

#### ~ IMPORTANT NOTICE PLEASE READ CAREFULLY~

- THE FOLLOWING APPLICATION MUST BE COMPLETED IN ITS ENTIRETY FOR ALL LEASES, NEW AND RENEWALS.
- INCOMPLETE APPLICATIONS OR APPLICATIONS MISSING INFORMATION WILL BE RETURNED AND WILL DELAY PROCESSING.
- ALL APPLICANTS OVER THE AGE OF 18 MUST COMPLETE THE BACKGROUND CHECK RELEASE FORM.
- COMPLETED APPLICATIONS MAY BE RETURNED TO THE MANAGEMENT OFFICE OR MAILED TO THE SALES & RENTALS DEPARTMENT AT SEACREST SERVICES, INC., 2400 CENTREPARK W. DRIVE, SUITE 175, WEST PALM BEACH FL 33409.

THE BOARD OF DIRECTORS OF CANYON LAKES HOMEOWNERS ASSOCIATION, INC. IS RESPONSIBLE FOR THE APPROVAL OR DENIAL OF ANY APPLICATIONS.

#### PLEASE BE SURE TO INCLUDE THE FOLLOWING ITEMS WITH YOUR APPLICATION:

- COMPLETED APPLICATION.
- APPLICATION SIGNED AND DATED BY THE HOMEOWNER(S) AND APPLICANT(S) WHERE INDICATED.
- 3. COPY OF SIGNED LEASE, RENEWED LEASE OR LEASE ADDENDUM SIGNED BY THE HOMEOWNER(S) AND APPLICANT(S).
- 4. DRIVERS LICENSE COPIES FOR ALL APPLICANTS OVER THE AGE OF 18 YEARS.
- 5. IF APPLICANT, CO-APPLICANT AND OR ADULT OCCUPANT ARE UNRELATED, ADDITIONAL APPLICATIONS MUST BE COMPLETED.
- 6. NO OWNER, WHO OBTAINS TITLE TO HIS OR HER LOT THROUGH ANY FORM OF CONVEYANCE, AFTER THE EFFECTIVE DATE OF THIS AMENDMENT, INCLUDING FORECLOSURE, SHALL BE ENTITLED TO LEASE HIS OR HER LOT DURING THE FIRST TWELVE (12) MONTHS OF OWNERSHIP OF SAID LOT, WHICH TWELVE (12) MONTH PERIOD SHALL COMMENCE ON THE CLOSING DATE THEREOF OR SUCH OTHER DATE THAT SAID OWNER OBTAINS TITLE TO HIS OR HER LOT.
- 7. ALL LEASES MUST BE FOR A TERM OF NOT LESS THAN SIX (6) MONTHS AND NO LOT MAY BE LEASED MORE THAN ONE (1) TIME DURING ANY CONSECUTIVE TWELVE (12) MONTH PERIOD. **THERE SHALL BE NO SUBLEASING OF LOTS**. ALL LEASES MUST BE FOR A SINGLE FAMILY DWELLING.
- 8. <u>FOR NEW LEASE APPLICATIONS</u> A NON REFUNDABLE APPLICATION FEE IN THE AMOUNT OF \$150, PAYABLE TO CANYON LAKES HOA, MUST ACCOMPANY THIS APPLICATION. THIS FEE COVERS THE SCREENING FOR TWO APPLICANTS OVER THE AGE OF 18 YEARS. ANY ADDITIONAL APPLICANTS OVER THE AGE OF 18 REQUIRES AN ADDITIONAL FEE OF \$20 PER APPLICANT.
- 9. FOR NEW LEASE APPLICATIONS ~ A REFUNDABLE SECURITY DEPOSIT EQUAL TO THREE (3) MONTHS HOA DUES, PAYABLE TO CANYON LAKES HOA, MUST ACCOMPANY THIS APPLICATION. THE DEPOSIT WILL BE HELD IN A NON-INTEREST BEARING ACCOUNT UPON APPROVAL OF THE RENTAL APPLICATION BY THE RENTAL COMMITTEE (AS PER ARTICLE X, SECTION 5, OF THE CANYON LAKES DECLARATION OF COVENANTS, RESTRICTIONS & EASEMENTS, AS AMENDED).



