

RIVER BEND CONDOMINIUM ASSOCIATION OF BREVARD, INC.

P&P Title:	Unit Lease Approval				
P&P Number:	P&P: 11-3(R-9/16)	Revised:	6/25/12; 10/26/15; 10/1/16	Effective Date:	10/1/16

Approved By: BOD

Date Approved 9/26/16

Overview

This Policy and Procedure allows for a set of uniform conditions to enforce and preserve the residential character of River Bend. It is this objective that allows standards on rentals and assures their enforcement. This document references and is based on existing rules concerning the leasing of River Bend condominium units contained in River Bend foundational documents (Declaration of Condominium, Articles of Incorporation and By-Laws) and in applicable Florida law.

References

Declaration of Condominium

Article X, Use Restrictions, par. B (page 15).

- A unit may be rented provided the occupancy is only by one (1) lessee and members of his [or her] immediate family and guests.
- The minimum rental period is ninety (90) days.
- No rooms may be rented and no transient tenants may be accommodated.
- No lease of a unit shall release or discharge the owner thereof of compliance with this Section X or any of his other duties as a unit owner.
- Time-sharing of units is prohibited.
- Subleasing of units is prohibited.
- All leases shall be in writing and shall be subject to this Declaration, the Articles of Incorporation, By-Laws, and the Rules and Regulations of the Association and shall be approved by the Association.

Article X, Use Restrictions, par. O (page 17) and FS §718.106(4) , provides, in part, that “When a unit is leased, a tenant shall have all use rights in the Association property and those common elements otherwise readily available for use generally by unit owners and the unit owner shall not have such rights except as a guest.”

Article XVI, Association to Maintain Register of Owners and Mortgagees, (page 21-22), requires that the Association be provided with the name of any lessee.

Article XXIV, Remedies for Violations, (page 23) provides, in part, that “Each unit owner, each tenant and other invitee ... shall be governed by, and shall comply with the provisions of the Florida Condominium Act, the declaration, the documents creating the Association, and the Association By-Laws and the provisions thereof shall be deemed expressly incorporated into any lease of a unit.”

Articles of Incorporation

Article III, Powers, par. B-1 (page 3). The powers of the Association include the power “To make and establish reasonable rules and regulations governing the use of condominium units and the common elements in the condominium as said terms may be defined in the Declaration of Condominium.”

By-Laws

Par. 4, Board of Administration and Officers, Section K(12) (page 9) provides authority to the Board of Administration “To approve leases..... or other transfers of a unit other than sales or mortgage of a unit and to charge a fee for such approval. Any such fee may be preset, but in no event shall exceed fifty (\$50.00) dollars. However, if the lease is a renewal with the same lessee....., no charge shall be made.”

(**Note:** References to subleases in the By-Law were deleted in this document. The Declaration of Condominium (Art. X, par. B, p. 15) prohibits subleasing.)

Florida Statutes

§718.116(4) If the association is authorized by the declaration or bylaws to approve or disapprove a proposed lease of a unit, the grounds for disapproval may include, but are not limited to, a unit owner being delinquent in the payment of an assessment at the time approval is sought.

§83.683 The association is required to complete a lease application within seven (7) days if submitted by a service member as defined in §250.01, FS and notify the applicant in writing of approval or denial and if denied, the reason for the denial. The term “service member” is defined to include any person serving as a member of the US Armed Forces on active duty or state active duty and all members of the Florida National Guard and US Reserve Forces.

