Channing Villas Homeowners Association Inc

c/o JMA Community Management
1375 Gateway Blvd, Boynton Beach, FL 33426
Office: 561-440-7854 * info@JMAmanagement.net

Application Checklist

☐ Purchase ☐ Lease ☐ Occupant

All items must be submitted; incomplete applications will be delayed.

Applicant: _____ **Phone:** _____

Email: _____

Co-Applicant: _____ **Phone:** _____

Email: _____

Property Owner Name(s)_____

Property Address: _____

General submission requirements

The complete application package included the following items. Initial each section upon completion.

_____ Copy of the signed sales contract or lease agreement
_____ Copy of each applicant's driver's license
_____ $150.00 Application and Processing Fee per applicant (for married couples, a total of $150.00) non-refundable - *(Please make the check payable to **JMA Community Management**)*
_____ Initial copy of the Rules and Regulations (please retain a copy for your records)
_____ Vehicle registration documents
_____ Pet registration application, including a colored photo, current veterinary report, and vaccination records

REALTOR INFORMATION

Name: _____

Company: _____

Address: _____

Phone: _____

Email: _____

Please note: Board approval is required before occupancy. Essentially, every effort will be made to expedite your application; however, processing and approval may take up to 30 days.

Once the applicant completes the application, a CERTIFICATE OF APPROVAL will be provided.

Today's Date: _____ Date of anticipated move in: _____
Property address: _____

APPLICANT
Full name of applicant: _____
Present Address: _____
Telephone number: (home) _____ (work) _____
D.O.B.: _____ social security #: _____ Driver's license: _____

APPLICANT'S EMPLOYMENT
Name of present employer: _____
Address: _____
Position: _____ Date started: _____ Monthly income: _____
Supervisor's name: _____ phone: _____
Name of previous employer: _____
Address: _____
Position: _____ Date started: _____ Monthly income: _____
Supervisor's name: _____ phone: _____
Other sources of income: _____

SPOUSE
Full name of spouse: _____
Present Address: _____
Telephone number: (home)_____ (work)_____
D.O.B.: _____ social security #: _____ Driver.s license: _____

SPOUSE'S EMPLOYMENT
Name of present employer: _____
Address: _____
Position: _____ Date started: _____ Monthly income: _____
Supervisor's name: _____ phone: _____
Name of previous employer: _____
Address: _____
Position: _____ Date started: _____ Monthly income: _____
Supervisor's name: _____ phone: _____
Other sources of income: _____

PRESENT LANDLORD /MORTGAGE COMPANY
Present Landlord or mortgage company: _____
Telephone number: (home)_____ (work)_____
Monthly rent or mortgage payment: _____ Date of move-in: _____ Date of move-out: _____

PREVIOUS LANDLORD / MORTGAGE COMPANY
Previous Landlord or mortgage company: _____
Telephone number: (home)_____ (work)_____
Monthly rent or mortgage payment: _____ Date of move-in: _____ Date of move-out: _____

EMERGENCY

In case of emergency contact: _____

Relationship: _____ phone: _____

OCCUPANTS

List all occupants.

Name: _____ Relationship: _____ DOB: _____

Name: _____ Relationship: _____ DOB: _____

Name: _____ Relationship: _____ DOB: _____

Name: _____ Relationship: _____ DOB: _____

PETS

List all pets: type_____ breed: _____ weight_____ age: _____

List all pets: type_____ breed: _____ weight _____ age: _____

VEHICLES

List vehicles to be parked on the premises.

Make: _____ model: _____ year: _____

Make: _____ model: _____ year: _____

The above-listed applicant declares that all statements in this application are accurate and complete. Applicant hereby authorizes the National Association of Independent Landlords to verify all the information in this application and obtain credit reports on the above-listed applicants and/or other applicants.

Signature of applicant: _____ Date: _____

Signature of Spouse: _____ Date: _____

CHANNING VILLAS HOMEOWNERS ASSOC., INC.

AMENDMENT TO RULES AND REGULATIONS
Adopted October 24, 2016

The following Rule 7 shall replace Rule 7 of the Miscellaneous rules and regulations as set out in the Rules and Regulations of Channing Villas Homeowners Association, Inc. [sic], adopted by the Board of Directors of Channing Villas Homeowners Assoc., Inc. on July 22, 1998.

7. The Association is responsible for pressure cleaning, sealing cracks one-sixteenth of an inch ($^1/_{16}$") or smaller, and painting the wood trim of the Villas every four years, or as otherwise determined by the Board of Directors. All other maintenance, repair, or replacement of the wood trim is the responsibility of the owner.

The following Rule 4 shall be added to the end of the PARKING rules and regulations as set out in the Rules and Regulations of Channing Villas Homeowners Association, Inc. [sic], adopted by the Board of Directors of Channing Villas Homeowners Assoc., Inc. on July 22, 1998.

4. Parking on a single car width driveway shall be limited to two (2) vehicles parked one behind the other; no side-by-side vehicle parking is permitted on a single car width driveway. Parking on a double car width driveway shall be limited to four (4) vehicles parked in two side-by-side rows; side-by-side parking is only permitted on a double car width driveway.

