

# BERMUDA ISLES & CYPRESS LAKES AT BOCA RIO HOA

C/o TMG Management  
8207 Severn Drive  
Boca Raton, FL 33433  
(561) 483-9600 (561) 487-9449 Fax  
[www.BocaBanyanLake.com](http://www.BocaBanyanLake.com)

## APPLICATION FOR RESIDENCY

### THIS APPLICATION IS FOR ONE PERSON OR MARRIED COUPLE ONLY

#### A COPY OF A MARRIAGE CERTIFICATE MAY BE REQUESTED

ANYONE 18 YEARS OF AGE OR OLDER RESIDING ON THE PROPERTY MUST COMPLETE AN APPLICATION.  
ALL APPLICANTS MUST BE PRESENT FOR A SCREENING INTERVIEW BEFORE THE BOARD OF DIRECTORS

The following items **MUST** accompany your application or the application will be considered **INCOMPLETE** and will not be processed until received.

- Copy of a driver's license or photo ID
- Copy of vehicle registration
- Copy of lease & addendum/sales contract signed by both parties
- Non refundable application fee of \$150.00 per application in the form of a money order made payable to Bermuda Isles. If this is for an international applicant, you will be subject to additional processing fees.

### RENTAL APPLICATIONS MUST INCLUDE

- A separate money order payable to Bermuda Isles for \$250.00 for common ground security deposit
- A separate money order payable to Bermuda Isles for \$500.00 for non-refundable rental fee

### INTERNATIONAL & CORPORATION APPLICANTS WILL NEED TO CONTACT THE OFFICE FOR A LIST OF ADDITIONAL REQUIREMENTS

**If this is a lease** the unit may not be rented if the owner is behind in their maintenance/special assessment payments or have outstanding violations. The unit may not be rented for a period of less the three (3) months. All keys and matters concerning the unit are the responsibility of the unit owner.

**If this is a sale** a copy of the documents should be provided to you at the closing. Should you not be provided with documents, a copy may be obtained from the Association for a fee of \$50.00. All violations must be corrected prior to application approval and fees must be paid in full. Upon closing, a copy of your Warranty Deed must be provided to the HOA to update our records.

**If you have a dog, your dog(s) must be brought in for the HOA to inspect and obtain photos, prior to application being processed.** All pets must first receive prior written approval from the Association. A picture of the pet must accompany your application along with a rabies vaccination certificate. The HOA does not permit aggressive breeds. The Association also reserves the right to have any pet removed from the property should the pet become an unreasonable nuisance or if information is falsified on the application.

The HOA 30 days to process and provide approval/denial to an application. Incomplete applications will not be accepted or processed. **NO EXCEPTIONS**

No more than three (3) vehicles are permitted per a unit. No commercial or recreational vehicles may be parked or stored within the community.

**PLEASE MAKE SURE ALL DOCUMENTS ARE LEGIBLE.**

**SCREENING WILL NOT BE SET UNTIL ALL DOCUMENTS AND PAYMENTS ARE RECEIVED.**

**READ FIRST:** Complete all questions and fill in all blanks. All information supplied is subject to verification. If any question is not answered/left blank, or answered falsely, this application may be returned, not processed, and/or not approved. Missing information will cause delays. Once submitted, order can be cancelled but your fee will not be refunded. Rev. 06/2014

**\*\* THIS APPLICATION IS FOR A SINGLE PERSON OR A MARRIED COUPLE ONLY! \*\***

## **APPLICATION FOR OCCUPANCY**

Association Name: \_\_\_\_\_

Circle one: Purchase - Lease - Occupant - Unit.# \_\_\_\_\_ Bldg.# \_\_\_\_\_ Address applied for: \_\_\_\_\_

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

Circle One: Single - Married - Separated - Divorced - How Long? \_\_\_\_\_ Other legal or maiden name \_\_\_\_\_

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

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

Applicant's Cell Number(s) \_\_\_\_\_ Applicant's Email Address \_\_\_\_\_

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

Other legal or maiden name \_\_\_\_\_ Have you ever been convicted of a crime? \_\_\_\_\_ Date (s) \_\_\_\_\_

