMENT REFERENCE

\* Please include a recent copy of a check stub, personal tax return or W2 for verification \*

A. **1<sup>st</sup> Applicant** Employed by \_\_\_\_\_ Dates of Employment: \_\_\_\_\_ To \_\_\_\_\_  
Name of Supervisor \_\_\_\_\_ Phone \_\_\_\_\_  
Position \_\_\_\_\_ Monthly Gross Income \$ \_\_\_\_\_

B. **2<sup>nd</sup> Applicant** Employed by \_\_\_\_\_ Dates of Employment: \_\_\_\_\_ To \_\_\_\_\_  
Name of Supervisor \_\_\_\_\_ Phone \_\_\_\_\_  
Position \_\_\_\_\_ Monthly Gross Income \$ \_\_\_\_\_

### CHARACTER REFERENCES (NO FAMILY MEMBERS)

A. **1<sup>st</sup> Applicant's** Character Reference \_\_\_\_\_ Primary Phone # \_\_\_\_\_  
Address \_\_\_\_\_ Email Address \_\_\_\_\_

B. **1<sup>st</sup> Applicant's** Character Reference \_\_\_\_\_ Primary Phone # \_\_\_\_\_  
Address \_\_\_\_\_ Email Address \_\_\_\_\_

A. **2<sup>st</sup> Applicant's** Character Reference \_\_\_\_\_ Primary Phone # \_\_\_\_\_  
Address \_\_\_\_\_ Email Address \_\_\_\_\_

B. **2<sup>st</sup> Applicant's** Character Reference \_\_\_\_\_ Primary Phone # \_\_\_\_\_  
Address \_\_\_\_\_ Email Address \_\_\_\_\_

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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 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.

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

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

*Briar Bay*  
COMMUNITY ASSOCIATION

~LEASING APPLICATION~  
BACKGROUND & CREDIT INVESTIGATION AUTHORIZATION

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**1<sup>ST</sup> APPLICANT**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Social Security #                      Date of Birth

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

\_\_\_\_\_  
Address                                              Zip

**2<sup>ND</sup> APPLICANT**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Social Security #                      Date of Birth

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

\_\_\_\_\_  
Address                                              Zip

"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 areas:

*A background security interview, civil records check, employment reference checks, education records check, character reference checks, salary / wage verification, Local, State and National criminal records check, motor vehicle records check, credit bureau records 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, agents, employees and representatives and the **SUB-ASSOCIATION** I am applying to live in, their officers, agents and employees from any liability resulting either 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 actions 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 representatives 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

\_\_\_\_\_  
2<sup>ND</sup> APPLICANT'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**THE COVE I & II AT BRIAR BAY COMMUNITY ASSOCIATION, INC.**

**COVE I & II HOMEOWNER ADDENDUM TO BRIAR BAY LEASING APPLICATION**

*\*This form must be completed and signed by the Homeowner prior to submitting lease application.*

**COVE ADDRESS** \_\_\_\_\_

**HOMEOWNER MAILING ADDRESS** \_\_\_\_\_

**TENANT NAME(S)** \_\_\_\_\_

*As the owner of the unit to be Leased; I acknowledge that I have the responsibility to ensure that any Tenant (s) abide by the Condominium Rules and Regulations.*

From the Cove Condominium Documents - Page 31 -Section 14 Leasing of Units: ([www.thecoveatbriarbay.com](http://www.thecoveatbriarbay.com))

14.2.A. The Lessee and all occupants shall abide by all provisions of the Condominium Documents, The Community Association Documents and reasonable Rules and Regulations of both the Association and the Community Association, all as amended from time to time, the failure of which shall constitute a material default and breach of the lease.

14.2.B. The parties recognize that the Association as agent for the Landlord/Owner has the power to evict the tenants and occupants under Chapter 83, Florida Statutes, for violation of the Condominium Documents and reasonable Rules and Regulations, as amended from time to time.

Page 30 13.5 Nuisances Ordinances and Laws – No Owner, Occupant or Guest shall use any of the Condominium Property or permit same to be used, in any manner which is unreasonably disturbing, detrimental or a nuisance to the Owner (s), Occupant (s) and Guest (s) of other unit (s), or which would not be consistent with the maintenance of the highest standards for a first class residential development, nor permit the Condominium Property to be used in a disorderly or unlawful way, nor which will produce an insurance risk for the Association or other Owners or Occupants. The use of each unit shall be consistent with existing ordinances and laws and the Condominium Documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner.

*I understand that only those on the tenant application; who are approved at interview; may occupy the unit. If advised by the Condominium Association that the unit is being occupied by tenants other than those approved; I will immediately resolve the situation by either eviction of unapproved tenants or by compelling additional tenants to apply for approval*

*I have read and understood the above section from the Cove Condominium Association Documents and agree to end the Lease of any Tenant who does not abide by the Rules and Regulations and evict within 30 days.*

\_\_\_\_\_  
**HOMEOWNER NAME(S)**

\_\_\_\_\_  
**HOMEOWNER SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**FOR THE MASTER BOARD AT BRIAR BAY COMMUNITY ASSOCIATION, INC.**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**FOR THE COVE AT BRIAR BAY CONDOMINIUM ASSOCIATION, INC.**

\_\_\_\_\_  
**DATE**

THE COVE I & II AT BRIAR BAY COMMUNITY ASSOCIATION, INC.

**COVE I & II HOMEOWNER "ASSIGNMENT OF RENT" ADDENDUM**

*\*This form must be completed and signed by the Homeowner & Tenant prior to submitting lease application.*

COVE ADDRESS \_\_\_\_\_

HOMEOWNER NAME(S) \_\_\_\_\_

TENANT NAME(S) \_\_\_\_\_

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**HOMEOWNER:**

*"In the event that there is any delinquency on my Cove at Briar Bay Condominium Association Account; I agree that the monthly rental on the unit will be assigned to the Cove at Briar Bay Condominium Association until the delinquency has been remediated. I will not institute eviction procedures against a tenant in good standing; whilst the rent is assigned to the Association."*

\_\_\_\_\_  
HOMEOWNER SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
HOMEOWNER EMAIL ADDRESS & CONTACT NUMBER

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**TENANT:**

*"I agree; that in the event of notification from the Association's Management Company; to comply with instruction to remit rental payments; under the same provisions as the Lease I have signed; directly to the Cove at Briar Bay Condominium Association."*

\_\_\_\_\_  
TENANT SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TENANT EMAIL ADDRESS & CONTACT NUMBER