

## **APPLICATION REQUIREMENTS**

Please read the following information carefully:

- 1) The application must include the information of all those that will occupy / rent / purchase the property.
- 2) A non-refundable Application Fee of \$125.00 (1 or 2 adults), or \$150.00 (3 or more adults) is required from the applicant(s).
   \*Please make <u>Money Order</u> or <u>Cashier's Check</u> payable to L&C Royal Management.
- 3) A non-refundable Parking Decal Fee of \$10.00 is required from the applicant(s). \*Please make <u>Money Order</u> or <u>Cashier's Check</u> payable to **Banyan Tree HOA**.
- 4) A non-refundable Buyer's Fee of \$100.00 is required from the applicant(s) *if this is a Purchase*.
   \*Please make <u>Money Order</u> or <u>Cashier's Check</u> payable to **Banyan Tree Phase 1**.
- 5) A refundable Security Deposit of \$500.00 is required from the <u>owner</u> of the property if this is a Rent.

\*Please make <u>Check</u> payable to **Banyan Tree Phase 1**.

- 6) You must also include:
  - a. Copy of Driver's License or Passport (per each adult).
  - b. Copy of Vehicle Registration (per each vehicle).
  - c. Copy of Contract or Lease Agreement.
  - d. Copy of Articles of Incorporation if purchasing as a Corporation.
    - Application must be filled out by president(s)/owner(s) of the Corporation.
- 7) <u>Each adult</u> must fill out a Residential Screening Request Form, as well as a Disclosure & Authorization Agreement.
- 8) Please print your package/required copies, and then submit to our office (it is recommended that the application be dropped off in person. If sent by mail, we cannot verify documents have been filled out correctly and therefore, applicants may experience delays). Applications/documents will not be accepted by email or fax.
- 9) Management will not receive any incomplete application. An application will begin its process once all requirements are submitted.
- 10) The application process may take up to 15 business days. Applicants will be notified immediately of any updates. Please do not repeatedly contact us regarding status.

**NOTE**: Please print legibly. Answer all questions on pages of this application. If not complete or blank spaces, this application may be returned or not approved.

APPLICATION FOR:	SAL	E R	ENT			
Community Association:	<u>Banyan Tree</u>	Condo Phase-	<u>r</u>			
Current Owner's Name:						
Property Address:					Unit #	
Owner Acct. #:			_ Desired Date of Occupancy:			
Applicant's Name:			DOB:	SSN:		
2 <sup>nd</sup> Applicant's Name:			DOB:	SSN:		
Marital Status: () Si	ingle / (	) Married /	() Divore	ced / ()	Widowed	
Total # of Adult Applicat	nts (18 years or c	older):				
Names & Ages of Minor	s:					
# of Pets, Breed, Color, V	Veight:					
Driver's License #1:		Dr	_ Driver's License #2:			
Vehicle Make:	I	Model:	Year:	Tag#:	State:	
Phone Home:	Cell:		Other:			
RESIDENCE HISTOR	<u>Y</u>					
1- Present Address:				How Long:		
City:	State:	Zip code:		Phone No:		
Landlord:	PHONE No:					
( <u>Please specify if yo</u>						
2- Previous Address:				How Long:		
City:	State:	Zip code:	]	Phone No:		
EMPLOYMENT REFE	RENCE					
1-Employer:		Phone No				
Address:						
Position;		How long:	Mon	thly Income:		

#### PERSONAL REFERENCES

1- Name:		Home No
City:	State:	Work Phone No
2- Name:		Home No
City:	State:	Work Phone No
3- Name:		Home No
City:	State:	Work Phone No
Have you ever had any leg	al conflict with a Landlord	1?
Have you ever had any leg	al conflict at a Residence?	)
This application is subject	to accontance by the Own	nor/Association / Landlord The applicant understands that t