County/State Convicted in \_\_\_\_\_ Charge (s) \_\_\_\_\_

Spouse's Cell Number(s) \_\_\_\_\_ Spouse's Email Address \_\_\_\_\_

No. of people who will occupy unit – Adults (over age 18) \_\_\_\_\_ Description of Pets \_\_\_\_\_

Names and ages of others who will occupy unit \_\_\_\_\_

In case of emergency notify \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

### **PART I – RESIDENCE HISTORY**

A. Present address \_\_\_\_\_ Phone \_\_\_\_\_  
(Include unit/apt number, city, state and zip code)

Apt. or Condo Name \_\_\_\_\_ Phone \_\_\_\_\_ Dates of Residency: From \_\_\_\_\_ to \_\_\_\_\_

Circle one: Own Home - Parent/Family Member - Rented Home - Rented Apt - Other \_\_\_\_\_ Rent/Mtg Amount \_\_\_\_\_

Are you on the Lease? \_\_\_\_\_ If not, who is the leaseholder? \_\_\_\_\_ Are you on the Deed? \_\_\_\_\_ If yes, under what name? \_\_\_\_\_

Name of Landlord \_\_\_\_\_ Phone \_\_\_\_\_ Email address \_\_\_\_\_

Circle one: Is your Landlord the: Owner of the property - Realtor - Family Member - Roommate - Property Manager - Other \_\_\_\_\_

B. Previous address \_\_\_\_\_  
(Include unit/apt number, city, state and zip code)

Apt. or Condo Name \_\_\_\_\_ Phone \_\_\_\_\_ Dates of Residency: From \_\_\_\_\_ to \_\_\_\_\_

Circle one: Own Home - Parent/Family Member - Rented Home - Rented Apt - Other \_\_\_\_\_ Rent/Mtg Amount \_\_\_\_\_

Were you on the Lease? \_\_\_\_\_ If not, who is the leaseholder? \_\_\_\_\_ Were you on the Deed? \_\_\_\_\_ If yes, under what name? \_\_\_\_\_

Name of Landlord \_\_\_\_\_ Phone \_\_\_\_\_ Email address \_\_\_\_\_

Circle one: Is your Landlord the: Owner of the property - Realtor - Family Member - Roommate - Property Manager - Other \_\_\_\_\_

C. Previous address \_\_\_\_\_  
(Include unit/apt number, city, state and zip code)

Apt. or Condo Name \_\_\_\_\_ Phone \_\_\_\_\_ Dates of Residency: From \_\_\_\_\_ to \_\_\_\_\_

Circle one: Own Home - Parent/Family Member - Rented Home - Rented Apt - Other \_\_\_\_\_ Rent/Mtg Amount \_\_\_\_\_

Were you on the Lease? \_\_\_\_\_ If not, who is the leaseholder? \_\_\_\_\_ Were you on the Deed? \_\_\_\_\_ If yes, under what name? \_\_\_\_\_

Name of Landlord \_\_\_\_\_ Phone \_\_\_\_\_ Email address \_\_\_\_\_

Circle one: Is your Landlord the: Owner of the property - Realtor - Family Member - Roommate - Property Manager - Other \_\_\_\_\_

## PART II – EMPLOYMENT REFERENCES

- A. Employed by \_\_\_\_\_ Phone \_\_\_\_\_  
Dates of Employment: From: \_\_\_\_\_ To: \_\_\_\_\_ Position \_\_\_\_\_ Fax \_\_\_\_\_  
Monthly Gross Income \_\_\_\_\_ Address \_\_\_\_\_
- B. Spouse Employed by \_\_\_\_\_ Phone \_\_\_\_\_  
Dates of Employment: From: \_\_\_\_\_ To: \_\_\_\_\_ Position \_\_\_\_\_ Fax \_\_\_\_\_  
Monthly Gross Income \_\_\_\_\_ Address \_\_\_\_\_

