FAIRWAYS AT GRAND HARBOR CONDOMINIUM ASSOCIATION, INC

Application for Approval of Rental and Occupancy

c/o of Elliott Merrill Community Management, 835 20th Place, Vero Beach, FL 32966 Phone (772) 569-9853, Fax (772) 569-4300 jonnas@elliottmerrill.com

THIS APPLICATION IS TO BE COMPLETED IN PEN OR TYPED. PLEASE DO NOT USE PENCIL IF THIS APPLICATION IS INCOMPLETE, IT WILL NOT BE ACCEPTED.

Please complete the following and submit 15 days prior to occupancy. Incomplete lease applications will be returned to the owner/landlord, unapproved.

Check list	of items MUST INCLUDE: Check for application fee \$150.00 made payable to Fairways at Grand Harbor
	Signed Authorization Agreement (Owner & Tenant signs) - PAGE 4
	Signed Fairways at Grand Harbor Residential Lease Agreement between Owner and Tenant (You must
	use this lease) - PAGES 8-11
	Signed Consent for Release of Information - <i>PAGE 5</i> Vehicle OWNER/TENANT INFORMATION FORM - <i>PAGE 7</i>
	Copy of Owners Certificate of Insurance, which must include:
	 THIS IS A MUST – Owner's insurance agent should email/fax us current declaration. Minimum loss Assessment coverage of \$2,000 Rental Coverage to Others "Unit Owners Rental to Others" Legible copy of Driver's License for ALL persons residing in the unit over the age of 16 years. *Expired identification will not be accepted.
	Check made payable to FAIRWAYS AT GRAND HARBOR in the amount of \$100 per married couple and/or unmarried adult (United States) For background check. O International applicants must submit \$150 check per tenant - along with a copy of passport. International background checks take longer to receive, please keep this in mind when submitting the application. Crime Free Association Lease Addendum - PAGES 12-13 A check for a common area refundable deposit fee in the amount of \$1,000, made payable to Fairways at Grand Harbor, to be paid by the tenant.
	TO RETURN ALL REQUESTED INFORMATION AND OBTAIN PRIOR APPROVAL TO LEASE PRIOR T DATE MAY RESULT IN A FINE. ****NOTE OCCUPANCY LIMITS***********************************
	 1&2 BEDROOM UNITS ARE LIMITED TO 2 UNRELATED ADULTS
	3 BEDROOM UNITS ARE LIMITED TO 3 UNRELATED ADULTS NON RELATED ADULTS SHALL COMPLETE A LEASE APPLICATION, PRIOR TO OCCUPANCY.
	NOT KELLYTED ABOUTS STALL COM LETE A LEAST AT LICATION, TRIOR TO OCCUTANCE.
	(Please circle one) <u>1 Bedroom</u> <u>2 Bedroom</u> <u>3 Bedroom</u>
	(Please check one) Furnished Unfurnished
	BLDG LETTER: UNIT NO:
	RENTAL PERIOD: / / to / /
	*** Gate access into Fairways and all amenities will be deactivated the day following the lease end date if a lease
	renewal has not been received by the management company.***
	CURRENT OWNER:
	OWNER ADDRESS:
	OWNER EMAIL:OWNER PHONE #:

OCCUP	ANT #1				
Current	First		ddle	Last	
				Phone:	
	ANT #2				
occci	First		Iiddle	Last	
Current A	Address:				
Email: _				Phone:	
PLEASI	E PROVIDE ALL NAMES OF	'ADDITIONAL OC	CUPANT	NTS OF THE UNIT:	
NAME:				AGE:	
NAME:				AGE:	
NAME:				AGE:	
IN CAS	E OF EMERGENCY PLEASE	E CONTACT:			
				se provide dates, name of owner & Unit #	
	Is Garage included with least	se? YI	ES NO	O Garage No	
	Is Storage Unit included with	th lease? YI	ES NO	O Storage No	
	Is Carport included with lea	se? YI	ES NO	O Carport No	
Eacn	Adult Occupant Must Initial a	ind Date Each Numb	er Parag	agrapn below:	
1.	PETS				
	I understand that lessees may N	NOT have any pets dur	ring their	ir rental period.	
		Initials		Date	
2.	or exposed equipment shall be equipment, materials, or contait for owner's contractors/repairn regardless of tag type, is define equipment, and/or people for a reserves the right to limit the ne	permitted on any portiners, and vehicles connen or with written apped as any vehicle that i business purpose. No umber of vehicles per	ion of the staining has proval from a dorned unregister unit kept	railers of any kind, recreational vehicles, motor homes, RV ne property. Commercial vehicles, vehicles with exposed hazardous materials shall only be permitted on the property from the Board of Directors. A commercial vehicle, ed with advertising and/or transports any products, stered vehicles or non-operational vehicles. The Association of the property. **All vehicles are required to have RFII ars when parked in parking lots.	ty on
		Initials			