This application is subject to acceptance by the Owner/Association / Landlord. The applicant understands that the Owner/ Association / Landlord will authorize L&C Royal Management Corporation to act as their agent to investigate the information supplied to the applicant on this application from L&C Royal Management Corporation. (And the owner/Association/ Landlord) will not be liable or responsible for any inaccurate information in their report, caused by Illegibility or wrong information on this information, given by the applicant. The Applicant agrees, not to hold L&C Royal Management Corporation and/or the Owner /Association/Landlord reliable for the reports received by their Investigators. All reports will be obtained under the regulations of the FCRA-FAIR Credit Reporting Act. The applicant agrees to sign the Authorization Form, needed by L&C Royal Management Corporation to receive the requested Information concerning the banking, employment, credit and residence information in reference to this application. L&C Royal Management Corporation may investigate all given references as deemed necessary and may also require a credit report through a credit reporting agency. All investigation reports will be handled confidentially and only the results will be reported to the Owner/Association/ Landlord or authorized persons. By signing this application the applicant authorizes the Owner/ Association/ Landlord and their agent L&C Royal Management Corporation, to investigate the information supplied.

Attached is the Signed Authorization Form for Release of Information. DATE:

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_ Applicant 2<sup>nd</sup> Applicant

#### **AUTHORIZATION FORM**

**APPLICANT(S):** This authorization form will be used only to obtain and verify information with your employers, banks and financial Institutions and credit organizations, which require your signature and name printed. You gave this information in connection with your purchase/rental/lease application as attached.

#### AUTHORIZATION TO RELEASE INFORMATION ABOUT MY: EMPLOYMENT, BANKING, CREDIT & RESIDENCE

The requested information will be used in reference to my purchase/rental/lease/lease application. I hereby authorize you to release any and all information concerning =my employment, banking, credit, and residence and give this information to:

#### L&C ROYAL MANAGEMENT CORPORATION

I hereby authorize L&C Royal Management Corporation to investigate all statements contained in my application as may be necessary. I understand that I hereby waive any privileges I may have regarding the requested information to release it to the above named party. A copy of this form may be used in lieu of the original.

Sincerely,

Nayma L Cardona – CAM L&C Royal Management Corporation

**Applicant's Printed Name** 

**Applicant's Signature** 

Date

2<sup>nd</sup> Applicant's Printed Name

2<sup>nd</sup> Applicant's Signature

Date

#### **RULES AND REGULATIONS RECEIPT**

I'm here to confirm that I have received –and <u>will read</u>- a copy of the Rules and Regulations governing the use, responsibilities, safety, security, trash, architectural control, parking registration rules, pets, sales or lease, recreational facilities, swimming pool rules and burglar alarms of Homeowners Association. This Unit <u>cannot be</u> <u>subleased or sublet partial or total</u>. Approval for occupancy for the unit is herby granted to the Declaration of the Banyan Tree Association Phase I with the full approval of the present Board of Directors.

I understand that failure to comply with these Rules and Regulations and governing documents will result in fines, as prescribed by the law.

Total # of Adult Applicants (18 years or older): \_\_\_\_\_

Names & Ages of Minors: \_\_\_\_\_

# of Pets, Breed, Color, Weight: \_\_\_\_\_

**Applicant's Printed Name** 

**Applicant's Signature** 

2<sup>nd</sup> Applicant's Printed Name

2<sup>nd</sup> Applicant's Signature

Property Address: \_\_\_\_\_

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

Approved 
Denied 
Reason:

Approved By: \_

**Board Member Signature** 

Title

Date

**Board Member Printed Name** 

Property Manager: \_

CAM Signature

<u>NAYMA CARDONA</u> CAM Printed Name

Date

LC Royal Mgmt - Banyan Tree Phase #1 / Ref#						
RESIDENTIAL SCREENING REQUEST						
First:	Middle: _		Last:			
Address:						
City:		ST:	·	Zip:		
SSN:	DOB (MM/DD/YYYY):					
Tel#:		Cel#:				
	<u>(</u>	Current Employe	<u>er</u>			
Company:	<u>N/A</u>	Tel#:		<u>N/A</u>		
Supervisor:	<u>N/A</u>	Salary:		<u>N/A</u>		
Employed From:	<u>N/A</u> To:	<u>N/A</u> Title:		<u>N/A</u>		
Current Landlord						
Company:	<u>N/A</u>	Tel#:		<u>N/A</u>		
Landlord:	<u>N/A</u>	Rent:		<u>N/A</u>		
Rented From:	<u>N/A</u>	To:		<u>N/A</u>		
I have read and signed the Disclosure and Authorization Agreement.						
			allonnigroonno			
SIGNATURE:		DA	TE:			