## PART IV – CHARACTER REFERENCES (No Family Members)

1. Name \_\_\_\_\_ Home Phone \_\_\_\_\_  
Address \_\_\_\_\_ Business Phone \_\_\_\_\_  
Email Address \_\_\_\_\_ Cellular Phone \_\_\_\_\_
2. Name \_\_\_\_\_ Home Phone \_\_\_\_\_  
Address \_\_\_\_\_ Business Phone \_\_\_\_\_  
Email Address \_\_\_\_\_ Cellular Phone \_\_\_\_\_
3. Name \_\_\_\_\_ Home Phone \_\_\_\_\_  
Address \_\_\_\_\_ Business Phone \_\_\_\_\_  
Email Address \_\_\_\_\_ Cellular Phone \_\_\_\_\_
4. Name \_\_\_\_\_ Home Phone \_\_\_\_\_  
Address \_\_\_\_\_ Business Phone \_\_\_\_\_  
Email Address \_\_\_\_\_ Cellular Phone \_\_\_\_\_

Are you using a realtor? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes: Realtor's name \_\_\_\_\_  
Email Address \_\_\_\_\_ Cellular Phone \_\_\_\_\_

Driver's License Number (Primary Applicant). \_\_\_\_\_ State Issued \_\_\_\_\_  
Driver's License Number (Secondary Applicant) \_\_\_\_\_ State Issued \_\_\_\_\_  
Make \_\_\_\_\_ Type \_\_\_\_\_ Year \_\_\_\_\_ License Plate No. \_\_\_\_\_  
Make \_\_\_\_\_ Type \_\_\_\_\_ Year \_\_\_\_\_ License Plate No. \_\_\_\_\_

If this application is not legible or is not completely and accurately filled out, Associated Credit (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 Associated Credit 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 Associated Credit Reporting, Inc.

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_ Spouse's Signature \_\_\_\_\_ Date \_\_\_\_\_

**BROWN'S BACKGROUND CHECKS**  
**CONSENT TO OBTAIN CONSUMER REPORT ON SUBSCRIBER**  
**The McGregor Group Inc.**

I understand that you may obtain consumer reports that relate to my credit and/or criminal history. This information will, in whole or in part, be obtained from AISS, a Sterling Infosystems Company, 6111 Oak Tree Blvd, 4<sup>th</sup> floor, Independence, OH 44131, telephone 800.853.3228. I understand that you may be requesting information from various federal, state and other agencies or institutions, which maintain public and non-public records concerning my past activities relating to my credit and/or criminal history. This information will be reviewed by the Association and may be reviewed by a unit owner if it's a rental.

I authorize, without reservation, any party, institution, or agency contacted by AISS to furnish the above mentioned information:

_____ Applicant Name	_____/_____/_____ Date of Birth*	_____ Social Security Number If International please provide Passport Number
*Date of Birth is requested in order to obtain accurate retrieval of records.		

_____ Co-Applicants Name	_____/_____/_____ Date of Birth	_____ Social Security Number If International please provide Passport Number
-----------------------------	------------------------------------	---

\_\_\_\_\_  
Alias/Previous Name(s)

_____ Current Physical Address	_____ City & State	_____ Zip code
-----------------------------------	-----------------------	-------------------

☐ **California, Minnesota & Oklahoma Applicants Only:** Please check here to have a copy of your consumer report sent directly to you.

**Notice to CALIFORNIA Applicants**

Under Section 1786.22 of the California Civil Code, you have the right to request from AISS, upon proper identification, the nature and substance of all information in its files on you, including the sources of information, and the recipients of any reports on you, which AISS has previously furnished within the two-year period preceding your request. You may view the file maintained on you by AISS during normal business hours. You may also obtain a copy of this file upon submitting proper identification and paying the costs of duplication services. Upon making a written request, you may receive a summary of your report via telephone.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

Co-Applicant  
SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

BERMUDA ISLES AND CYPRESS LAKES AT BOCA RIO HOA

**PET REGISTRATION FORM**

**YOUR PET MUST BE BROUGHT IN TO THE HOA TO FOR INSPECTION AND PHOTOS TO ENSURE IT MEETS HOA REQUIREMENTS BEFORE YOUR APPLICATION CAN BE PROCESSED**

