

Rainberry Park Homeowners Association, Inc.

C/O Residential Management Concepts

20540 Country Club Blvd

Boca Raton FL 33434

954-426-0151

**INSTRUCTIONS FOR THE APPLICATION FOR SALE/LEASE**

Circle sale or lease

**1. THERE IS A 2 YEAR "NO LEASE" CLAUSE AFTER TAKING TITLE WHICH IS STRICTLY ENFORCED.**

Complete every line/blank on the attached documents. All questions must be answered. All including zip codes. IF THIS APPLICATION IS NOT LEGIBLE OR IS NOT COMPLETELY AND ACCURATELY FILLED OUT, MANAGEMENT COMPANY, ASSOCIATION, AND/OR OWNER WILL RELATED REPORTS CAUSED BY OMISSION OR ILLEGIBILITY.

2. A non- refundable application fee of \$150 and a non-refundable \$35 background check fee is required, payable to Rainberry Park Homeowners Association. All adults 18 or older residing together in the unit (excluding married couples) must submit their own separate application and each pay the \$150 application fee and \$35 background check even if only one person's name appears on the purchase or lease contract. A non-refundable \$100.00 processing fee per application made payable to Residential Management Concepts Inc. Cashier's check or money order are required. **NO PERSON CHECK WILL BE ACCEPTED.** These are non-refundable fees.
3. Return the attached forms to Residential Management at the address listed on the top of this form, along with a copy of the purchase agreement or lease.
4. **Submit a copy of a photo I.D. for each adult applicant and a copy of the purchase contract or lease agreement on this form.**
5. The references listed on the application will be thoroughly investigated prior to any meeting with the interview committee. The Association has thirty (30) days from the receipt of a valid and completed set of responses to the Association's inquiries in which to give their decision.
6. Prior to the final approval, all applicants must be interviewed. The Board of Directors normally gives management their decision within twenty-four (24) hours following the interview. Please do not bring children to the screening interview. If there is a babysitting problem, only one (1) parent needs to be interviewed.
7. Should the unit have funds owing the Association, an application for sale or lease will not be considered a valid one until such time as all balances due the Association have been satisfied. Such funds are not deemed paid in full until all checks have cleared the bank. Please allow additional time for all out of area checks to clear before requesting an interview. The Association has thirty (30) days from time of full satisfaction of all balances owed in which to interview the applicant and give their decision.
8. If approval is given on the purchase of a unit, the Association will furnish the proper written approval form to the new proposed owner. Should the application be a purchase, the designated party then agrees to furnish a copy of the WARRANTY DEED, along with the buyer's LEGAL MAILING ADDRESS and telephone number, to the Management Company immediately following the close of the sale. The Management Company will not amend their records, recording a new owner without said Warranty Deed.
9. It is the Seller's obligation to furnish the following to the buyer:
  - a) A full set of current Documents and Rules and Regulations.
  - b) Keys to the unit and pool area.

10. It is the Lessor's obligation to furnish the following to the Lessee's:
  - a) A current copy of the Documents and Rules and Regulations.
  - b) Keys to the unit and pool area.
  - c) It is the Lessor's obligation to keep the Lessee advised of any change in Rules and Regulations or other community information applicable to the Lessee during the term of the lease.
11. It is the unit owner's obligation to ensure that correct mailing addresses and telephone numbers are kept up to date with the Management Company.
12. Homeowner fees are due monthly, in advance, on the first day of each month. Coupons are mailed to you as a courtesy at the end of each year for the following year. It is your responsibility these fees even if coupons are not received. If you do not receive the coupons, please contact Residential Management and a new set will be mailed to you.

#### **LEASE PROVISIONS**

13. All leases shall expressly subject Lessee to all terms and conditions of the HOA's covenants and it shall be the responsibility of each Lessor to provide the Lessee with a copy of all pertinent Rules and Regulations. Each lease shall provide that a lessee's failure to comply with any of the covenants affecting the property or any rules of the Rainberry Park HOA shall be deemed a material breach of said lease.
14. It shall be the continuing responsibility of the owner/lessor to ensure that a lessee's violation of the rules of Rainberry Park is promptly corrected. Lessor shall be responsible for correcting violations upon receipt of notice of such violation.