# DISCLOSURE AND AUTHORIZATION AGREEMENT REGARDING CONSUMER REPORTS

### DISCLOSURE

A consumer report and/or investigative consumer report including information concerning your character, employment history, general reputation, personal characteristics, criminal record, education, qualifications, motor vehicle record, mode of living, credit and/or indebtedness may be obtained in connection with your application for and/or continued residence. A consumer report and/or an investigative consumer report may be obtained at any time during the application process or during your residence. Upon timely written request of the management, and within 5 days of the request, the name, address and phone number of the reporting agency and the nature and scope of the investigative consumer report will be disclosed to you. Before any adverse action is taken, based in whole or in part on the information contained in the consumer report, you will be provided a copy of the report, the name, address and telephone number of the reporting agency, and a summary of your rights under the Fair Credit Reporting Act.

### AUTHORIZATION

You hereby authorize and request, without any reservation, any present or former employer, school, police department, financial institution, division of motor vehicles, consumer reporting agency, or other persons or agencies having knowledge about you to furnish AmeriCheckUSA with any and all background information in their possession regarding you, in order that your residence qualifications may be evaluated. You also agree that a fax or photocopy of this authorization with your signature be accepted with the same authority as the original.

## READ, ACKNOWLEDGED AND AUTHORIZED

Print Name

Signature

Date

For California, Minnesota or Oklahoma applicants only, if you would like to receive a copy of the report, if one is obtained, please check the box.

## **ONE PER ADULT**

# BANYAN TREE HOMEOWNERS ASSOCIATION VEHICLE REGISTRATION FORM

Homeowner's Information			
Homeowner's Name(s): _		Acct. #:	
Property Address:			
Home#:	Work#:	Cell#:	
E-Mail:			
Tenant Information (If applicabl	e)		
Tenant's Name(s):			
		Cell#:	
E-Mail:			
	REGISTERED VEHICLE	INFORMATION	
Resident	s are only entitled access of	f one parking space, per unit!	
DECAL # 1:	GUEST#		
	INFORMATION FOR		
Make:	Model:	Color:	
VIN #:	Tag #:		

## ALL RESIDENTS MUST READ AND UNDERSTAND THE FOLLOWING:

Vehicles must be registered by the homeowner(s) or approved tenants. Each unit is entitled one (1) permanent parking decal and one (1) guest tag. It is the owner's choice of which registered car will get the decal, but only one decal will be distributed per unit. The vehicle must be present when obtaining any new decal. Visitors' parking spaces are for such only! NO VEHICLES WITH PERMANENT DECALS ARE ALLOWED TO PARK IN VISITORS PARKING. Towing will be enforced, at owner's expense. All visitor vehicles parked in the same visitor's space for more than 24 hours will be towed at owner's expense. In addition, any residents not following the rules & regulations of the parking in the association will be towed. NO COMMERCIAL VEHICLES ARE ALLOWED TO BE REGISTERED.

I have read the above mentioned, and understand fully.

# BANYAN TREE ASSOCIATIONS RULES AND REGULATIONS

The following Rules and Regulations apply to all Owners and/or Renters.