**IF YOU DO NOT HAVE A PET, YOU MUST WRITE N/A ON THIS FORM, SIGN THE BOTTOM AND SUBMIT WITH YOUR APPLICATION**

Owner Name: \_\_\_\_\_

Unit Address: \_\_\_\_\_

Type of Pet: \_\_\_\_\_ Breed: \_\_\_\_\_

Color: \_\_\_\_\_ Weight: \_\_\_\_\_

Current County Tag ID: \_\_\_\_\_

Veterinarian's Name: \_\_\_\_\_

Veterinarian's Phone: \_\_\_\_\_

**Homeowners/Lessee's:** It is your requirement as a member of the Homeowner's Association to provide a Veterinarian Certified letter listing your pets breed and stating that your pet's vaccinations are current.

I understand that any falsification of information or failure to register my pet may result in the denial of **APPROVAL** by the Board of Directors, or a **NOTICE OF VIOLATION** from the Board, which may require the removal of the pet, the payments of fines or similar actions.

**REMINDER:**

- THE HOA DOES NOT ALLOW AGGRESSIVE BREEDS TO BE HARBORED ON THE PROPERTY.
- YOUR PET CANNOT ROAM FREELY ABOUT THE PROPERTY. WHEN OUTSIDE PET MUST BE LEASHED. DOGS OVER 25lbs MUST BE MUZZELED WHEN ON PROPERTY
- EACH PET OWNER SHALL BE REQUIRED TO CLEAN UP AFTER THE PET IN ORDER TO PROPERLY MAINTAIN THE COMMON AREA
- YOU ARE FULLY RESPONSIBLE FOR THE ACTIONS OF YOUR PET, AND YOU ARE IN CLEAR UNDERSTANDING OF THE ASSOCAITION DOCUMENTS AND RULES & REGULATIONS REGARDING THE CONTROL OF YOUR PET.

\_\_\_\_\_  
Owner/Lessee Print

\_\_\_\_\_  
Owner/Lessee Signature

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

BERMUDA ISLES AND CYPRESS LAKES AT BOCA RIO HOA

**AFFIDAVIT FOR PURCHASE**

SALE FROM: \_\_\_\_\_  
(current owner)

SALE TO: \_\_\_\_\_  
(prospective buyer)

NAME OF ADDITIONAL PERSON(S) TO BE INCLUDED ON DEED:

(1) \_\_\_\_\_  
(2) \_\_\_\_\_

I, WE, THE UNDERSIGNED, HAVE RECEIVED A COPY OF THE GOVERNING DOCUMENTS AND/OR THE RULES AND REGULATIONS. I, WE, HAVE ALSO BEEN ADVISED OF ANY AND ALL NEW RULES AND REGULATIONS THAT HAVE BEEN PROMULGATED FROM THE TIME OF THE RECORDING OF THESE DOCUMENTS AND HAVE MADE MYSELF FAMILIAR WITH THEM.

I, WE, WILL DO OUR UTMOST TO ABIDE BY THE RULES AND FULLY UNDERSTAND THAT IT WILL BE OUR RESONSIBILITY TO HAVE OUR TITLE COMPANY OR OUT ATTORNEY ON THE DAY OF CLOSING, FAX A COPY OF THE UNRECORDED EXECUTED DEED TO TMG MANAGEMENT SO THAT I, WE, CAN BE INCLUDED IN THE CURENT ROSTER OF OWNERS FOR THE ABOVE- REFERENCED PROPERTY AND RECEIVE ALL PERTINENT NOTICES, ECT., IN ORDER TO FULFILL MY RESPONSIBILITIES AS AN OWNER IN THE COMMUNITY.

