



Rental and Occupancy Criteria Guidelines

1800 Biscayne Plaza Condominium Association, Inc. shall require a background and credit check on all applicants 18 or older for lease or sale of any unit. The prospective purchaser or renter must pay an application fee. Background and credit check shall be reviewed prior to approval and authorization to move-in. An applicant is defined as any and all permanent Occupants. The search will be processed for all addresses at which the applicant(s) has resided over the past eighty-four (84) months.

The Application will be rejected for any of the following reported related reasons:

I. Application for Lease

A. Criminal Background

1. Any Felony Convictions within the seven (7) years prior to the application date. Civil rights must be restored.
2. Any Drug related convictions, including Petty Offenses, and DUI's within the seven (7) years prior to the application date. Civil rights must be restored.
3. Any of the above related charges resulting in "Adjudications Withheld" and/or "Deferred Adjudication" Active Status on Probation or Parole resulting from any of the above within the seven (7) prior to the application date. Civil rights must be restored.
4. Any Terrorism related convictions (Felony/Misdemeanor) without limitation as to times.
5. Household size exceeding Florida Occupancy Limits.
6. Applicant has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other residences, social organizations or associations.

B. Additional reasons for not approving an applicant shall include, but not be limited to:

1. Unpaid Judgments.
2. Evictions.
3. Falsification of the application information.
4. Application and the Lease Agreement to include ancillary documents is not completed.
5. Application and the Lease Agreement to include ancillary documents not signed by all applicants.
6. No verifiable employment or other verifiable income sources.
7. Combined income not exceeding 2.5 times the rental amount. Proof of income required.(Options: 2 most recent pay stubs, signed offer letter, W2, prior year income tax, 6 consecutive bank statements)
8. Misrepresent facts on the application, or fail to complete the application.

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If the results of any application return with a fraud warning for identity, address or social security number, additional documentation will be requested with explanation of circumstances.



APPLICATION CONSENT

The undersigned applicant(s) and any co-signer(s) hereby consent to allow the Association, through its designated agents or associates, to obtain a consumer report and/or criminal record information on each of the signers, below, and to obtain and verify each of our background information, credit and employment information for the purport of determining whether to allow a lease of a unit to the applicant(s). We also agree and understand that the Association and its agents and associates may obtain additional consumer reports on each of us in the future to update or review our histories. Upon my/our request, Association will tell me/us whether the consumer reports were requested and the names and addresses of any consumer-reporting agency that provided such reports.

The undersigned applicant(s) and any co-signer(s) hereby confirm that they have reviewed and have accepted the By-laws of 1800 Biscayne Plaza Condominium Association, Inc.

Applicant

Date

Applicant

Date

All leases shall provide, and if they do not so provide then the leases shall be deemed to provide, that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles, the Bylaws, applicable rules and regulations, or of any other Agreement, document or instrument governing the Lots or Homes.

The Owner of a leased Unit shall be jointly and severally liable with such Owner's tenant for compliance with the 1800 Biscayne Plaza Documents and to the Association to pay any claim for injury or damage to property caused by the negligence of the tenant. Every lease shall be subordinate to any lien filed by the Association whether before or after such lease was entered into.

Within five (5) days following execution of a lease for a Unit, but in no event later than occupancy of the Home by a tenant, Owner shall: (a) notify the Association in writing with the name of the tenant and all of tenant's family members or others that will be occupying the Unit, and (b) provide the association with a true, correct and complete copy of the lease agreement. In the event Owner fails to timely comply with the foregoing, such lease shall be null and void and of no further force or effect, and Owner shall be in violation of this Declaration.

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