- 1. The Units shall be occupied as Private Dwellings for the Unit Owners or approved tenants and for no other use. Tenants must be approved by the Board of Directors.
- 2. No immoral, improper, offensive or unlawful use shall be made of any Units, the Condominium Property, the Common areas or of any part thereof. Should offenses occur fines will be levied.
- 3. Nothing shall be done or kept in the Units which will increase the premiums for insurance on the Condominium Property or which will obstruct or interfere with the rights of other Unit Owners.
- 4. No clothesline or similar devices shall be allowed on any portion of the Condominium Property. No clothes are permitted to be dried or placed on any Common area.
- 5. Nothing shall be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Condominium Units, except with the prior written consent of the Board of Directors.
- 6. No business, trade or profession of any type whatsoever shall be conducted from within any Unit without the prior written consent of the Board of Directors. Car repairs and maintenance are not permitted on any Common Areas.
- 7. Without **prior written approval** of the Association, the Common Elements, Limited Common Elements, and exterior portions of the Units shall not be repaired, replaced, or changed; balconies or patios shall not be enclosed; exterior storm doors or shutters shall not be installed; and no Unit shall be materially altered or have a material structural addition annexed thereto. Any approved changes are subject to the following:
  - a. The Association must approve any Contractor, or sub-contractor retained by the Unit owner prior to any work commencing.
  - b. The Unit owner shall be liable for any damage to any part of the Condominium property caused by his Contractor or Sub-contractor or their employees.
  - c. Whether an alteration or addition is "material" shall be determined by the Association in its sole discretion.

- 8. Any floor covering, other than carpeting, such as tile or wood, must have prior approval of the Association. Contractor, materials etc. will have to be presented to the Association for approval.
- 9. All common hallways and passages shall be kept free for their intended use by all Unit owners or renters and shall in no event be used as storage areas, either on a temporary or permanent basis. Planters are not permitted on any Common Area.
- 10. All garbage or trash must be placed in the disposal facilities provided for such purposes by the Association. Furniture, TV sets, barbecues etc. are not permitted to be placed by dumpsters or other Common areas. Fines will be imposed.
- 11. All occupants of Units shall exercise care about making noise and using musical Instruments, radios, televisions and amplifiers that may tend to disturb occupants of other Units.
- 12. No unit shall be permanently occupied by more than two persons to each bedroom in the Unit.

## 13. Pets will be permitted subject to the following rules;

- a. The following pets are permitted: dogs and cats, which do not exceed 15 pounds (condos are permitted only one (1) dog). This does not apply to the townhouses. Birds and fish are allowed
- b. Dogs must be on a leash at all times while outside the Unit. They are to be taken away from buildings to defecate, and, all feces must be picked up. Fines will be imposed if rules are not abided by.
- c. No animals shall be raised on the Condominium Property for commercial purposes.
- d. A Unit owner or renter shall be liable for any soiling or damage to the building, grounds, flooring, walls, trim, finish, tiles, carpeting, stairs, etc., caused by the Unit owner or renter's pet. The Unit owner agrees to pay all costs involved in cleaning or in restoring any damage caused by their pets.
- e. Unit owners shall be financially responsible for any and all damage caused by their pets.
- f. The unit owner or renter shall put the pet out to board at its own expense should it be necessary because of any noise, damage to part of the Condominium Property, or reasonable complaints from other Unit Owners.
- 14. Barbecuing is not permitted at any time on balconies or enclosed patios. Fines will be imposed for any violations.

- 15. All Unit Owners or Renters are required to have Parking Decals displayed on their windshields. Any cars parked in Reserved parking areas without Decals will be stickered. The Owners or Renters will have 3 days to comply with this ruling and obtain the necessary Decal and Guest parking tag from the Management Company. If this is not done the car(s) will be towed. Guest parking areas are NOT to be used by cars with permanent Decals.
- 16. In the event a Unit Owner makes any unauthorized alterations or additions to his Unit, the Limited Common elements or the Common Elements, or otherwise violates or threatens to violate the provisions set forth in any of the Rules and regulations which may, hereafter, be adopted by the Board of Directors, as provided in the By-laws, the Association shall have the right to proceed in a Court of equity for an injunction to seek compliance with the provisions hereof and/or to impose and collect fines for such violations.
- 17. The Association shall make and adopt such other rules and regulations as it shall deem necessary or convenient for the comfort and welfare of the Unit Owners/Renters or for the preservation or enhancement of the Condominium Property.
- 18. Children must be accompanied by an adult to be in the pool at all times. No exceptions will be made.