

Kings Creek South Condominium, Inc.

7735 S.W 86 Street Miami, Florida 33143

Office: 305.271.5454 Fax: 305.595.5144

Lease Application

When a unit is owned by more than one entity, all owners must sign or provide proper Power of Attorney documentation. Please complete all required forms and affidavits. Upon receipt of all completed paperwork, your application will be processed. The Association cannot accept non-original documents or documents altered with "White-Out" or "Highlighter marker".

Please allow at least 14 business days for complete processing and approval. There will be an additional fee to RUSH your application. Please refer to the following checklist before submitting the application for processing.

KCS Application Fees

- MONEY ORDERS OR CASHIERS CHECKS ARE THE ONLY FORM OF PAYMENT ACCEPTED
 - **Individual single applicant or Married couples with the same last name - \$100.00**
 - **Married couples with different last names - \$150.00**
 - **Additional applicants (2 or more) - \$100.00 for each additional person.**
 - **Rush Fee – Extra \$50.00 (7 days processing)**
- Page 1 - Complete Application *(All applicants over the age of 18 must initial and sign)*
- Page 2 & 3 - Complete Application for Occupancy
(Single applicant or married couple with same last name must sign page 3)
- Page 4 & 5 - Complete Application for Occupancy *(Applicants 2 & 3 if applicable)*
- Page 6 - Complete Authorization Form *(All applicants over the age of 18 must sign)*
- Page 7 - Complete Unit Owner Contact and Vehicle Information
- Page 8 - Complete Resident Access Control & Vehicle Information
- Page 9 - Complete Access Device Price List *(All applicants over the age of 18 must sign)*
- Page 10 & 11 - Reviewed, completed and notarized Addendum to Lease *(ALL owners and lessees must sign and notarize Pg.11 - only original copies will be accepted)*
- Signed copy of the Lease Agreement for no less than a **1 year term** containing all of the pertinent terms and conditions of such lease. *(The copy must be completely legible and all individuals on the lease agreement must sign.)*
- Copy of current Driver License or other US Government issued ID for each applicant over the age of 18.
- Provide a copy of vehicle registrations for ALL vehicles that will be parked in the community.

I have read, received and acknowledged the Rules & Regulations for Kings Creek South Condominium, Inc. updated & adopted by the KCS Board of Directors on September 26, 2006 and further acknowledge that **NO PETS** are allowed.

Initial (App 1)

Initial (App 2)

Initial (App 3)

Print Name (Applicant 1)

Signature (Applicant 1)

Date

Print Name (Applicant 2)

Signature (Applicant 2)

Date

Print Name (Applicant 3)

Signature (Applicant 3)

Date

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APPLICATION FOR OCCUPANCY

FOR A SINGLE APPLICANT OR A MARRIED COUPLE WITH SAME LAST NAMES ONLY

D-TECH and CRIMINAL SEARCH

NOTE:

Complete all questions and fill in all blanks. Print legibly or type all information. Missing information will cause delays or may cause this application to be returned, not processed, and/or not approved. All information on this application will be verified. PLEASE USE BLUE OR BLACK INK ONLY.

All telephone numbers must be able to be reached between the hours of 9- 5:00 P.M.

Unit Number: _____ Property Address: _____

No. of occupants in unit _____ Number of Adults (over age 18): _____ Number of Children: _____

Have any of the occupants ever been arrested or convicted of a crime? YES NO

If YES, provide brief explanation: _____

PART 1 - FIRST SINGLE APPLICANT OR MARRIED COUPLE – APPLICANT INFORMATION

Name: _____ Date of Birth: _____ Social Security #: _____

() Single () Married () Separated () Divorced: Maiden Name _____

Driver's License Number: _____ State: _____

Have you ever been arrested or convicted of a crime? YES NO Date(s): _____

County/State Convicted in: _____ Charge(s): _____

Spouse Name: _____ Date of Birth: _____ Social Security #: _____

() Single () Married () Separated () Divorced: Maiden Name _____

Driver's License Number: _____ State: _____

Have you ever been arrested or convicted of a crime? YES NO Date(s): _____

County/State Convicted in: _____ Charge(s): _____

PART 2 - FIRST SINGLE APPLICANT OR MARRIED COUPLE - RESIDENCE HISTORY

A. Present Address _____ Phone _____

Apt. or Condo Name _____ Phone _____

Dates of Residency: From ___ To ___ Name of Landlord/Mortgage _____

Rent/Mtg. Amount _____

B. Previous Address _____ Phone _____

Apt. or Condo Name _____ Phone _____

Dates of Residency: From ___ To ___ Name of Landlord/Mortgage _____

Rent/Mtg. Amount _____

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APPLICATION FOR OCCUPANCY

FOR A SINGLE APPLICANT OR A MARRIED COUPLE WITH THE SAME LAST NAME ONLY

D-TECH and CRIMINAL SEARCH

PART 3 – FIRST SINGLE APPLICANT OR MARRIED COUPLE - AUTHORIZATION

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.