- 10. <u>FOR LEASE RENEWAL APPLICATIONS</u> A NON-REFUNDABLE APPLICATION FEE IN THE AMOUNT OF \$100, PAYABLE TO CANYON LAKES HOA, MUST ACCOMPANY THIS APPLICATION. THIS FEE COVERS THE SCREENING FOR TWO APPLICANTS OVER THE AGE OF 18 YEARS. ANY ADDITIONAL APPLICANTS OVER THE AGE OF 18 REQUIRES AN ADDITIONAL FEE OF \$20 PER APPLICANT.
- 11. IF THE APPLICANT LISTS ANY PETS, A VACCINATION RECORD NOTING THE BREED OF THE PET AND SHOWING ALL VACCINATIONS ARE UP TO DATE MUST BE INCLUDED.
- 12. APPLICANT AGREES TO OBTAIN FROM THE HOMEOWNER A COPY OF THE RULES & REGULATIONS AND THE DECLARATIONS AND ADHERE TO THEM.
- 13. HOMEOWNERS WHO ARE DELINQUENT MAY **NOT** RENT THEIR HOME.
- 14. IT IS THE RESPONSIBILITY OF EACH HOMEOWNER TO COMPLY WITH THE CANYON LAKES HOA LEASING PROCEDURES AND TO SUBMIT AN APPLICATION FOR THE RENTAL OR RENEWAL PROCESS.
- 15. HOME OWNERS WHO DO NOT COMPLY WITH THE RULES & REGULATIONS OF CANYON LAKES HOA WILL BE SUBJECT TO PENALTIES AND INITIATION OF LEGAL PROCEEDINGS.

#### **APPLICATIONS MAY TAKE UP TO THIRTY (30) DAYS TO PROCESS**



To be completed by Canyon Lakes HOA/Seacrest Services, Inc.

Application type:	O New Application	O Renewal Application		
Date application received	d by Management Office/Seac	rest Services:		
ASSOCIATION NAME:	CVNAUN I VREZ HUMEUMNIEL			
	ASSOCIATION NAME: CANYON LAKES HOMEOWNERS ASSOCIATION, INC.  RENTAL UNIT ADDRESS: LOT #			
RENTAL UNIT ADDRESS.	BOYNTON BEACH FL 33473			
NAME OF CURRENT OW	NER(S):			
PERMANENT ADDRESS (	OF OWNER:			
OWNER'S TELEPHONE #	:AL	TERNATE TELEPHONE #:		
ADDI 104 NIZIO NIA 145				
APPLICANT'S NAME:				
APPLICANT'S CURRENT	ADDRESS:			
APPLICANT'S TELEPHON	E#: AL	TERNATE TELEPHONE #:		
APPLICAN 1'S 55#:		DATE OF BIRTH:		
EMPLOYER'S NAME:		TELEPHONE #:		
SUPERVISOR'S NAME:		APPLICANT'S INCOME: \$		
_				
CO-APPLICANT'S NAME:	·			
CO-APPLICANT'S CURRE	NT ADDRESS:			
CO-APPLICANT'S TELEPH	IONE #:	ALTERNATE TELEPHONE #:		
CO-APPLICANT'S SS#:		DATE OF BIRTH:		
EMPLOYER'S NAME:		TELEPHONE #:		
	EMPLOYER'S NAME:TELEPHONE #:			
SUPERVISOR'S NAME:		CO-APPLICANT'S INCOME: <u>\$</u>		



PLEASE		NEW LEASE APPLICATION ~ LEASI	E DATES: TO
СНЕСК		CANYON LAKES SECURITY DEPOS	SIT \$ CHECK #
ONE		RENEWAL APPLICATION ~ LEASE	DATES: TO
		MONTHLY RENT: \$	
	IF APPRO	OVED, PLEASE LIST ALL OCCUPANTS W	HO WILL RESIDE AT THE RESIDENCE:
NAME		RELATIONSHIP TO APPLIC	CANT DATE OF BIRTH
	EMERGENCY C	ONTACT INFORMATION ~ In the event	t of an emergency who should we contact:
NAME:			and the control of th
ADDRESS	:		
TELEPHO	NE NUMBER:		
RELATION	NSHIP TO APPLI	CANT:	
		Under no circumstances shall a Pit Bull, Rangerous dog be permitted on the property	Pottweiler, Doberman Pinscher, Presa Canarios y. If no pets, please write "NONE".
NAME:		BREED:	WEIGHT:
NAME:		BREED:	WEIGHT:
NAME:		BREED:	WEIGHT:
RFFFRFN	CFS ~ nlease lis	st three (3) references:	
NAME:	•	DDRESS:	TELEPHONE #:
NAME:		DDRESS:	TELEPHONE #:
NAME:		DDRESS:	TELEPHONE #:
BANK REFERENCES ~please list one (1) or two (2) bank references:			
BANK:		ADDRESS:	ACCOUNT #:
BANK:		ADDRESS:	ACCOUNT #:
IF APPRO	VED, PLEASE P	ROVIDE THE ADDRESS WHERE THE CE	RTIFICATE OF APPROVAL SHOULD BE SENT:



#### NOTICE TO PAY RENT DIRECTLY TO THE HOMEOWNERS ASSOCIATION

Pursuant to the new Senate Bill effective July 1, 2010, as modified July 1, 2011, Canyon Lakes Homeowners Association, Inc. (the "Association") is afforded the ability to collect rental payments directly from a tenant residing at a property where the owner of the property is delinquent in paying any monetary obligation owed to the Association until such time as the delinquency is fully satisfied by the application of such payments or until the tenancy is discontinued on the property.

Florida Statute 720.3085(8) (a) states:

"If the parcel is occupied by a tenant and the parcel owner is delinquent in paying any monetary obligation due to 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 monetary obligations of the parcel owner related to the parcel have been paid in full to the association and the association releases the tenant or until the tenant discontinues tenancy in the parcel. A tenant who acts in good faith in response to a written demand from an association is immune from any claim from the parcel owner."

Accordingly, should your landlord become delinquent during your tenancy you will be required to pay your rental payments directly to the Canyon Lakes Homeowner's Association, on a monthly basis, on or before the 1<sup>ST</sup> day of each month, commencing upon the Association's demand from you to receive such payments. Payments received after this date will be subject to a \$25.00 accruable late fee. An additional \$35.00 fee will be charged for a bounced check to cover the bank fees

If you have prepaid your rent to the landlord, you must provide written evidence of your pre-paid rents to the Association within 14 days after receiving notice from the Association. Thereafter rent payments will be made directly to the association and continue doing so until the association notifies you otherwise.

The new Florida law also provides that the Association has the right to evict you from the parcel for failure to pay the above-referenced monetary obligations to the Association.

The undersigned hereby acknowledges all the governing documents of Canyon Lakes HOA, Inc. and the Rules and Regulations and State Statutes supersede and take precedence over landlord and Management lease agreements and will abide by the provisions contained within this notice, as applicable

OWNER'S SIGNATURE	DATE	
TENANT'S SIGNATURE	DATE	



Canyon Lakes Homeowners Association, Inc. has adopted rules on leasing to help maximize enjoyment, maintain values, and assure the continued aesthetic beauty of our community. The rules apply to all Owners and their families, tenants, and guests. The rules are automatically a part of each lease (even if they are not attached), and each Owner is responsible for making sure his tenants have a copy of the rules and follow them. Owners are responsible for providing or purchasing access cards and garage door clickers for their tenants. Additional cards are \$10 each. Checks should be made payable to Canyon Lakes HOA, Inc.

LEASING OF HOMES. Properties may not be leased more than one time in a twelve month period. All leases must be for single family homes. All applicants must submit an application for screening purposes to the Canyon Lakes HOA, Inc. property management office located at 8771 Canyon Lakes Drive, Boynton Beach, FL 33473. The Canyon Lakes Board of Directors is responsible for approval or disapproval of an application. Please allow thirty (30) days to process a completed lease application. Applicants may not move in prior to receiving a Certificate of Approval letter from the Canyon Lakes Board of Directors. Homeowners and tenants who do not comply with the screening and approval process are in violation of the Canyon Lakes Documents and are subject to fines and/or eviction. Each Owner is liable for all damages caused by the Owner, his family, guests or pets, and by the Owner's tenants, and their family, guests or pets.

Leasing of homes is allowed only if all leases are in accordance with the provisions of the Association's governing documents and community policies, a copy of the then-current community policies are provided by the Owner to the Owner's tenant at the beginning of the lease term, and the home is not leased less than six months, or leased more than one time in any consecutive twelve month period. The Owner and tenant must comply with all applicable governing documents, rules and community policies.

All leases shall provide and if they do not so provide then the leases shall be deemed to provide, that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of the Association's Declaration, the Articles, the Bylaws, applicable Rules and Regulations, or of any other agreement, document or instrument governing the Lots or Homes and the Association may evict any such tenants pursuant to Florida Statute 83. The Owner of a leased Home shall be jointly and severally liable with his tenant for compliance with the Canyon Lakes HOA, Inc. Documents and to the Association to pay any claim for injury or damage to property caused by acts or omissions of the tenant. Every lease shall be subordinate to any lien filed by the Association.