3.		ces) – No commercial use of garages. Sale of garages must be approved by the istered occupants and owners may utilize garages.		
		Initials	Date	
4.	Occupant understands security came cameras is provided.	eras are in use and	may be used in apprehension of violators. Live monitori	ngof
		Initials	Date	
5.	Keys/FOBS – Occupants agree to re application.	strict use of keys, l	FOBS, cards and codes to persons listed on the lease	
		Initials	Date	
6.	Trash – Only household trash may b dumpster or on the premises. No tras		npster. No mattresses, furniture, or other items shall be loutside of a unit.	eft at the
		Initials	Date	
7.	Risk – Use of the common facilities responsibility of the Association.		s own risk. Any injury to occupants or guests is not the	
		Initials	Date	
8.		will be advised by	Directors of the Fairways at Grand Harbor Condominium the Board of Directors as to the acceptance or denial of trohibited.	
		Initials	Date	
9.			Rules & Regulations of The Fairways at Grand Harbor by the terms and provisions of these Rules and Regulation	ns.
		Initials	Date	
10.		, per Florida Statue (s) must be provide	unit, garage, or storage closet as soon as possible to the e & the Association Documents. If the unit, garage, or st ed.	orage
11.	background check from EMP screen EMP Screening to make such investi may be used in such investigation, at	ing. Accordingly, igation and agree t and the Board of Dielf shall be held ha	airways at Grand Harbor Association, Inc. will obtain a I specifically authorize the Board of Directors, Management the information contained in this and the attached apprectors, Officers, and Management of Fairways at Grand rmless from any action or claim by me in connection with conducted by the Board of Directors.	plication l Harbor
		Initials	Date	
12.	FACILITIES USE – Occupants agree	e to accompany gu	ests when using the clubhouse, pool, gym, and tennis co	urts.
		Initials	Date	
by them place, I	. I acknowledge by signing below, the	information provi	and agree that I, my children, my guests and vendors will ided is true, complete and current. I agree if any change ssociation may terminate my occupancy for violation of	s take
Date:	Print Name:		Signature:	_
Date:	Print Name:		Signature:	_

AUTHORIZATION AGREEMENT FOR ASSOCIATION TO COLLECT RENT UPON DELIQUINCEY IN MAINTENANCE PAYMENTS

Whereas	s, (herein "Owner"), is the record owner(s) of Unit
located	
	ninium as amended, recorded in the Public Records of Indian River County, at official Records
	599, Page 1327; and
	s, the Fairways at Grand Harbor Condominium Association, Inc. (herein "Association") is the
entity cl	harged with the operation and management of the Condominium; and
X 71	
	s, Owner desires to lease the unit to(herein
Lessee	e(s)") pursuant to a lease submitted herewith; and
Whereas	s, the parties desire the approval of the Association for this lease, pursuant to Article 30 of the
Declarat	•
Now th	erefore, in consideration of the mutual covenants contained herein and for other good and
	e consideration the receipt and adequacy of which is expressly acknowledged, the parties hereto
	s follows:
agree as	s tollows.
1.	Upon the execution and delivery of the Authority Agreement, the Association shall provide
	the necessary approval for the lease.
2.	If, at any time during the pendency or term of the Lease, Owner becomes delinquent in payment
	of assessments to Association, Owner and Lessee(s) agree that the Association shall have the
	power, right and authority to demand lease payments directly from the Lessee(s) and deduct
	such past due assessments, costs and attorney fees, if any, as may be delinquent. Further, Owner
	and Lessee(s) agree that Lessee(s) will pay the full rental payment due to the Association upon
	written demand. Owner expressly absolves Lessee(s) from any liability to Owner for unpaid rent
	under the Lessee Agreement if such payment is made directly to Association upon demand from
	Association. If any funds are left over, the Association shall immediately remit the balance to
	Owner at the address listed in the Association's records.
	Should Lessee(s) fail to comply with the demand of the Association within three (3) days of
	receipt of a demand for payment hereunder, the Association is hereby granted the authority to
	obtain a termination of the tenancy, in the name of Owner, through eviction proceedings, or to
	seek injunctive relief or specific performance under this contract. Owner and Lessee(s) further
	agree that, if such legal action becomes necessary, the Association shall be entitled to recover
	reasonable attorney's fees and costs, including appeals, from Owner.
	The Monthly Amount of Lease Payments to be collected from Tenant by the Association in
	the event of delinquency is \$
Agreed 1	to this, day of
	PLEASE SUBMIT WITH BOTH SIGNATURES (OWNER'S AND TENANT'S)
Owner_	Lessee
Owner	Lessee

Fairways at Grand Harbor Condominium Association, Inc.