**RAINBERRY PARK HOMEOWNERS APPLICATION FOR OCCUPANCY-  
PURCHASE/RENTAL**

**PLEASE PRINT OR TYPE ALL INFORMATION**

**CONDO ADDRESS** \_\_\_\_\_

**PURCHASE** \_\_\_\_\_ **OR LEASE** \_\_\_\_\_  
**(CHECK ONE) IF LEASE, TERM:** \_\_\_\_\_ **TO** \_\_\_\_\_

**PROPOOSED OCCUPANT** \_\_\_\_\_

**D/O/B** \_\_\_\_\_ **SOC.SEC:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**SPOUSE OR OTHER OCCUPANT** \_\_\_\_\_ **D/O/B** \_\_\_\_\_

**SOC.SEC:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**NAMES AND AGES OF CHILDREN AND OTHER WHO WILL OCCUPY**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RESIDENCE HISTORY**

**PRESENT ADDRESS:** \_\_\_\_\_

**PHONE:** (\_\_\_\_) \_\_\_\_\_

**DATE OF RESIDENCY:** \_\_\_\_\_

**LANDLORD:** \_\_\_\_\_ **PHONE:** (\_\_\_\_) \_\_\_\_\_

**PREVIOUS ADDRESS:** \_\_\_\_\_

**HOW LONG:** \_\_\_\_\_

**LANDLORD:** \_\_\_\_\_ **PHONE:** (\_\_\_\_) \_\_\_\_\_

**EMPLOYMENT AND BANK REFERENCES**

**EMPLOYER:** \_\_\_\_\_ **PHONE:** (\_\_\_\_) \_\_\_\_\_

**HOW LONG:** \_\_\_\_\_ **POSITION** \_\_\_\_\_

**APPOX. MONTHLY INCOME:** \_\_\_\_\_

**SPOUSE'S EMPLOYER:** \_\_\_\_\_ **PHONE:** (\_\_\_\_) \_\_\_\_\_

**Rainberry Park Homeowners Association/ Ref#**  
**RESIDENTIAL SCREENING REQUEST**

First: \_\_\_\_\_ Middle: \_\_\_\_\_ Last: \_\_\_\_\_

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

City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_

SSN: \_\_\_\_\_ DOB (MM/DD/YYYY): \_\_\_\_\_

Tel#: \_\_\_\_\_ cell#: \_\_\_\_\_

**Current Employer**

Company: \_\_\_\_\_ N/A \_\_\_\_\_ Tel#: \_\_\_\_\_ N/A \_\_\_\_\_

Supervisor: \_\_\_\_\_ N/A \_\_\_\_\_ salary: \_\_\_\_\_ N/A \_\_\_\_\_

Employed From: \_\_\_\_\_ N/A \_\_\_\_\_ To: \_\_\_\_\_ N/A \_\_\_\_\_ Title: \_\_\_\_\_ N/A \_\_\_\_\_

