

BANYAN SPRINGS P.O.A.
c/o Seacrest Services Inc.
2101 Centrepark West Drive Suite 110
West Palm Beach, FL 33409
(561) 697-4990 - (Fax) (561) 712-8332

GUIDELINES FOR SEASONAL RENTALS & RENEWAL LEASES AT BANYAN SPRINGS
PATIO VILLAS

1. DIRECTIONS FOR THE PROSPECTIVE LESSOR

- A. Rentals are for a Minimum of three (3) months and only one rental per calendar year.
- B. The unit owner must notify Management of the intention to lease the unit.
- C. Management supplies the unit owner with an application package which includes instructions for completing the forms.
- D. It is the unit owner's obligation to return the completed application to Management for processing. Only completed applications will be accepted by Management.
- E. It is the Lessor's obligation to inform the Lessee of any and all restrictions contained in the governing documents of the Banyan Springs Property Owners' Association and the Condominium or Homeowners' Association where the unit to be leased is located. Any fines or other penalties imposed for the actions of the Lessee will be the Lessor's responsibility.
- F. It is understood that the unit owner agrees to relinquish the right to use the recreational facilities at Banyan Springs during the term of the lease.
- G. It is understood that the renter will go to the office to register and obtain their access cards for the term of the lease, and that it will be their responsibility to return the access cards at the termination of the lease.

FAILURE TO FOLLOW THE ABOVE PROCEDURE WILL, IN ADDITION TO OTHER RAMIFICATIONS, PRECLUDE PARTICIPATION BY THE TENANT IN ALL OF THE ACTIVITIES AT BANYAN SPRINGS.

2. DIRECTIONS FOR THE PROSPECTIVE LESSEE

- A. Complete all application forms. If possible, please print or type. Information submitted must be legible.
- B. **ALL OF THE INFORMATION REQUESTED MUST BE FURNISHED. IF NOT FURNISHED OR INCOMPLETE, THE APPLICATION WILL NOT BE PROCESSED AND WILL BE RETURNED.**
- C. **THE APPLICANT(S) MUST SIGN THE APPLICATION AND ALL AUTHORIZATION FORMS.**
- D. **A COPY OF THE SIGNED LEASE MUST ACCOMPANY THE APPLICATION**
- E. **A COPY OF THE DRIVER LICENSE FOR ALL TENANTS MUST BE INCLUDED**

- F. The following processing fees must accompany the application.
1. **ALL FIRST TIME RENTERS (SEASONAL & ANNUAL): Check for \$100.00 paid by Owner payable to Banyan Springs Patio Villas. Per Single adult or per married couple – (Non-Refundable)**
 2. **ANNUAL RENEWAL RENTERS and CONTIGUOUS SEASONAL RENTERS: No Fee** required by the Patio Villas.
 3. **ALL RENTERS: CHECK FOR \$75.00 payable to Seacrest Services Inc. Per Single adult or per married couple – (Non-Refundable)**
- G. The completed application must be submitted to management at least 30 days prior to the desired date of occupancy. OCCUPANCY PRIOR TO FINAL APPROVAL IS PROHIBITED AND VIOLATORS CAN BE FINED.
- H. All applications are subject to Board approval. When the application process is completed, a final determination is made by the Board of Directors of the Condominium or Homeowners' Association involved. Lessee will be notified of decision by mail.
- I. The lessee(s) will pay a **security deposit of \$300.00 payable to Banyan Springs Property Owners' Association (B.S.P.O.A.)**. The deposit will be refunded to the Lessee(s) at the end of the leasing period if there is no damage to the common property by the Lessee(s) or by their guests, and if there were no fines assessed during the period of the lease. Cost of the repair or the replacement of any damaged item(s) of common property plus the total of any fines levied will be deducted from the security deposit by the B.S.P.O.A. If the total of the cost and fines exceeds the \$300.00 security deposit, cost and fines in excess of that sum will be paid by the unit owner to the B.S.P.O.A. at the termination of the lease.
- J. It is understood that the renter will go to the office to register, have their names added to the callbox and obtain their access cards for the term of the lease. It will be their responsibility to return the access cards at the termination of the lease. **Seasonal Renters** will be required to put down a Security Deposit of 50 dollars **payable to Banyan Springs Property Owners' Association (B.S.P.O.A.)**. At the end of the rental period seasonal renters not re-renting can return their access card and request the \$50.00 deposit back from Banyan Springs POA. Renters that re-rent a unit in an association do not have to request the security deposit. It can be rolled over to the following year's rental.