DISCLOSURE APPLICANT AUTHORIZATION AND CONSENT FOR RELEASE OF INFORMATION.

I hereby authorize the Fairways at Grand Harbor Condominium Association, Inc. and its designated agents and representatives to conduct a comprehensive review of my background causing a consumer report and/or an investigative consumer report to be generated for residency purposes.

I understand that the scope of the consumer report/investigative report may include, but is not limited to, the following areas:

Verification of social security number; current and previous residences; employment history; character references, credit history and reports, criminal history records from any criminal justice agency in any or all federal, state, county jurisdictions; birth records; motor vehicle records to include traffic citations and registration; and any other public records or to conduct interviews with third parties relative to my character, general reputation, personal characteristics or mode of living.

I hereby expressly release the Fairways at Grand Harbor Condominium Association, Inc. and its designated agent, Elliott Merrill Community Management and any procurer or furnisher of information, from any liability what-so-ever in the use, procurement, or furnishing of such information, will not hold Elliott Merrill Community Management for any breech in confidentially that may occur once the information is conveyed to the Board of Directors of Fairways at Grand Harbor Condominium Association, Inc.

Applicant Signature	Date			
Co-Applicant Signature	Date			
	NTIAL INFORMATION S OFFICIAL RECORDS OF THE ASSOCIATION			
Applicant Last Name (Maiden Name)	Applicant First Name			
Applicant SS#	Applicant Date of Birth:			
Co-Applicant Last Name (Maiden Name)	Co-Applicant First Name			
Co Applicant SS#	Co-Applicant Date of Birth:			
Applicant Driver License # /ST or government issued ID	Co-Application Driver License # /ST or government issued ID			

MUST ATTACH A COPY OF GOVERNMENT ISSUED IDENTIFICATION

FAIRWAYS AT GRAND HARBOR OWNER/TENANT INFORMATION

OWNER(S) / TENAN	IT(S) (CI I	RCLE ONE)	UNIT #:	· •		Le	ease Ex	kp. Date:		
NAME (1):										
DRIVERS LICENSE	NUMBE	R: (1)				_STA	TE OF	ISSUAN	CE:	
EMAIL ADDRESS (1):									
NAME (2):										
DRIVERS LICENSE	NUMBE	R: (2)				_STA	TE OF	ISSUAN	CE:	
EMAIL ADDRESS (2	<u>?</u>) :									
GARAGE #		CARPORT#_			STORA	GE C	LOSET	#		
ALL OCCUPANTS II	N UNIT (•	•	TED AE	BOVE):		
NAME							RELA1	TIONSHIE	•	AGI
OTHER MAILING A	DDRESS	:								
EMERGENCY CONT								CELL:_		
RELATIONSHIP:										
FOB/KEY CARD(S):	1	FOB#	FO	FOB # FOB #		B #	FOB#			
VISITOR CALL BOX	INFORI	MATION:					•		_	
TELEPHONE NUMB	BER		N/	AME						
MY SIGNATURE INI AND REGULATIONS		THAT I HAVE	RECEIN	VED A	COPY, l	JNDE	RSTAN	ND AND \	WILL AB	IDE BY FAIRWAYS F
*								DA	TE:	
DATE:										
EHICLE INFORMAT	ION:									
NAME	RFID	NUMBER	YEAR	MAKI	E	МОГ	DEL	C	DLOR	STATE/ PLATE #
	+			<u> </u>						

FAIRWAYS AT GRAND HARBOR RESIDENTIAL LEASE AGREEMENT

(MINIMUM SIX MONTHS; MAXIMUM ONE YEAR)