**Current landlord**

Company: \_\_\_\_\_ N/A \_\_\_\_\_ Tel#: \_\_\_\_\_ N/A \_\_\_\_\_

Landlord: \_\_\_\_\_ N/A \_\_\_\_\_ Rent: \_\_\_\_\_ N/A \_\_\_\_\_

Rented From: \_\_\_\_\_ N/A \_\_\_\_\_ To: \_\_\_\_\_ N/A \_\_\_\_\_

*I have read and signed the Disclosure and Authorization Agreement.*

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

**Residential Mgmt – Rainberry Park / Ref# \_\_\_\_\_**  
**RESIDENTIAL SCREENING REQUEST**

First: \_\_\_\_\_ Middle: \_\_\_\_\_ Last: \_\_\_\_\_

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

City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_

SSN: \_\_\_\_\_ DOB (MM/DD/YYYY): \_\_\_\_\_

Tel#: \_\_\_\_\_ Cel#: \_\_\_\_\_

Are you Buying or Renting? \_\_\_\_\_

**Current Employer**

Company: \_\_\_\_\_ N/A \_\_\_\_\_ Tel#: \_\_\_\_\_ N/A \_\_\_\_\_

Supervisor: \_\_\_\_\_ N/A \_\_\_\_\_ Salary: \_\_\_\_\_ N/A \_\_\_\_\_

Employed From: \_\_\_\_\_ N/A \_\_\_\_\_ To: \_\_\_\_\_ N/A \_\_\_\_\_ Title: \_\_\_\_\_ N/A \_\_\_\_\_

**Current Landlord**

Company: \_\_\_\_\_ N/A \_\_\_\_\_ Tel#: \_\_\_\_\_ N/A \_\_\_\_\_

Landlord: \_\_\_\_\_ N/A \_\_\_\_\_ Rent: \_\_\_\_\_ N/A \_\_\_\_\_

Rented From: \_\_\_\_\_ N/A \_\_\_\_\_ To: \_\_\_\_\_ N/A \_\_\_\_\_

*I have read and signed the Disclosure and Authorization Agreement.*

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**DISCLOSURE AND AUTHORIZATION AGREEMENT**  
**REGARDING CONSUMER REPORTS**

***DISCLOSURE***

The undersigned acknowledges that 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 residence.

***AUTHORIZATION***

The undersigned acknowledges that they are authorizing and requesting, 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.

If you dispute any information found in your consumer report and would like to request a copy of the report, please send a request letter via certified mail to;

AmeriCheckUSA  
7777 Davie Rd Extension #101B  
Hollywood, FL 33027

\_\_\_\_\_  
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.

**AUTHORIZATION FOR THE ASSOCIATION TO COLLECT RENT UPON DELIQUENCY**  
**IN MAINTENANCE PAYMENMTS**

WHEREAS, \_\_\_\_\_, (herein "owner"), is the record owner(s) of the

Residential Unit located \_\_\_\_\_ Boca Raton, Florida 33428 (herein the "Unit") in Rainberry Park Homeowners Association (herein the "Association"), as described in the Declaration of Covenants, Conditions and Restrictions recorded in the public records of Palm Beach County, at official Records Book 6113, page 548; and WHEREAS, the Association is entity charge with the operation and management of the community; and  
WHEREAS, Owner

desires to lease the unit to \_\_\_\_\_ (herein "lessee(s)") pursuant to a lease submitted herewith; and WHEREAS the parties desire the approval of the Association for this lease, governed under the Certificates of Resolution Pursuant to the Declaration of Covenants, Conditions and Restrictions, particularly Resolution Adopting Leasing Regulation recorded in the Public records of Palm Beach County at Official Records Book, 6113, Page 548.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for the other good and valuable consideration, the receipt and adequacy of which is expressly acknowledged, the parties hereto agree as follows:

1. Upon the execution and delivery of this Authority agreement and the submission of any other documentation required by the Association, the Association shall provide the necessary approval for the lease.
2. If, at any time during pendency or term of the lease, Owner becomes delinquent for a period of thirty (30) days or more in the payment of assessments to Association, Owner and lessee(s) agree that Association shall have the power, rights and authority to demand lease payments directly from the lessee(s) and deduct such past-due assessments, cost 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 lease Agreement if such payment is made directly to Association upon demand from Association, if any funds are left over after deduction of the amounts owed, the Association shall immediately remit the balance to owner at the address listed in the Association's records.
3. Should Lessee(s) fail to comply with the demand of the Association within three (3) days of receipt of the demand for payment hereunder, the Association is hereby granted the authority to obtain a termination of tenancy, in the name of the Owner, through eviction proceedings, or to seek an injunctive relief for 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. Any such cost shall be deemed to be a special assessment, pursuant to the Declaration of Covenants, Restrictions and Easements.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
Owners