FURTHER I, WE, HAVE BEEN MADE AWAREOF WHAT OUR MONETARY OBLIGATIONS ARE TO THE ASSOCIATION AND WILL MAKE EVERY EFFORT TO OBTAIN A COUPON BOOK TO MAKE OUR PAYMENTS TO THE ASSOCIATION IN A TIMELY MANNER. IF I, WE, CANNOT GET THE COUPON BOOK, WE WILL STILL MAKE TIMELY PAYMENTS MADE PAYABLE TO THE ASSOCIATION AND MAIL THEM TO THE ASSOCIATIONS BANK AT:

BERMUDA ISLES AT BOCA RIO HOA  
C/O BB&T  
P.O. BOX 628207  
ORLANDO, FL 32862

I, WE, WILL BE RESPONSIBLE FOR ALL OF THE ABOVE AND IF A DEFAULT OCCURS, I , WE, UNDERSTAND THAT I, WE, WILL BE LIABLE FOR ANY AND ALL ADDITIONAL FEES INCLUDING BUT NOT LIMITED TO FINES, LATE FEES, ATTORNEY FEES AND INTEREST AS THEY RELATE.

\_\_\_\_\_  
Print Name of Affiant

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Print Name of Affiant

\_\_\_\_\_  
Signature of Affiant



**CONTINGENT ASSIGNMENT OF RENTS AND LEASE RIGHTS  
FOR DELINQUENT ASSESSMENTS BY LANDLORD**

THIS CONTINGENT ASSIGNMENT OF RENTS AND LEASE RIGHTS is hereby entered into by \_\_\_\_\_ as Parcel Owner(s), as Assignor,  
\_\_\_\_\_ as Tenant and **Bermuda Isles at Boca Rio Homeowners Association, Inc.** as Assignee.

All parties acknowledge that execution of this Assignment of Rents and Lease is a requirement for approval of a Tenant by the Association pursuant to the Bylaws Exhibit D recorded in O. R. Book B4587 Page 0843 of the Public Records of Palm Beach County.

Assignor hereby assigns and transfers to **Bermuda Isles at Boca Rio Homeowners Association, Inc.** ("Association"), as Assignee, all rents and other sums due and to become due, assign or under a Lease

dated \_\_\_\_\_, between Assignor as Landlord, and as Tenant,

for the lease of the following described property:

Unit Address: \_\_\_\_\_

**A. Assignment Contingent:**

This Assignment is contingent upon the condition of the Assignor being delinquent in payment of assessments by thirty (30) days or more (Activation of this Assignment). After any assessment or portion of an assessment is delinquent more than thirty (30) days, the Association shall send a Notice of Activation of Assignment, by both regular and certified U.S. Mail to the Tenant and the Parcel Owner, informing both Parcel Owner and Tenant of the amounts owed (including but not limited to the late assessment, interest and late fees as applicable, plus one month's assessments), and that future rental payment(s) are to be made payable directly to the Association and mailed to the Association's address on the following basis:

1. If the monthly rental payment exceeds the amount owed as stated in the Notice, and the Parcel Owner has not had a previous delinquency in the current calendar year, the Tenant shall pay the delinquent amount directly to the Association at the Association's address, and any remainder and future rents shall be paid to the Parcel Owner;
2. If the monthly rental payment is less than the amount owed as stated in the Notice and the Parcel Owner has not had a previous assessment delinquency in the current calendar year, the Tenant shall directly pay the Association on behalf of the Parcel Owner that amount from the monthly rental payments until the amount owed is paid in full.
3. If the Parcel Owner has had more than one late assessment payment (late as defined in the Declaration of Restrictions for Bermuda Isles at Boca Rio) in a single calendar year, the Association may, in its discretion, require the Tenant to make further rent payments directly to the Association for the remainder of the calendar year or until the amount as stated in the Notice is paid in full.
4. Upon full payment of the delinquency Assignee will send a Notice of Deactivation of Assignment, by both regular and certified U.S. Mail to the Tenant and the Parcel Owner, informing both Parcel Owner and Tenant.

The assignment of rents does not preclude the Association from exercising any or all other remedies available under the Declaration and Florida law, including recording a lien against the property and filing an action for foreclosure and a personal judgment against the unit owner.