I.	TERM AND PARTIES. This is a lease ("the Lease") for date and end date	between					
	ages of all occupants, apart from the Tenant above: (Tenant). Names and						
	No other person(s) shall live in this unit with of the Owner and without an Application to		tten permission				
II.	PROPERTY RENTED.						
	Owner leases to Tenant Unit No in the built	ilding located at	Fairways				
	Circle, Vero Beach, Florida 32967, together with the following	lowing: Garage #	, Storage				
	Closet #, Carport #, Fairway	s Card / Fob #	/ B				
	Furniture and appliances:						
III.	RENT PAYMENT. Tenant shall pay rent of \$each month.	on the	day of				
	DEPOSITS, ADVANCE RENT AND LATE CHARGES above, Tenant shall pay the following: (check those item	s that apply)					
	A security deposit of \$to be part of \$	oaid upon signing the l	Lease.				
-	Advance rent in the amount of \$	to be paid upon signii	ng the Lease.				
-	A late charge in the amount of \$f	or each rent payment	made more than				
	Days after the due date.						
	A bad check fee in the amount of \$	(not to exceed 5% of t	he rent). Owner				
	may require Tenant to pay all futu <u>re rent paymen</u>	ts in cash or by money	order.				
v.	USE OF PREMISES. Tenant shall use the Unit only for profession or trade of any kind shall be conducted in the						
	The Unit is located in a condominium development. The I	Lease, and Tenant's ri	ghts under the				
(Lease, shall be subject to all terms, conditions, provisions of Condominium, and Rules and Regulations as now exist or replaced by the governing association during the Lease	or may be adopted, n					

	Occasional overnight guests are / are not (circle one) permitted.
	An occasional overnight guest is one who does not stay more than 7 nights in any calendar month.
•	Owner & Association written approval is required to allow anyone else not on the lease to occupy the Unit.
	Tenant shall not keep any dangerous or flammable items at any time in the Unit, garage, vehicle, or storage unit.
	Tenant shall not create any environmental hazards in the Unit, or on or about the Property
	Tenant shall not pour any caustic materials down any plumbing aperture, or on or about the Property.
	Tenant shall not destroy, deface, damage, impair or remove any part of the Unit belonging to the Owner, nor permit any person to do so.
	Tenant must act and require all other persons in the Unit to act, in a manner that does not unreasonably disturb any neighbors or constitute a breach of the peace.

Tenant acknowledges that the governing association may adopt, modify, amend or repeal rules and

regulations for the use of the common areas and the property during the Lease Term.

VII. VEHICLES/PARKING: Vehicles parked on the property more than seventy-two (72) hours must have a parking sticker or parking pass. No vehicle shall be parked in such a manner as to impede or prevent access to another parking space, garage or carport. All vehicles shall be parked within the painted lines of one parking space. There shall be no parking on the grass or in any area not lined as a parking space. All posted parking regulations shall be obeyed.

All vehicles must have current registration and insurance. No motor vehicle which cannot operate on its own power shall remain on the property for more than twenty-four (24) hours. No repair of vehicles, except for emergency repairs, shall be made on the property. No ATVs, boats, boat trailers, recreational vehicles, utility trailers, house trailers, RV or motor homes shall be permitted on any portion of the property.

Commercial vehicles, vehicles with exposed equipment or containers, and vehicles containing hazardous materials shall only be permitted on the property for Owner's contractors or with the written approval of the Board of Directors. A commercial vehicle, regardless of tag type, is defined as any vehicle that is adorned with advertising and/or transports any products, equipment, and/or people for a business purpose.

The Board of Directors shall have the right to authorize the towing of any vehicle which violates this rule with the costs, in addition to the fine, to be borne by the violator.

No vehicle shall piggyback through the entrance security gate or travel in the wrong direction to enter.

No car washing is allowed. All vehicle doors shall be locked.

VIII.	UTILITIES. Tenant shall be responsible for the following:					

- IX. ACCESS TO PREMISES. The Board of Directors, management and maintenance may access the Unit in case of emergency or mandatory inspections.
- X. ASSIGNMENT AND SUBLEASING. Tenant shall not assign the Lease or sublease all or any part of the Unit without first completing an Application to Lease.
- XI. LEASE RENEWAL. A lease renewal must be submitted thirty (30) days in advance of current lease expiration.

**All vehicles are required to have RFID stickers and parking permits that must be displayed on cars when parked in parking lots. Fobs for the amenities will be given out by the management company. Tenants will be required to return their FOB at the end of their lease term to receive their full common area deposit back. Failure to return their FOB will result in a \$30 charge per FOB. Upon return of the tenants FOB, the management company will have up to 7 days to return the tenants deposit.