Policy:

1. Leases must be presented for review and approval to the Lease Review Committee (LRC) accompanied by an executed Intent to Lease Application form (River Bend Form F-11-25) and a non-refundable application fee of \$50.00 at least seven to ten (7-10) days prior to renter’s proposed move-in date.
2. The owner will not permit the renter to occupy the unit or place personal property within the unit prior to receiving Board of Directors (BOD) approval of the lease.
3. Upon receipt of the completed Intent to Lease Application form and fee, the LRC will contact the property manager or Treasurer to determine if the unit has any fines, liens or assessments in arrears. If the owner does not proffer all past due amounts, no further processing is required and Rental Application is denied. (§718.116(4), *Florida Statutes*).
4. In addition, the Owners and renters must agree in writing as part of the Intent to Lease that if the unit owner later becomes delinquent with the monthly maintenance fee or any special assessment, the renter will be required to submit their monthly payment to the Board. The Board will apply this money to any and all outstanding fees or assessments and if money remains, forward to unit owner (§718.116 (11)(a) *Florida Statutes*).
5. The LRC will request the property manager or rental agency conduct a background check of proposed renter(s).
6. The owner is encouraged to conduct a credit check. This expense and records will be kept solely by the owner.
7. Upon review of all required forms and reports including renter interview, the LRC can recommend approval or disapproval to the BOD and/or President if, in its judgment, the proposed renter will or will not satisfactorily meet his or her obligations under the Declaration of Condominium, Association’s Articles of Incorporation, By-Laws, Rules, and Regulations.

8. The President will inform the unit owner of the approval or disapproval of the Intent to Lease Application and the reason for disapproval, not more than 14 calendar days following receipt of all required documents.
9. It is the responsibility of the leasing unit owner to provide the renter with all necessary items as cited in the River Bend Handbook prior to move in.
10. Documents and information provided to, or obtained by, the BOD in conjunction with review of the lease are not Association records that are accessible to all unit owners. Such documents and information may be provided to members of the BOD, the law firm representing the Association, and, if applicable, members of the LRC, as the appointed committee to review and approve leases on behalf of the BOD. Copies of relevant documents and information considered by the BOD may be provided to the leasing unit owner upon written request if the lease is disapproved.
11. Any provision in the lease agreement between an owner and a renter providing for payment of the monthly condominium assessment to the Association by the renter shall not affect the unit owner's primary responsibility for such payment or the right of the Association to collect any delinquent assessment(s) directly from the unit owner.
12. Decline to Lease Guidelines:
 - a. If unit owner is delinquent in monthly assessment or fines at time of application.
 - b. If prospective renter is a convicted sex offender.
 - c. If prospective renter is a convicted felon whose rights have not been restored.
 - d. If prospective renter will not abide with River Bend governing documents.

Procedure:

Unit owner compliance with this procedure is required prior to giving possession of the unit to a renter.

Checklist & Application:

A River Bend unit owner wishing to lease his or her unit shall:

- Follow F-11-24 "Checklist for Owners Desiring to Lease their Unit";
- Submit completed and signed copy of F-11-25 "Intent to Lease Application" to a member of the LRC not less than seven to ten (7-10) days prior to the planned commencement date of the lease accompanied by a copy of the proposed lease and a payment of \$50. (Check payable to River Bend Condominium Association of Brevard, Inc.). The owner will not permit the renter to occupy or place personal property within the unit prior to receiving BOD approval of the lease;
- LRC will conduct meeting with potential tenant
- LRC submits findings to BOD or President for final approval
- BOD or President informs owner of decision

Applicability:

This policy & procedure applies to all residential units within River Bend and the owners and renters thereof. This document is applicable to all leases entered into on or after the date the BOD approved this revision.

Failure to Comply:

Violation of the Rules and Regulations contained in this document may result in the imposition of fines as provided in Article XXVI, Fines, of the Declaration of Condominium; Section 4, Board of Administration and Officers, Par K (15), page 9 of the By-Laws; and §718.303(3), Florida Statutes; or the institution of

other remedial actions provided by law.

Form(s) that apply:

F-11-26 Checklist for Owners desiring to Lease their Unit

F-11-27 Intent to Lease Application for Association

F-11-30 LRC Greeting Guidelines

CHECKLIST TO LEASE A RIVER BEND UNIT

Terms used in this checklist:

Owner is the person owning the unit.

Renter is the person negotiating the lease or rental of the unit.

Association is the River Bend Condominium Association, Inc.