**B. Assignor warrants and represents that:**

1. Assignor is the lawful owner of the above-described lease and of the rental property that is the subject thereof and of all rights and interests therein.
2. The lease is genuine, valid, and enforceable.
3. Assignor has a right to make this assignment and has made no previous assignments of the lease.
4. The rental property and rental payments and other sums are free from liens, encumbrances, claims and set offs of every kind whatsoever except as follows:

\_\_\_\_\_

\_\_\_\_\_

5. The monthly rental amount under the Lease agreement between Assignor/Unit Owner/Landlord and Tenant is ( \$ \_\_\_\_\_ ) commencing on \_\_\_\_\_.

**C. Assignor and Tenant understand and agree that:**

1. Assignee does not assume any of the obligations arising under the lease.
2. Assignor will keep and perform all of his obligations as Landlord under the Lease
3. Assignor shall indemnify Assignee against the consequences of any failure to do so. Tenant shall keep and perform all of his/her/their obligations as Tenant under the Lease and under the terms of this Assignment.
4. Assignor will not assign any other interest in the lease, nor sell, transfer, mortgage, or encumber the property described in the lease, or any part thereof, without first obtaining the written consent of Assignee.
5. Assignee may, at his discretion, give grace or indulgence in the collection of all rent and other sums due or to become due under the lease, and grant extensions of time for the payment of any such sums.
6. Assignor waives the right, if any, to obtain the benefit of or to direct the application of any security that is or may be deposited with Assignee until all indebtedness of Tenant to Assignee arising under the lease has been paid.
7. Assignee may proceed against Assignor directly or independently of Tenant and the cessation of the liability of Tenant for any reason other than full payment shall not in any way affect the liability of Assignor hereunder, nor shall any extension, forbearance of acceptance, release, or substitution of security, or any impairment or suspension of Assignee's remedies or rights against Tenant in any way, affect the liability of Assignor hereunder.
8. In the event any payment under the lease is made to Assignor after Activation of Assignment, Assignor will promptly transmit such payment to Assignee.
9. Assignor appoints Assignee as his/her/its attorney in fact to demand, receive, and enforce payment and to give receipts, releases, and satisfactions and to sue for all sums payable, either in the name of Assignor or in the name of Assignee, with the same force and effect as Assignor could have done if this assignment had not been made once the Assignment of Rents has been activated during any Activation period or to enforce the provisions herein. Assignor understands this paragraph grants Assignee power of attorney for the purposes described and is irrevocable during the life of the Lease.
10. Notwithstanding any other term in the Lease Agreement between Landlord/Assignor and Tenant both agree to the following provisions as a condition of approval of Tenant:
  - a) Tenant agrees to comply with all Association governing documents, including the published Board Rules, and in the event of non-compliance, the Association is authorized to fine the



Owner/Tenant as consistent with the Declaration of Restrictions of Bermuda Isles, as amended from time to time and Florida Statutes Chapter 720; and

- b) Failure of the Owner/Tenant to correct the violation and pay an assessed fine shall be grounds for eviction. In the event an Owner/Tenant fails to correct the violation(s) or pay the fine(s) as so assessed by the Association, the Landlord/Assignor shall pay the fine(s), and evict Tenant.
- c) Should Landlord/Assignor fail to evict Tenant, Assignee is hereby authorized to evict Tenant (whether or not the Assignment of Rent has been activated) as attorney in fact for Assignee/Landlord as described herein.
- d) In the event the Association is the prevailing party in any proceeding arising because of an alleged failure of a Tenant to comply with the Association's governing documents and Florida Statutes Chapter 720 as amended from time to time, the Assignee/Landlord and Tenant shall be jointly and severally liable to Assignee for attorney fees and costs at all administrative, trial and appellate levels as they may be awarded by the Court.

This assignment is irrevocable and shall remain in full force and effect during the life of the Lease between Assignee/Landlord and Tenant including any renewal periods.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
**Landlord/Assignor**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
**Tenant**

By: \_\_\_\_\_  
**Tenant**