Attest: \_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
LESSEE(S)



# Pet Registration Form

(Photographs and Recent Veterinarian Report Required)

## **PET INFORMATION**

PET #1 (Attach & label photo)

Type: DOG: \_\_\_\_ Cat: \_\_\_\_

PET #1 (Attach & label photo)

Type: DOG: \_\_\_\_ Cat: \_\_\_\_

Name of Pet: \_\_\_\_\_

Name of Pet: \_\_\_\_\_

Breed: \_\_\_\_\_

Breed: \_\_\_\_\_

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

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

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

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

Age: \_\_\_\_\_

Age: \_\_\_\_\_

Date of last vaccination: \_\_\_\_\_ Date of last vaccination: \_\_\_\_\_

You MUST register with the Association if you add a pet after moving in.

## **OWNER INFORMATION**

Name of  
Owner(s) \_\_\_\_\_

Address of  
Owner(s) \_\_\_\_\_

I/We have read the Rules & Regulations of the Association and have been advised during my/our screening that my/our pet must be on a leash at all times and I/We must remove the solid waste immediately. I/WE am/are also aware that I/We must comply with the Palm Beach County Ordinance 89-2 as it relates to my/our pet.

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Rainberry Park**

### **Rules and Regulations**

**All dogs must be registered with the association.** They must be kept on a leash and under positive control in any public portions and/or common areas of Rainberry Park. Owners are responsible for cleanup of fecal material that occurs on the common grounds. Owners shall indemnify the Association and hold it harmless against any loss or liability of any kind whatsoever arising from or growing out of having any pet.

***Please use our new Doggie stations to acquire bags, and place the used bags in the metal receptacle at the bottom of the doggie station.***

Should a pet defecate anywhere upon the Common Areas, the owner, or the person in charge of that pet, must immediately remove and dispose of the excrement in a sanitary manner with the use of a "pooper-scooper" or another appropriate tool. No fecal material may be placed in common area/recreation area trash containers. ***Any person seen not picking up after their animal will be subject to \$100.00 fine per occurrence.***

If any household pet is found to be a nuisance or annoyance to other residents (noise, odor, etc. and in violation of the county ordinance any two neighbors can file a complaint with Palm Beach County. (Forms are available at the office).

Pets can be a source of irritation to your neighbors if you do not follow the community regulations regarding pets; therefore, the Association absolutely requires that you adhere to these rules:

- A. Any pet not properly supervised or loose on the property, may be turned over to Animal Control/Palm Beach County.
- B. Pets must be under positive control when outside the living unit. Control is deemed to mean on a leash and being handled by a person of such size and age to have authority and capability over the animal.
- C. ***The homeowner is responsible for ensuring that his/her pet does not disturb any other resident by noise (barking), odor, running loose or waste***

*materials not picked up.*

- D. The homeowner is responsible for any damage or injury the pet may cause.
- E. The Palm Beach County Health Department prohibits pets in or around pool areas and the playground.
- F. NO PIT BULLS (CLASSIFIED EVEN WITH 1% PIT BULL MIX)  
PERMITTED BY ANY HOMEOWNER, LESSEE, OR GUEST.

***THE ASSOCIATION MAY TAKE ALL NECESSARY LEGAL ACTION TO  
FORCE REMOVAL OR EXPULSION OF PETS IN VIOLATION OF THESE  
FORGOING RESTRICTIONS. PET OWNERS MAY BE HELD LIABLE FOR  
ANY LEGAL FEES OR COURT COSTS INCURRED BY THE ASSOCIATION  
IN CONNECTION WITH SUCH LEGAL ACTION. PET OWNERS WILL  
ALSO BE SUBJECT TO PENALTY.***

## **Rainberry Park Homeowners Association**

### **APPLICATION FOR RESIDENCY OR LEASE**

#### **PETS**

1. Any household pet which disturbs the peace and quiet of the neighboring households should be reported to Palm Beach County Animal Control. After three (3) registered complaints the animal will be subject to removal.
2. No pets are permitted to be outside their own household unattended by owner without a leash. No pets are allowed within recreation areas.
3. Pets may be walked outside the development. Owners shall dispose of all feces by using a "Pooper Scooper" or other disposal means. Feces shall not be placed in the storm drains. Owners should prevent their pets from urinating on other common areas or neighbor's property.