Print Name (Applicant 1)

Signature (Applicant 1)

Date

Print Name (Spouse)

Signature (Spouse)

Date

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APPLICATION FOR OCCUPANCY

APPLICANT 2

D-TECH and CRIMINAL SEARCH

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All telephone numbers must be able to be reached between the hours of 9- 5:00 P.M.

Unit Number: _____ Property Address: _____

PART 1 – APPLICANT 2 – APPLICANT INFORMATION

Name: _____ Date of Birth: _____ Social Security #: _____

() Single () Married () Separated () Divorced: Maiden Name _____

Driver's License Number: _____ State: _____

Have you ever been arrested or convicted of a crime? YES NO Date(s): _____

County/State Convicted in: _____ Charge(s): _____

PART 2 – APPLICANT 2 - RESIDENCE HISTORY

A. Present Address _____ Phone _____

Apt. or Condo Name _____ Phone _____

Dates of Residency: From ___ To ___ Name of Landlord/Mortgage _____

Rent/Mtg. Amount _____

B. Previous Address _____ Phone _____

Apt. or Condo Name _____ Phone _____

Dates of Residency: From ___ To ___ Name of Landlord/Mortgage _____

Rent/Mtg. Amount _____

PART 3 –APPLICANT 2 - AUTHORIZATION

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.

Print Name (Applicant 2)

Signature (Applicant 2)

Date

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APPLICATION FOR OCCUPANCY

APPLICANT 3

D-TECH and CRIMINAL SEARCH

NOTE:

Complete all questions and fill in all blanks. Print legibly or type all information. Missing information will cause delays or may cause this application to be returned, not processed, and/or not approved. All information on this application will be verified. PLEASE USE BLUE OR BLACK INK ONLY.

All telephone numbers must be able to be reached between the hours of 9- 5:00 P.M.

Unit Number: _____ Property Address: _____

PART 1 – APPLICANT 3 – APPLICANT INFORMATION

Name: _____ Date of Birth: _____ Social Security #: _____

() Single () Married () Separated () Divorced: Maiden Name _____

Driver's License Number: _____ State: _____

Have you ever been arrested or convicted of a crime? YES NO Date(s): _____

County/State Convicted in: _____ Charge(s): _____

PART 2 – APPLICANT 3 - RESIDENCE HISTORY

A. Present Address _____ Phone _____

Apt. or Condo Name _____ Phone _____

Dates of Residency: From ___ To ___ Name of Landlord/Mortgage _____

Rent/Mtg. Amount _____

B. Previous Address _____ Phone _____

Apt. or Condo Name _____ Phone _____

Dates of Residency: From ___ To ___ Name of Landlord/Mortgage _____

Rent/Mtg. Amount _____

PART 3 –APPLICANT 3 - AUTHORIZATION

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.

Print Name (Applicant 3)

Signature (Applicant 3)

Date

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APPLICANTS: Most banks, financial institutions, mortgage companies and some employers require your signature and name be printed to verify information. Please complete the form below:

AUTHORIZATION FORM

You are hereby authorized to release to Association Credit Reporting, Inc. any and all information they request with regards to verification of my bank account(s), credit history, residential history, criminal record history, employment verification and character references. This information is to be used for my/our credit report and/or criminal background check for my/our Application for Occupancy to Kings Creek South Condominium, Inc.

I/We hereby waive any privileges I/we may have with respect to the said information in reference to its release to the aforesaid party. Information obtained for this report is to be released to Kings Creek South Condominium, Inc. for their exclusive use only. PLEASE INCLUDE A COPY OF DRIVER'S LICENSE and/or SOCIAL SECURITY CARD TO CONFIRM IDENTITY. If you do not have a Social Security Card, please include a copy of your Passport or current identification card.

I/We further state that the Application for Occupancy and Authorization Form were signed by me/us and was not originated with fraudulent intent by me/us or any other person and that the signature(s) below are my/own proper signature.

I/We certify under penalty of perjury that the foregoing is true and correct.

Print Name (Applicant 1)

Signature (Applicant 1)

Date

Print Name (Applicant 2)

Signature (Applicant 2)

Date

Print Name (Applicant 3)

Signature (Applicant 3)

Date

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UNIT OWNER INFORMATION

Note: The following information is to be filled out by the unit owner(s). Please provide us with the information of where we can reach you in case tenant is unavailable and cannot be reached, as well as your current off-site mailing address.