The following rules and regulations shall replace the RENTAL UNITS rules and regulations as set out in the Rules and Regulations of Channing Villas Homeowners Association, Inc. [sic], adopted by the Board of Directors of Channing Villas Homeowners Assoc., Inc. on July 22, 1998.

The following rule shall be added to Community Standards.
Replacement of roofing/roof shingles: adjoining units must be the same color. Color selection must be in the Tan or Gray color family. Association approval is required before commencement of replacement.

~ RENTAL OF UNITS

1. No unit shall be leased or rented without the prior written approval of the Association. At least thirty (30) days prior to the desired date of occupancy, the owner or the owner's agent is required to submit a properly completed application, as supplied by the Association, which application must provide the legal name(s) of all proposed tenant(s) and occupant(s) who will be residing within the unit and such proposed tenant(s)

and occupant(s) current address(es) and telephone number(s). The application shall be submitted to the Association together with (i) a copy of the proposed lease agreement, which includes all terms thereof; (ii) a copy of valid governmental identification for each proposed tenant and occupant over the age of eighteen (18) years old, and (iii) a non-refundable fee of $100.00 per proposed tenant and occupant, or such other amount as may be required by the Board, to be use for the purposes of lease application processing, including but not limited to background checks.

2. Each lease agreement shall be in writing. The Board may require a substantially uniform lease be used for all tenants. Owners are responsible for providing a copy of the Rules and Regulations to prospective tenants prior to occupancy of the owner's unit. Each lease agreement shall specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be each tenant's full compliance with the covenants, terms, conditions and restrictions of the applicable Declaration of Restrictions, as may be amended from time to time, and with any and all rules and regulations adopted by the Association, from time to time, and that the Association shall have the right, but not the obligation, to terminate such lease agreement upon any violation thereof by the tenant(s) and to evict/eject such tenant(s) and seek all such other legal remedy as may be available to the Association. In the event a lease agreement does not contain such language, all lease agreements entered into after the effective date of this Amendment to Rules and Regulations shall be deemed to include such language as if specifically included therein and shall take priority over all other provisions set out therein. Additionally, all attorneys' fees, costs and expenses, including appeals, associated with such ejectment/eviction and/or action for other legal remedy as may be available to the Association shall be assessable against the unit. If such assessment is not paid within thirty (30) days after the Association's demand for such payment, such amounts shall be collectible by the Association in any lawful manner not limited to a manner similar to any other assessment due, and to the extent permitted by law, not limited to the filing of an assessment lien and subsequent foreclosure, for failure to satisfy such obligation.

3. No unit shall be lease during the twelve (12) consecutive months after the sale or other conveyance of a unit to an owner. No owner may lease his/her unit if such owner is delinquent in the payment of any monetary obligation to the Association. No owner may lease his/her unit where such owner is in violation of the covenants, terms, conditions, and restrictions of the applicable Declaration of Restrictions, as may be amended from time to time, or with any rules and regulations adopted by the Association, from time to time, at the time such owner desires to lease his/her unit.

4. No unit shall be leased for a period of less than six (6) consecutive months. Units may not be leased more than once during any consecutive twelve (12) month period. Subletting or assignment of any lease is not permitted.

5. Units may be rented to one family or to multiple persons not related by family (e.g., roommates). Units may only be leased under a single lease agreement; for example

purpose only, roommates cannot have separate lease agreements with the owner and must be under a single lease agreement with the owner.

6. Occupancy shall be as follows, unless otherwise required by law: (i) no more than four (4) individuals to a two (2) bedroom unit; (ii) no more than six (6) individuals to a three (3) bedroom unit.

7. Within thirty (30) days of receipt of a properly completed application and all documents and fees related thereto, the Association must either approve or disapprove the proposed lease agreement in writing to the owner and the proposed tenant(s). If the Association does not take action or disapprove the lease application within thirty (30) days, the lease application shall be deemed approved. The lease application shall be reviewed by a committee of not less than two (2) Board members. The Board, in its sole discretion, may personally interview any intended tenant(s) at a date, time and place agreeable by the Board or may personally interview any intended tenant(s) via telephone, videophone or other real-time communication method.

8. Upon approval, the owner must provide the Association with a copy of the full executed lease agreement, together with the "Security Deposit" (as such term is hereinafter defined). At such time, the owner shall additionally provide the Association with the address to the owner's residence and the owner's telephone number.

9. An owner wishing to lease his/her unit or the intended tenant(s) shall be required to place in escrow with the Association a reasonable sum, not to exceed the equivalent of one month's rental (the "Security Deposit"), which may be used by the Association to repair any damage to the Association's property and/or the Association's common areas resulting from acts or omissions of tenant(s), as determined in the sole discretion of the Board. Payment of interest, claims against the Security Deposit, refunds and disputes regarding the disposition of the Security Deposit shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes, as amended from time to time.