K. IT IS THE OBLIGATION OF THE LESSEE(S) TO READ THE DOCUMENTS OF THE BANYAN SPRINGS PROPERTY OWNERS' ASSOCIATION AND THE CONDOMINIUM OR HOMEOWNERS' ASSOCIATION WHERE THE UNIT TO BE LEASED IS LOCATED. Failure to comply with the conditions or restrictions therein will result in an action by Management to enforce compliance, as provided by the documents. When the application is signed, the lessee(s) acknowledge that the applicable documents have been read and that they will comply with them. Some important provisions are:

1. **Banyan Springs is an 'ADULT COMMUNITY' within the meaning of the Federal Fair Housing Act. Therefore, at least one of the persons residing in a unit must be 55 years or older. Proof of age must be attached to this application. However, if you are an occupant 55 years or older and the unit you occupy in Banyan Springs is your primary residence, you can leave the unit and the law still considers that the unit is occupied by you and another occupant between the ages of 18 and 54 can remain in the unit. Vice Versa, if you are an occupant 55 years or older and the unit you occupy in Banyan Springs is not your primary residence, you can't allow another occupant to stay in the unit who is under the age of 55 when you are not there.**
2. **Children under the age of 18 are permitted to reside only for periods not to exceed 30 days in total in any one year.**
3. **One (1) pet, which may not exceed 20 inches in height and 25 pounds in weight.**
4. **No commercial vehicles, boats, trailers, RV's, pick-up trucks, motorcycles, etc., are permitted on the community premises except where they are used for the transport of personal property (i.e., moving in or moving out) or deliveries.**

Acknowledgement of Reading the Directions for the Prospective Lessee

1. I read the Documents of Banyan Springs Property Owners' Association and the Condominium or Homeowners' Association where the unit to be leased is located and the accompanying "Directions for the Prospective Lessee".
2. I hereby agree for myself and on behalf of my guests, invitees or any other persons who may use the unit I desire to lease, or any of the facilities at Banyan Springs, that I will abide by all of the provisions of those documents.
3. I understand that:
 - a. Subleasing of the unit I wish to lease is strictly forbidden.
 - b. I must be present when any of my guests or invitees are using the unit or any of the facilities of Banyan Springs.
 - c. Any violations of the terms, provisions, conditions and covenants or any breach of the Banyan Springs documents can furnish cause for immediate action as therein provided, and under appropriate circumstances bring about the termination of the leasehold.
 - d. I understand that the acceptance of an applicant as a lessee at Banyan Springs is conditioned upon the truth and accuracy of this application, and upon the approval of the Board of Directors. **Occupancy prior to the approval is strictly prohibited.** Any misrepresentation or falsification of information provided in forms will result in an immediate rejection of the application.
4. I understand that I will be advised by the Management office within 30 days of either acceptance or denial of this application.
5. In making the foregoing application, I am aware that the decisions of the Banyan Springs Associations will be final, and no reason be given for any action taken by the Boards. I agree to be governed by the decisions of the Board of Directors. If the application is rejected after the investigation has been begun the application fees will not be refunded.

Print NAME _____ SIGNED _____
(APPLICANT) (APPLICANT) (DATE)

Print NAME _____ SIGNED _____
(CO-APPLICANT) (CO-APPLICANT) (DATE)

APPLICATION FOR SEASONAL & RENEWAL LEASING A UNIT BANYAN SPRINGS
PATIO VILLAS
(Please Print or Type)

APPLICANT

DATE: _____ LEASE TERM: FROM _____ TO _____

OWNERS NAME _____ ASSOCIATION NAME _____

ADDRESS _____

APPLICANT _____ D.O.B. _____ SS# _____

CO-APPLICANT _____ D.O.B. _____ SS# _____

TELEPHONE NUMBER _____ EMAIL ADDRESS _____

PRESENT ADDRESS _____

LENGTH OF OCCUPANCY _____ YEARS _____

LANDLORD _____

ADDRESS _____ PHONE _____

REALTOR HANDLING LEASE _____ PHONE _____

NAME OF PROPOSED LESSEE(S) (AS IT WILL APPEAR ON THE LEASE)