Unit Number _____

Owner 1 First Name _____ Last Name _____

Owner 2 First Name _____ Last Name _____

E-mail _____

Mailing Address _____

City _____ State _____ Zip _____

Home No. _____ Work No. _____ Cell No. _____

Emergency Contact _____ Phone: _____

Vehicle(s) Information for Owner:

Make _____ Model _____ Year _____ Color _____ License Plate # _____

Make _____ Model _____ Year _____ Color _____ License Plate # _____

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RESIDENT ACCESS CONTROL INFORMATION

NOTE: The following information will be entered into the access control system. All phone numbers must be local. No long distance numbers will be entered.

First Name _____ Last Name _____

Email _____

Home: _____ Work : _____ Cell: _____

Emergency Contact Name _____ Phone No. _____

Other Residents

RESIDENT VEHICLE INFORMATION

Please provide copies of vehicle registrations for all the vehicles that will be parked in the community.

Vehicle(s) Information for Lessee:

Make _____ Model _____ Year _____ Color _____ License Plate # _____

Make _____ Model _____ Year _____ Color _____ License Plate # _____

Print Name (Applicant 1) _____ Signature (Applicant 1) _____ Date _____

Print Name (Applicant 2) _____ Signature (Applicant 2) _____ Date _____

Print Name (Applicant 3) _____ Signature (Applicant 3) _____ Date _____

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ACCESS DEVICE PRICE LIST

RESIDENT TAGS	\$ 15.00 each (Non-Refundable)
FITNESS ROOM & WEIGHT ROOM	\$ 100.00 each (Non-Refundable)
PEDESTRIAN GATE CARDS	\$ 35.00 each (Non-Refundable)
REMOTE CONTROL DEVICE	\$ 50.00 each (Non-Refundable)
REPLACEMENT DECAL (UNLESS BRING OLD DECAL)	\$ 35.00
REPLACEMENT ACCESS CARD (LOST)	\$ 100.00
(IF BROKEN PLEASE BRING TO OFFICE AND CAN BE PURCHASED AT REGULAR PRICE)	

MAKE PAYMENTS PAYABLE TO: KINGS CREEK SOUTH CONDOMINIUM, INC.

MONEY ORDER OR CASHIERS CHECK ONLY.

No Credit Cards or Cash Accepted.

Print Name (Applicant 1) Signature (Applicant 1) Date _____

Print Name (Applicant 2) Signature (Applicant 2) Date _____

Print Name (Applicant 3) Signature (Applicant 3) Date _____

UNIT OWNER AUTHORIZATION TO SELL ACCESS DEVICES

All registered owners must sign the authorization.

I hereby authorize the sale of the gate cards, remote control devices, keys, and ID tags to the new tenant/s of unit number _____ for the use of the facilities at Kings Creek South Condominium, Inc.

Print Name (Owner 1) Signature (Owner 1) Date _____

Print Name (Owner 2) Signature (Owner 2) Date _____

Print Name (Owner 3) Signature (Owner 3) Date _____

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ADDENDUM TO LEASE

This Addendum shall serve to modify and/or supplement that certain Lease Agreement dated ___/___/___, by and between _____ (hereinafter "Owner"/Lessor") being of the owner(s) of the following unit: _____ and _____, _____ (hereinafter "Lessee"/"Tenant"). Notwithstanding anything to the contrary in the aforementioned Lease Agreement, the parties hereto agree as follows:

- 1) Kings Creek South Condominium, Inc. (hereinafter "Association") and/or its authorized agents shall have the irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for inspection, maintenance, repair or replacement of any Common Element therein or accessible there from, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another unit or units.
- 2) The Lessee shall not assign, mortgage or encumber this Lease, nor subject or permit the leased property or any part thereof to be used by others without the prior written approval of the Condominium Association.
- 3) The Lessee agrees not to use the demised premises, or keep anything in the unit which will increase the insurance rates of the unit or interfere with the rights of other residents of the Condominium Association by unreasonable noises or otherwise; nor shall Lessee commit or permit any nuisance, immoral or illegal act in his unit, or on the Common Elements, or the Limited Common Elements.
- 4) The Lessee covenants to abide by the Rules and Regulations of the Condominium, and the terms and provisions of the Declaration of Condominium, Articles of Incorporation and By-Laws of the Association and any other rules or guidelines of the association and any other rules or guidelines which may become operative from time to time during said leasehold.
- 5) The parties hereto specifically acknowledge and agree that the Association is hereby empowered to act as agent of Owner/Lessor with or lessee's family or guests, with the provisions of the Declaration of Condominium, its supportive Exhibits the Florida Condominium Act and the Rules and Regulations of the Association, and this Lease, including the power to take legal action to evict the tenant.
- 6) The approval of the proposed Lease Agreement issued by the Association is to be expressly conditioned upon the Lessee's observance of the provision contained in this Addendum. Any breach of the terms hereof shall give the Association the authority to take immediate steps to prevent further breaches and/or terminate the Lease Agreement. The Owner/Lessor acknowledges that he remains ultimately responsible for the acts of Lessee and Lessee's family and guests. Owner/Lessor agrees that he remains responsible for any costs incurred by the Association, including attorneys' fees in remedying violations of this Addendum and/or violations of the condominium documents.
- 7) **No pets of any kind** shall be brought upon the condominium property or maintained in a unit by Lessee, or Lessee's family or guests.
- 8) **No more than two (2) persons per bedrooms shall be allowed to occupy any unit**
- 9) There shall be no changes to the Lease Agreement, or extensions or renewals thereof without the prior written approval of the Association.
- 10) The unit shall not be sublet.
- 11)
 - a. All regular assessments shall be due and payable by the unit owner on the first day of each month and shall be considered in arrears after the 10th day of each month. Pursuant to its governing documents, the Association will begin charging interest on monthly assessments received after the 15th of the month.
 - b. In the events a unit owner fails to timely pay assessments within 10 days of the due date as noted in the due date as noted in the preceding paragraph, whether regular assessments or special assessments, the Association shall notify, in writing by regular mail, the unit owner of such delinquency at his most recent address known to the Association; the Association shall likewise notify by regular mail the tenant, lessee or lessees, or other authorized resident in unit.
 - c. Upon receipt of such notices by tenant, lessee or lessees, or other authorized resident, said tenant, etc., shall immediately pay to the Kings Creek South Condominium, Inc. the entire amount of such delinquent assessment whether regular or special, including late fees, interest, collection cost and attorneys fees incurred, if any, at such time as the tenant's next monthly rental payment is due from the time the tenant receives such notice.
 - d. The tenant, lessee or lessees are authorized to deduct such sums actually paid to the Association from the next rental payment, regardless of whether payable directly to the unit owner or to his agent.
 - e. In the event the tenant, lessee or lessees fail to pay delinquent assessment and costs incidental thereto as previously described, including attorneys' fees, the tenant shall be deemed in default of this Lease and subject to summary eviction proceedings and such other and further relief as the Landlord is entitled to in the event of non-payment of rent as the amounts owed pursuant hereto shall be deemed to be additional rent owed.

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- f. Kings Creek South Condominium, Inc. shall have the irrevocable right to act on behalf of the Landlord (unit owner) in the event such eviction proceedings are necessary, and this power shall be deemed an irrevocable agency coupled with interest.
- g. In the event such eviction proceedings or other actions are necessary, the prevailing party shall be entitled to attorney's fees and costs.
- h. UNIT OWNER expressly absolves TENANT from any liability to UNIT OWNER for unpaid rent under the Lease Agreement if such payment is made directly to the Association upon demand from the Association.

Owner:

Print Name (Owner 1)

Signature (Owner 1)

Print Name (Owner 2)

Signature (Owner 2)

Lessee:

Print Name (Applicant 1)

Signature (Applicant 1)

CERTIFICATE OF NOTARY PUBLIC

BEFORE ME, the authorities mentioned above personally appeared. Who being first duly sworn under oath, deposes that they have read the above affidavit and the facts contained and says therein are true and correct.

The authorities are ____ personally known to me, or ____ produced the following Identification:

Notary Seal:

Signature of Notary

Notary Public for the State of _____,

County of _____

BEFORE ME, the authorities mentioned above personally appeared. Who being first duly sworn under oath, deposes that they have read the above affidavit and the facts contained and says therein are true and correct.

The authorities are ____ personally known to me, or ____ produced the following Identification:

Notary Seal:

Signature of Notary

Notary Public for the State of _____,

County of _____

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Lessee:

Print Name (Applicant 2)

Signature (Applicant 2)

Print Name (Applicant 3)

Signature (Applicant 3)

CERTIFICATE OF NOTARY PUBLIC

BEFORE ME, the authorities mentioned above personally appeared. Who being first duly sworn under oath, deposes that they have read the above affidavit and the facts contained and says therein are true and correct.

The authorities are ____ personally known to me, or ____ produced the following Identification:

Notary Seal:

Signature of Notary

Notary Public for the State of _____,

County of _____

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The authorities are ____ personally known to me, or ____ produced the following Identification:

Notary Seal:

Signature of Notary

Notary Public for the State of _____,

County of _____