XII.	TENANT E	MERGENCY CONTACT INFORMATION:	
Name:_		Cell Phone:	
Name:		Cell Phone:	
XIII.	CRIME FRI	EE PROPERTY. Tenant, their families and guest vity.	s shall not engage in any type
XIV.	OWNER'S A	ADDITIONAL:	
XV.		O REGULATIONS. I have received a copy of Fairons, have read and will be abide by same.	ways at Grand Harbor Rules
Tenant	's Signature:	Date:	
Tenant	's Signature_	Date:_	
Owner 1	Insurance Con	apany: Tenant Renter's In	surance Company:
Name: _		Name:	
Address	:	Address:	
Phone:		Phone:	
Policy #	:	Policy #:	
We the a articles of that I/ and regula or the actional I/We and I/We are the action of the action of I/We are the	pplicant(s) sta Incorporation We will abide tion in their e ions of my ter of the Rules ar must complete	executed by the parties on the dates indicated the that I/We have completely read and understand the parties and regulation of the Fairways is by these Declaration of Condominium, Articles of intirety if this application is accepted. If applicable, I sant(s) and may be subject to fines and/or eviction of the Regulations. I/We understand a lease agreement is and submit to the Management Company an Application ease expires. I/We understand I/We must be current	he Declaration of Condominium, at Grand Harbor Condominium Incorporation, Bylaws, and rules We understand I am responsible f tenant if the tenant(s) is in s for a maximum of one (1) year cation for Lease Renewal 15
Print Ow	vner's Name:		
Owner S	lignature	Date	
Print Te	nant's Name:		
Tenant S	Signature	Date	
Print Te	nant's Name:		

Date

Tenant Signature

Fairways at Grand Harbor Condominium Association, Inc. <u>Crime Free Association Lease Addendum</u>

In consideration for the Fairways at Grand Harbor Condominium Association, Inc.'s approval of the execution or renewal of a lease of the dwelling unit identified in the lease, Owners and Resident agree as follows:

- 1. Resident, and any members of the resident's household or a guest or other persons affiliated with the Resident:
 - a. Shall not engage in criminal activity, including drug-related criminal activity, on or near the dwelling unit or common areas of the condominium. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance;
 - b. Shall not engage in any act intended to facilitate criminal activity;
 - c. Shall not permit the dwelling unit or common areas of the association to be used for, or to facilitate criminal activity, regardless or whether the individual engaging in such activity is a member of the household or a guest;
 - d. Shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of an illegal or controlled substance as defined by Florida law, at any locations, whether on or near the dwelling unit or common areas of the condominium; and
 - e. Shall not engage in any illegal activity, including prostitution, criminal street gang activity, threatening or intimidating, assault, including but not limited to the unlawful possession or discharge of a weapon, on or near the dwelling unit or common areas of the condominium, or any breach of the lease agreement that otherwise jeopardizes the health, safety, and welfare of the landlord, his agent, or other owners or tenants within the condominium, or involving imminent or actual serious property damage to the dwelling unit, other units or common areas of the condominium.
- 2. VIOLATIONS OF THE ABOVE PROVISIONS SHALL BE DEEMED A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation, and material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease under F.S.83.56(2)(a) and the association may issue notice under F.S.83.56 and sue for eviction under F.S.83.59-83.625 as if the association were a landlord under part II of Chapter 83, Florida Statutes if the tenant fails to vacate the dwelling unit after notice of termination is served. However, the association is not otherwise considered a landlord under Chapter 83 and specifically has no obligations under F.S.83.51. Unless otherwise provided by law, proof of violation shall not require a criminal conviction.
- 3. In the event of any conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.

- 4. NOTWITHSTANDING ANYTHING CONTAINED HEREIN, IN THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION, BYLAWS, ANY RULES AND REGULATIONS OF THE ASSOCIATION, OR ANY OTHER DOCUMENT GOVERNING, BINDING ON, OR ADMINISTERED BY THE ASSOCIATION (COLLECTIVELY, THE ASSOCIATION DOCUMENTS), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY, OR WELFARE OF ANY OWNER, OCCUPANT, OR USER OF ANY PORTION OF THE PROPERTIES INCLUDING, WITH-OUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS, OR SUBCONTRACTORS, OR FOR ANY PROPERTY, OR ANY PERSONS. WITHOUT LIMITING THE FOREGOING:
 - a. THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY THAT ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, INDIAN RIVER COUNTY, AND ANY OTHER JURISDICTION, OR THE PREVENTION OF TORTIOUS ACTIVITIES.
 - b. ANY PROVISIONS OF THE ASSOCIATIONS DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS THAT RELATE TO HEALTH, SAFETY AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR THAT REASON.
 - c. EACH OWNER AN EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN ON ANY PORTION OF THEIR PROPERTIES SHALL BE BOUND BY THESE DISCLAIMERS AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVES ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION, ARISING FROM OR IN CONNECTION WITH, ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED HEREIN.
 - d. AS USED HEREIN, ASSOCIATION SHALL INCLUDE WITH ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS, AND ASSIGNS.

Property Name/ Location