Any individual, 18 years of age or older, that may take up residency in the community after a lease has been approved or resides in the community for thirty (30) or more days during any 12 month period shall be deemed a tenant and required to, within thirty (30) days complete a Rental Application Package and submit to the Association's approval process, including all related fees, costs and background checks. If such an individual 1) is not disclosed to the Association, or 2) does not timely submit to the application and approval process, or 3) is disapproved for occupancy but fails or refuses to vacate the premises, then any otherwise valid lease on the associated property shall be deemed terminated and all residents of the associated property may be evicted by Canyon Lakes pursuant to Florida Statute 83.



ALL LEASES SUBMITTED TO CANYON LAKES MUST STATE IN WRITING THAT THE HOMEOWNER/LANDLORD AND TENANT ACKNOWLEDGE AND AGREE TO ABIDE BY ARTICLE X, SECTION 5 OF THE CANYON LAKES DECLARATION OF COVENANTS AS AMENDED AND RECORDED ON MAY 28, 2008, WHICH STATES:

Section 5 LEASES: No portion of a Home (other than an entire Home) may be rented, except for allowable single family use. Further, no Owner, who obtains title to his or her Lot through any form of conveyance, after the effective date of this amendment, including foreclosure, shall be entitled to lease his or her Lot during the first twelve (12) months of Ownership of said Lot, which twelve (12) month period shall commence on the Closing Date thereof or such other date that said Owner obtains title to his or her Lot. Notwithstanding the foregoing, the remainder of this Section 5, as amended from time to time, shall be applicable to all Owners regardless of when title is obtained to their Lots. All leases shall provide and if they do not so provide then the leases shall be deemed to provide, that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles, the Bylaws, applicable rules and regulations, or of any other agreement, document or instrument governing the Lots or Homes. The Owner of a leased Home shall be jointly and severally liable with his tenant for compliance with the Canyon Lakes Documents and to the Association to pay any claim for injury or damage to property caused by the negligence of the tenant. Every lease shall be subordinate to any lien filed by the Association whether before or after such lease was entered into.

All leases including all renewals or extensions of existing leases shall be in writing and shall be approved by the Association or a Committee of the Association. All leases shall be for a term of not less than six (6) months, and no Lot may be leased more than one (1) time in any consecutive twelve (12) month period. There shall be no subleases of any Lots. The Association or its Committee shall have the authority to charge a Two Hundred (\$200.00) Dollar application fee per applicant, per lease, including on any lease renewal or lease extension. Further, the Association shall have the authority to charge a security deposit of up to one (1) month's rent, for purposes of offsetting any damage to the Common Areas or to perform any necessary maintenance or repairs due to the negligent or willful conduct of an Owner, or his tenants, guests, invitees or licensees while the property is leased. The collection, depositing and return of such security deposit shall be governed by the applicable provisions of Part II of Chapter 8 Florida Statue. Additionally, the Association or its Committee shall have the authority to interview any prospective tenant, and the Association or its Committee shall have the authority to perform any reasonable background check, including, but not limited to a criminal background check, employment verification check, and reference check. Each applicant shall be required to disclose the identity of all occupants of his or her Lot and all proposed occupants must be approved, in writing, by the Association or its Committee. Any person who resides in a Home on any Lot for more than thirty (30) days in any calendar year shall not be deemed a guest but shall be deemed a tenant for purposes of requiring approval under this Section. The Board of Directors of the Association shall have the authority to promulgate additional rules and regulations governing the leasing of Lots that are not inconsistent with this Section of the Declaration.



The undersigned acknowledges receipt of all the governing documents of Canyon Lakes HOA, Inc. and the Rules and Regulation from the Homeowners. The undersigned hereby agree to abide by all the documents for the Association, which include the "Declaration of Covenants and Restrictions" "Articles of Incorporation" "By-Laws" and "Rules and Regulations" whether they are recorded or unrecorded. The undersigned hereby acknowledges all the governing documents of Canyon Lakes HOA, Inc. and the Rules and Regulation supersede and take precedence over landlord and management lease agreements.