Lease Review Committee (LRC) is a standing committee of at least 3 persons appointed by the Board of Directors (BOD) to oversee the leasing process and application in order to make a recommendation to the BOD. The leasing process follows – Owner, Lease Review Committee & Board:

1. Owner will submit an Intent to Lease Application Form to the LRC.

- Seven to ten (7-10) days prior to the renter's proposed move-in date
- Complete and sign the Intent to Lease Application Form (F-11-27)
- Attach a \$50.00 check made payable to the River Bend Condominium Association, Inc. (*Bylaws, Pg 9, Item 4-K(12)*)
- Attach a copy of the lease agreement. This agreement must include verbiage, e.g., "subject to BOD approval" if both parties have signed. Otherwise, submit an unsigned agreement.
- Strongly recommend Owner conduct a credit check at his expense.
- Will not allow occupancy of their unit until BOD approval of this application

2. LRC will process the Intent to Lease Application Form.

- Contact the Property Management Company to determine if the unit has any liens or assessments in arrears.
 - o If so, no further processing is required and the Intent to Lease Application is denied. (*§718.116(4) Florida Statutes*). The LRC will advise the BOD, who will send a letter of denial to the unit owner.
 - o If there are no outstanding monies owed to the Association, continue the process.
- Review for completed entries on the form
- Review the Lease Agreement.
- Review submitted documents for compliance with the Association's Declaration, Articles of Incorporation, By-laws, and Rules and Regulations. (*Declaration, item X-B, Pg 15*)
- Arrange for a background check.
- Meet, via phone or in person, with the prospective renter/s, using the "LRC Greeting Guidelines" (F-11-28)
- Determine a recommendation and submit written report to the BOD.

3. BOD will determine status of the Intent to Lease Application Form

- Either approve or deny the application.
- The BOD President will send a letter to advise the owner of approval or denial.

4. Owner will advise the prospective renter of the Intent to Lease Application status.

- Determine the move-in date
- Advise the renter of the "move in" guidelines in the RB Handbook.
- Provide the renter with the following items(see R-04-13, Items to Tenants and/or Buyers):
 - One Garage Door Opener
 - Full set of keys (common, unit and mailbox keys)
 - All car tags assigned to the unit (2 resident)
 - Copies of all stated documents or web address where the documents are published on the condo website (www.riverbendcondo.net/documents)
- Contact the website administrator to obtain log-in privileges for the renter



River Bend Condominium Assoc. of Brevard, Inc., 3360 S. Atlantic Ave, Cocoa Beach, FL 32931

INTENT TO LEASE APPLICATION

Submit to Association

Non-Refundable Processing Fee: \$50.00

Part No. 1

Owner Information:

Name(s): _____ Unit # _____ Phone # _____
Address: _____ City/State _____ email: _____
Lease Dates: Beginning: _____ Ending: _____

Renter Information:

Name of Applicant: _____ DOB _____
Current Address: _____ City/State _____ Zip _____
Own/Lease: Apartment Complex: _____ Condominium: _____ Private Residence: _____
Phone# _____ Cell # _____ email: _____
SS # ___ - ___ - _____

Name of Spouse: _____ DOB _____
SS # ___ - ___ - _____

Name of Occupants & relation: _____ DOB _____
_____ DOB _____
_____ DOB _____

Emergency Contact: _____ Phone # _____

No. & Type of Pet(s)(no more than 2) _____ Weight of Dog/Cat _____ (35 lb limit)
Breed & Name: _____ (Attach recent photo if available)

No. of Vehicles: (no more than two permitted without Board approval)

#1 Make & Color _____ Model _____ Year _____ State _____ TagNo. _____
#2 Make & Color _____ Model _____ Year _____ State _____ Tag No. _____

Driver's License # _____ Photo ID attached: _____

Have you or anyone else on this application been convicted of a felony? Yes ___ No ___

If yes, have those rights been reinstated? Yes ___ No ___

The Association has permission to obtain a background check on all parties intending to reside in the unit.
Yes ___ No ___.

Part No. 2.

Owners may include in the Primary Lease any provisions they desire, provided such provisions do not contradict the Lease, Declaration, Articles of Incorporation, Bylaws, Policies and Procedures or other governing documents of the Association, or applicable law or public policy.