10. The owner shall be jointly and severally liable with the tenant(s) to the Association for any amount which is required by the Association to repair any damage to the Association's property and/or the Association's common areas resulting from acts or omissions of tenant(s), as determined in the sole discretion of the Board, and to pay any claim for injury or damage to property caused by the negligence of the tenant(s). All costs and expenses incurred by the Association in repairing such damage, including without limitation, attorneys' fees, costs and expenses, including appeals, shall be assessable against the unit. If such assessment is not paid within thirty (30) days after the Association's demand for such payment, such amounts shall be collectible by the Association in any lawful manner not limited to a manner similar to any other assessment due, and to the extent permitted by law, not limited to the filing of an assessment lien and subsequent foreclosure, for failure to satisfy such obligation.

11. If the Association disapproves the proposed lease agreement, the lease agreement shall not be made. The Association shall have the right, without limitation of

other lawful remedy, to evict and/or eject the unapproved occupant(s) on behalf of the owner who fails to comply with these rules and regulations regarding the rental of units. All attorneys' fees, costs and expenses, including appeals, associated with such eviction and/or ejectment shall be assessable against the owner's unit. If such assessment is not paid within thirty (30) days after the Association's demand for such payment, to the extent permitted by law and without limitation, such amounts shall be collectible by the Association in a manner similar to any other assessment due, followed by the filing of an assessment lien and subsequent foreclosure, for failure to satisfy such obligation.

12. The Association may conduct a background check on all intended tenant(s). Intended tenant(s) found to have one (1) of the following may be disapproved:

a. Having falsified any information contained within the lease application provided to the Association, or having failed to complete the lease application provided to the Association;

b. Having a guilty plea or conviction of a crime of moral turpitude, such as and by way of example and not limitation, a felony involving violence to persons or property or a felony demonstrating extreme dishonesty;

c. Having a history of being a "bad tenant", including by way of example and not limitation, a prior eviction/ejectment or a failure to abide by the governing documents of a prior community association or of the Association.

13. In the event an owner whose unit is leased becomes delinquent in the payment of any monetary obligation to the Association, the Association may, without limitation of other lawful remedies, make written demand to such owner and the owner's tenant(s) for payment of rent to be payable and sent to the Association in accordance with the relevant provisions of Chapter 720, Florida Statutes, as may be amended from time to time.

14. Guests shall be those individuals who are not owners or tenants and occupy a unit for a period of less than thirty (30) days cumulatively in a calendar year. Guests residing in a unit for a period greater than thirty (30) days cumulatively will be deemed holdover occupants of said unit and therefore, prior to the expiration of such initial thirty (30) cumulative day period when such person was considered a guest, must meet the requirements of these rules and regulations regarding rental of units.

15. The requirement to obtain the prior written approval of the Association in order to lease a unit shall be effective and enforceable against all renewals of lease agreements existing as of the date this Amendment to Rules and Regulations is adopted by the Board and against all lease agreements entered into after the date this Amendment to Rules and Regulations is adopted by the Board. All other rules and regulations set forth herein shall be effective and enforceable upon adoption of this Amendment to Rules and Regulations by the Board.

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This is to certify that_____and_____ have received and reviewed the Documents and Rules & Regulations of Channing Villas Homeowners Association.

I/We are aware of the importance of abiding by these documents. Any violations may result in fines and legal action.

Date: _____

Owner(s) / Renter (s)Signature_____

_____

Owner (s) / Renter (s) Printed Name _____

_____

CHANNING VILLAS HOMEOWNERS ASSOCIATION INC

PET REGISTRATION AGREEMENT

OWNER/RESIDENT: _____

UNIT ADDRESS: _____ DATE: _____

CONTACT INFORMATION: _____

DESCRIPTION OF PET: The following pet shall be the only pet allowed to be housed in the resident's unit. No other pet shall be permitted and no replacements are allowed without amending this agreement. Guests and family members shall not be allowed to bring their pet onto Channing Villas Association Inc without the completion of this agreement.

Type: _____ **Breed:** _____ **Color:** _____

Age: _____ **Weight:** _____ **Name:** _____

CONDITIONAL AUTHORIZATION FOR PET: The resident cited above is hereby authorized to keep _____ [Name of pet described above, weighing _____ lbs. or less at maturity with picture attached) on the premises of the above unit. Authorization may be terminated is resident or resident's family or a guest violates any pet rule cited in this document (Channing Villas Homeowners Association) in any manner.

ADDITIONAL RULES: Association shall from time to time have the right to make reasonable changes to the pet rules herein, if in writing and distributed to all registered pet owners.

VIOLATION OF RULES: If pet owner violates any rule or provision of this pet agreement, owner shall at Association's option, immediately and permanently remove the pet from the premises upon written notice from the Association. If owner refuses to remove the pet, the Association will request appropriate legal action.

My signature below indicates that I am aware that I am totally responsible and liable for the actions of my pet and any damages will be assessed to me. **THIS IS A BINDING DOCUMENT – PLEASE READ CAREFULLY BEFORE SIGNING.**

DATE: _____ _____

Pet Owner's Signature

_____

_ **Authenticate by:** Director, Channing Villas Homeowners Association / Property Manager