OWNER'S SIGNATURE	DATE	
TENANT'S SIGNATURE	DATE	
□ сн	ECK HERE IF THIS IS A SIX (6) MONTH LEASE.	
THIS SECTION FOR BOARD USE ONLY		
STATUS OF OWNER'S MAINTENANCE	ACCOUNT:	
AMOUNT: \$	AS OF:	
BY:		
APPROVED:	DATE:	
DENIED:	DATE:	
	STATUS OF RENTAL APPLICATION:	
APPROVED:	DATE:	
DENIED:	DATE:	



**OWNER'S SIGNATURE** 

## CANYON LAKES HOMEOWNERS ASSOCIATION RENTAL APPLICATION PACKAGE

#### **NOTICE OF INTENT TO LEASE**

I/WE DO HEREBY NOTIFY THE CANYON LAKES HOMEOWNERS ASSOCIATION, INC., OF OUR INTENT TO LEASE THE ADDRESS REFERENCED BELOW AS FOLLOWS: CURRENT OWNER(S): LIST ALL PERSONS WHO WILL OCCUPY THE UNIT: NAMF RELATIONSHIP TO APPLICANT DATE OF BIRTH LEASE PERIOD FROM: \_\_\_\_\_ TO: \_\_\_\_\_ **CURRENT OWNER(S) SIGNATURE(S): OWNER'S SIGNATURE** DATE

DATE



#### **AUTHORIZATION FORM FOR CONSUMER REPORTS OR INVESTIGATIVE CONSUMER REPORTS**

(Required for all applicants over 18 years of age)

In connection with your leasing application of a dwelling and/or during tenancy it is understand that consumer reports or investigative consumer reports which may contain public record information may be requested or made on you including consumer credit, criminal records, landlord-tenant court records, driving record, education, prior employer verification, workers compensation claims and others. These reports may include experience information along with reasons for termination of past employment. Further, understand that information from various Federal, State, local and other agencies which contain your past activities may be requested.

By signing the following form, you hereby authorize without reservation, any part or agency contacted by Canyon Lakes Homeowners Association, Inc., to furnish the above-mentioned information. You further authorize ongoing procurement of the above-mentioned reports at any time during tenancy. You also agree that a fax or photocopy of this authorization with your signature be accepted with the same authority as the original. By your signature, you also authorize without reservation *Allied Resident Check/Employee Screening Services* to provide an applicant's information to various government, law enforcement, and Consumer Reporting Agencies.

You have the right to make a request of *Allied Resident Check/Employee Screening Services* upon proper identification and the payment of any legally permissible fees, for the information in its files on you at the time of your request.

You hereby authorize and request, without any reservation, any present or former employer, school, police department, and financial institution, division of motor vehicles, consumer reporting agencies, or other persons or agencies having knowledge about you to furnish *Allied Resident Check/Employee Screening Services* with any and all background information in their possession regarding you, in order that your qualifications may be evaluated.

Name:	
Address:	
Driver's License #:	
The following is for identification purpose	s only to perform the background check:
Date of Birth:	
Gender:	
Other of Former Names:	
State:	
Signature:	Date:



#### **RENTAL APPLICATION CHECKLIST**

Please use this list to ensure your application is complete to avoid any delays in processing.

Applications missing any of the following information will not be accepted.
 Application is signed by the LANDLORD and TENANT
 Copies of drivers licenses for all applicants/occupants over 18 are included
 Copies of vaccination records for any pets listed are included
 A Release Form and Background Check Form have been completed by all applicants/occupants over the age of 18
 A copy of the renewed lease or lease addendum showing new lease dates is included
 Application fee (\$100 for renewals; \$150 for new applicants; \$20 for each additional applicant/occupant over the age of 18)

Security deposit (for new leases only; currently \$975)



#### BACKGROUND INFORMATION RELEASE FORM

DATE:	,
ACCOUNT NAME:	Canyon Lakes
SEND TO:	ResidentCheck
FAX #:	1-800-495-4842
ABOVE FO	OR OFFICE USE ONLY
CRIMINAL/CREDIT BACKO	GROUND INFORMATION RELEASE accurately and legibly. PLEASE PRINT.
FULL LEGAL NAME	
STREET ADDRESS	
CITY STATE	ZIP COUNTY
PREVIOUS ADDRESS	HOW LONG?
CITY STATE	ZIP COUNTY
S.S. NUMBER	
DATE OF BIRTH	
DRIVERS LICENSE	STATE
or institution to release information to Allied ResidentCheck/En	ministrator; federal, state, county or city agency; consumer reporting agency; nployee Screening Service. I voluntarily waive all rights of recourse and uthorization. A telephone facsimile or photocopy of this release shall be as
SIGNED	
DATE	