Renters are encouraged to become active members of the River Bend community enjoying all aspects of the association other than voting on issues.

Renters must abide by the Association's governing documents.

A. Renter(s) agree to follow association's governing documents:

1. Only two pets are allowed per unit, not to exceed 35 pounds each.
2. All pets must be leashed when outside the unit.
3. Pet owners are responsible to clean up after pets when in common areas - failure is a finable offense.
4. Pets shall not create a nuisance.
5. Units must be leased for a MINIMUM of 90 days.
6. All leases, new and renewals, must be in writing and approved by the Association.
7. Subletting, time sharing or room rentals are prohibited.
8. No more than a total of 6 occupants are allowed per unit. (No restrictions upon children)
9. Only two vehicles are allowed on the property and must show a River Bend parking tag at all times.
10. No boats, commercial vehicles, RV's, motorhomes or trailers are to be parked/stored on the property.
11. No objects shall be hung or thrown from the balconies.
12. Pool and Spa are open only during daylight hours.
13. No loud or disturbing behavior at the pool.
14. No animals inside the pool area.
15. All children must be accompanied by an adult at the pool.
16. Trash shall be deposited in the dumpsters or trash chutes on each floor AFTER it is secured in plastic bags.
17. Boxes are collapsed and placed in dumpster – NO ITEMS ARE TO BE PLACED ON THE FLOOR OF THE TRASH ROOM.
18. No swimming or jumping into the water from the marina.
19. No grills are allowed on balconies.
20. I understand the driveway and center courtyard will NOT accommodate an extra-large moving van.
21. A \$200 security deposit is required for move-in/move-out, to be returned if no damage to property is observed.

B. Renter(s) acknowledges receipt of a copy of the River Bend Handbook once Lease is signed and approved.

C. Owner(s) and Renter(s) further acknowledge that Renter's failure to abide by the terms of the Governing Documents shall constitute a material breach of the Primary Lease and after proper notice could be cause for eviction and cancellation of all Leases.

D. The Owner/Landlord hereby irrevocably names, constitutes, appoints and confirms the Association as his or her attorney-in-fact to take all such actions as it deems appropriate on his/her behalf. All costs

and attorney's fees incurred by the Association to enforce the terms of the Primary Lease or of the Declaration, Bylaws, and/or Rules and Regulations of the Association or to evict Renter will be assessed against the Unit owner and shall be deemed to constitute a lien on the Unit involved.

- E. Owner(s) and Renter(s) further acknowledge that pursuant to §718.116(11) should the owner become delinquent in the payment of any association fees, the Association shall direct the renter to submit the rental payments to the Association until Owner's obligation is paid in full. Renter is immune from any claim by the Owner related to rent amounts due to the Owner during this period.
- F. Owner(s) and Renter(s) further acknowledge that by signing this Lease Application, Renter's failure to abide by the terms of the Governing Documents shall constitute a material breach of any Lease Agreement and after proper notice could be cause for eviction and cancellation of said Lease.
- G. I, as renter(s), certify that all the information and answers to the above questions are true and complete to the best of my knowledge. I consent to release the necessary information to determine my eligibility. I understand that providing false information or making false statements may be grounds for denial of my application.
- H. I, as renter(s) agree to have the Association conduct a background check on adult parties to this lease and to have the Owner conduct a credit check which will remain in the owner's possession.
- I. Please make out your check for the application fee in the amount of \$50.00 to River Bend Condominium Association of Brevard, Inc.
- J. It is declared that applicant is a "service member" as defined under §250.01 FS which includes any person serving as a member of the USA Armed Forces on active duty or state active duty and all members of the FL National Guard and US Reserve Forces. _____ Yes. _____ No.

IN WITNESS WHEREOF, the undersigned have executed this Lease Addendum the _____ day of _____, 20__.

Owner Signature

Owner printed name

Owner Signature

Owner printed name

Renter Signature

Renter printed name

Renter Signature

Renter printed name