A. _____ B. _____
(APPLICANT) (CO-APPLICANT)

LIST OTHER PERSONS WHO WILL OCCUPY THE UNIT WITH YOU:

<u>NAME</u>	<u>AGE</u>	<u>RELATIONSHIP</u>
_____	_____	_____

APPLICATION FOR SEASONAL & RENEWAL LEASING A UNIT BANYAN SPRINGS

PATIO VILLAS

(Please Print or Type)

APPLICANT

PRESENT EMPLOYER _____ PHONE _____

ADDRESS _____

LENGTH OF EMPLOYMENT _____ POSITION _____ MO. INCOME _____

CO-APPLICANT

PRESENT EMPLOYER _____ PHONE _____

ADDRESS _____

LENGTH OF EMPLOYMENT _____ POSITION _____ MO. INCOME _____

A. PERSONAL REFERENCES:

1. NAME: _____ PHONE _____

ADDRESS _____

RELATIONSHIP _____ HOW LONG KNOWN? _____

2. NAME: _____ PHONE _____

ADDRESS _____

RELATIONSHIP _____ HOW LONG KNOWN? _____

B. BANK INFORMATON

1. NAME OF BANK _____

ADDRESS _____

PHONE _____

AGE OF ACCOUNT _____ SAVINGS _____ ACCOUNT # _____

AGE OF ACCOUNT _____ CHECKING _____ ACCOUNT # _____

2. NAME OF BANK _____

ADDRESS _____

PHONE _____

AGE OF ACCOUNT _____ SAVINGS _____ ACCOUNT # _____

AGE OF ACCOUNT _____ CHECKING _____ ACCOUNT # _____

**APPLICATION FOR SEASONAL & RENEWAL LEASING A UNIT BANYAN SPRINGS
PATIO VILAS**

(Please Print or Type)

C. AUTOMOBILE INFORMATION:

APPLICANT'S DRIVERS LIC.# _____ STATE _____ EXP.DATE _____

CO-APPLICANT'S DRIVERS LIC.# _____ STATE _____ EXP.DATE _____

NUMBER OF CARS: _____

1. MAKE _____ MODEL _____ YR _____ PLATE# _____ STATE _____
(Check mark what type of vehicle) _____ CAR _____ SUV _____ VAN _____

2. MAKE _____ MODEL _____ YR _____ PLATE# _____ STATE _____
(Check mark what type of vehicle) _____ CAR _____ SUV _____ VAN _____

**NO COMMERCIAL VEHICLES, BOATS, TRAILERS, RV'S, PICK-UP
TRUCKS, MOTOR CYCLES, ETC. ARE PERMITTED ON THE COMMUNITY
PREMISES.**

PLEASE REVIEW THE APPLICATION AND THE RELATED FORMS BEFORE SUBMITTING THEM FOR APPROVAL. WILLFUL MISREPRESENTATION WILL VOID ANY LEASE, CONTRACT OR AGREEMENT ENTERED INTO IN CONNECTION WITH THIS APPLICATION.

SIGNED _____ SIGNED _____
(APPLICANT) (CO-APPLICANT)

DATE: _____ DATE _____

**AUTHORIZATION TO RELEASE CREDIT, RESIDENCE, BANKING AND EMPLOYMENT
INFORMATION**

You are authorized to release any information regarding my banking credit, employment, and residence to the credit checking company. I also authorize the credit checking company to obtain a consumer credit report. I waive all rights and privileges concerning the release of said information and reports to the credit checking company.

PRINT NAME _____

SIGNATURE _____ DATE: _____
(APPLICANT)

PRINT NAME _____

SIGNATURE _____ DATE: _____
(CO-APPLICANT)

REQUEST FOR REFUND OR SECURITY DEPOSIT
(BANYAN SPRINGS - BSPOA)

NAME: _____

ADDRESS TO SEND
CHECK TO _____

LEASE EXPIRATION _____

ADDRESS AT
BANYAN SPRINGS _____

ASSOCIATION _____

TELEPHONE NUMBER _____

EMAIL ADDRESS _____

**THIS FORM SHOULD BE RETURNED TO B.S.P.O.A. AT DEPARTURE OR EXPIRATION OF
LEASE. PLEASE HOLD IN YOUR POSSESSION. DO NOT RETURN IT WITH THIS PACKAGE.
SECURITY DEPOSIT WILL NOT BE REFUNDED BEFORE EXPIRATION OF THE LEASE.**