#### **ENFORCEMENT**

An Owner's failure to comply with the Restrictions of the Rules and Regulations of the Association, as they may be adopted from time to time, may result in sanctions, including, but not limited to: exclusions from the common Areas, the levying of a special assessment in addition to any regular monthly assessment, the filing of a claim of lien on the property for any unpaid assessments and the foreclosure thereof. Any sanction levied shall become and remain the personal obligations of the Owner of record. Any lien imposed in accordance with this section shall be subject to the terms of the Declaration.

I/we agree to abide by the Rules and Regulations of the Association and any future Rules which may be enacted by the Board of Directors.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**AUTOMOBILE INFORMATION: (Maximum 2 cars)**

**Please fill out all vehicle information requested and submit a copy of a photo I.D. for each applicant along with pictures of the front and back of the vehicle(s).**

**Number of cars:** \_\_\_\_\_

**Driver's License #:** \_\_\_\_\_ **State/Exp. Date:** \_\_\_\_\_

**Driver's License #:** \_\_\_\_\_ **State/Exp. Date:** \_\_\_\_\_

**Make/Model:** \_\_\_\_\_ **Year:** \_\_\_\_\_ **Tag #:** \_\_\_\_\_ **State:** \_\_\_\_\_

**Make/Model:** \_\_\_\_\_ **Year:** \_\_\_\_\_ **Tag #:** \_\_\_\_\_ **State:** \_\_\_\_\_

**Have you ever been arrested or convicted of a crime?** \_\_\_\_\_

**If yes, please give specifics on a separate page.**

**Attached is my non-refundable application fee:** \$ \_\_\_\_\_

**The purpose for the purchase is:**

**Permanent Residence** \_\_\_\_\_ **Seasonal Residence** \_\_\_\_\_ **Investment Rental** \_\_\_\_\_

**I/WE HERBY AUTHORIZE THE ASSOCIATION OR ITS AGENT TO OBTAIN AND VERIFY A CONSUMER CREDIT REPORT, ALONG WITH AN INVESTIGATION OF MY BACKGROUND WHICH MAY INCLUDE INFORMATION REGARDING MY CHARACTER, BANKING HISTORY, PRESENT AND PRIOR RESIDENTIAL HISTORY, PAST AND PRESENT EMPLOYMENT HISTORY, AND CRIMINAL BACKGROUND CHECK.**

**I/WE AGREE TO INDEMNIFY AND HOLD HARMLESS LEXIS NEXIS CREDIT CORPORATION, RESIDENTIAL MANAGEMENT CONCEPTS INC., AND RAINBERRY PARK HOMEOWNERS ASSOCIATION, THEIR EMPLOYEES, OFFICERS AND DIRECTORS, AFFILIATES, SUB CONTRACTORS, AND AGENTS FROM ANY LOSS, EXPENSE, OR REPORTS FURNISHED.**

**I/WE HAVE READ THE ATTACHED RULES AND REGULATIONS. I/WE FULLY UNDERSTAND SAID RULES AND WILL ABIDE BY THEM. I/WE AM AWARE THAT ONE (1) WARNING WILL BE GIVEN FOR ANY INFRACTION, AFTER WHICH A FINE MAY BE IMPOSED BY THE BOARD.**

**SIGNED:** \_\_\_\_\_ **DATE** \_\_\_\_\_  
Applicant

**SIGNED:** \_\_\_\_\_ **DATE** \_\_\_\_\_  
Spouse