

Application for Rental or Purchase

Regency Surf and Racquet Club Condominium Association, Inc.

This Application Must be filled out completely along with the lease addendum, see attached. Accompany a copy of your drivers license or other photo ID along with the lease or purchase contract. A separate application must be filled out for each unrelated applicant. A check or money order will be needed payable to Regency Condo in the amount of \$100 per applicant or married couple or immediate family unit. Also, a money order of \$100 made payable to Banyan Property Management.

Unit Address _____ email address _____

Applicant: Name _____ Contact # _____ DOB ____/____/____

Drivers License Number _____ State _____ SS# ____-____-____

Employer name and address _____

Spouses Name _____ DOB ____/____/____

Drivers License Number _____ State _____ SS# ____-____-____

Employer name and address _____

Apartment Occupied by: (List all occupants including children) _____

Move in Date _____ Lease Term if Rental ____/____/____ Through ____/____/____

Current Residence History: last 2 addresses you resided regardless of time.

Address # 1 _____ City, State _____ Zip _____

Address # 2 _____ City, State _____ Zip _____

Automobiles: Recreational Vehicles such as Boats, RV's, trailers and Commercial Vehicles are not allowed.

Auto # 1 Make/ Year _____ Model /Color _____ Tag Number _____ State _____

Auto # 2 Make/ Year _____ Model/ Color _____ Tag Number _____ State _____

PETS: Up to (2) pets, 20 LBS. single or combined weight allowed and no aggressive breeds. (i.e. pit bulls, Dobermans, Rottweiler etc. Please ask.) Provide a current photo and copies of current shots and registration of pet.

Type _____ Breed _____ Color _____ Weight _____

Type _____ Breed _____ Color _____ Weight _____

In case of an Emergency Call:

Name: _____ Phone _____ Relationship _____

Background : Have you ever been convicted of or plead guilty to (whether or not convicted) a felony or misdemeanor other than a traffic violation? _____ Yes _____ No

If Yes, Please Explain: _____

Has any other proposed Occupant of the unit (including minors) ever been convicted of or plead guilty to (whether or not convicted) a felony or misdemeanor other than a traffic violation? _____ Yes _____ No

If Yes, Please Explain _____

Applicant(s) hereby authorize Regency Surf and Racquet Club Condo Assoc. Inc to verify any and all information set forth in this application, including releases of information by any bank or savings and loan, employer (present and former), credit and background reporting agency and any landlord for the purpose of evaluation this application. APPLICANT REPRESENTS THAT ALL INFORMATION ON THIS APPLICATION IS TRUE AND CORRECT> I/WE have received and agree to abide by all rules and regulations and administration as set forth by the above names condominium association.

Signature Applicant _____ Date _____

Signature Spouse _____ Date _____

APPLICANT AUTHORIZATION

I hereby authorize and request any present or former landlord, employer, school, police department, financial institution, agency or other persons having Personal knowledge about me, to furnish bearer with any and all information in their possession regarding me in connection with an application for residence.

I hereby authorize LexisNexis, a service of LexisNexis to obtain and verify such information including accessing consumer reporting agencies as well as performing a criminal and eviction record search.

I have been notified that a consumer report will be requested and understand that the information that LexisNexis obtains is to be used in the processing of my rental application.

I hereby release and hold harmless LexisNexis, a service of LexiNexis its affiliates, employees and agents and any other organization that provides information from any and all liabilities arising out of the use of such information in connection with LexisNexis.

Print Name

Print Name

Applicant's Signature

Date

Co-Applicant's Signature

Date

LEASE ADDENDUM

THIS LEASE ADDENDUM is entered into this _____ day of _____, 20____, by and between _____, as Owner, (hereinafter referred to as "Lessor") of the real property described as: Unit No. _____ of Regency Surf and Racquet Club Condo Assoc. Inc (hereinafter referred to as the "Unit") located within, and subject to the jurisdiction of Regency Surf and Racquet Club Condo Assoc. Inc (hereinafter referred to as the "Association", and _____ (hereinafter referred to as "Lessee"), which supplements and modifies that certain Lease Agreement dated _____ by and between Lessor and Lessee for the leasing of said Unit. The parties hereby agree as follows:

1. RULES AND REGULATIONS. Lessee, and his/her guests, invitees, licensees and servants, agree to take subject to, assume and abide by the Declaration of Condominium of Regency Surf and Racquet Club Condo Assoc. Inc, a Condominium, and the Association's Articles of Incorporation, By-Laws, Rules and Regulations, and all exhibits and amendments thereto of the Regency Surf and Racquet Club Condo Assoc. Inc. (hereinafter collectively referred to as the "Association Documents"), and by execution of this Lease Addendum, Lessee acknowledges that Lessee has received copies of the foregoing Association Documents. Lessee understands that Lessee takes subject to same and agrees to abide by all provisions of the Association Documents, as same may be amended from time to time, and that the breach by Lessee (or Lessee's guests, invitees, licensees and servants) of any such rule or regulation, or of any of the terms, conditions and covenants of the Declaration of Condominium, or the exhibits thereto, shall constitute a breach of a substantial obligation under the Lease. Failure of Lessee to abide by said Association Documents shall entitle the Association to all the rights of Lessor to terminate the Lease and evict Lessee. The Board of Directors of the Association shall have the power, but shall not in any manner be obligated, to terminate the Lease and/or to bring summary proceedings to evict Lessee, in the name of Lessor and/or itself, in the event of (i) a default by Lessee in the performance of Lessee's obligations under the Lease, or (ii) a foreclosure of a lien placed on the Unit by the Association in accordance with the Declaration of Condominium. In the event the Association brings any action, proceeding or litigation to terminate the Lease and/or to evict Lessee, the Association shall recover from Lessor and/or Lessee all costs and reasonable attorney's fees incurred therefor.

2. USE AND OCCUPANCY. The Unit shall be used solely as a private residence for Lessee, and the following individuals, as listed below:

(List each occupant stating name, age and relationship to Lessee)

The Unit shall not be occupied by more than _____ persons. In addition, Lessee hereby specifically agrees to abide by any and all rules, regulations, covenants and restrictions contained in the Association Documents pertaining to guests within the Unit and/or upon Association property, as same may be amended from time to time. Lessee agrees not to use the Unit, or permit the Unit or any portion of the Association Property to be used, for any illegal, immoral, improper, offensive, hazardous or unlawful purpose. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed by Lessee. Lessee further agrees not to make, nor permit to be made, any disturbance, noise or annoyance of any kind which is detrimental to the Unit or any portion of the Association Property, or to the comfort of any of the other inhabitants of the Association.

3. ASSIGNMENT AND SUBLETTING. Lessee shall not assign nor sublet the Unit or any part thereof, nor shall the Lease Agreement be assigned by Lessee, without the prior written approval of the Lessor and the Association.

4. RIGHT TO RENT. In the event Lessor is delinquent in Lessor's obligation to pay to the Association any "common expenses" as defined in the Association Documents, the Association shall have the right, but not the obligation, to require Lessee to pay said rental installments, or the portion thereof, sufficient to pay said delinquent common expenses, directly to the Association, upon the Association giving written notice of the exercise of such right to Lessee and Lessor. This right of the Association is cumulative and in addition to any and all other rights or remedies the Association may have against Lessee or Lessor.

5. COMMON AREA SECURITY DEPOSIT. The parties acknowledge that the Association may impose, as to the lease of any unit in the Association, and specifically, as to the Lease of the subject Unit, a security deposit in the amount of \$ _____, which shall be collected at the time of execution of the Lease. Said security deposit will be held by the Association in an account bearing no interest to the Lessor

or Lessee, and will be used to offset the cost of any damage to Association property caused by Lessee, his/her family, licensees, invitees and guests.

6. RIGHT OF ENTRY. The Association, its employees or their agents shall have the right to enter the Unit at all reasonable hours to examine the Unit, to make all repairs deemed necessary for the safety of the other residents of the Association or the preservation of the Association property (or any portion thereof), or to do whatever is deemed necessary to assure orderly use and proper maintenance of the Unit or any portion of the Association property.

7. SUBORDINATION. The Lease is hereby expressly made subject and subordinate to all Association assessments, ground or underlying leases, mortgages, building loan agreements and all advances which may now or hereafter affect or become a lien upon the Association real property, and to any renewals, modifications, consolidations, replacements or extensions thereof.

8. INDEMNIFICATION. Lessee agrees to indemnify and hold harmless the Association from and against any claims for damages to person or property arising from Lessee's use of the Unit, or from any activity or work permitted or suffered by Lessee in or about the Unit. The Association shall not be liable for personal injury, or damages to Lessee's personal property from theft, vandalism, fire, water, rain storms, smoke, explosions, riots or other causes whatsoever. The provisions of this paragraph shall survive the termination of the Lease.

9. MODIFICATION OF LEASE. The Lease may not be modified, amended, extended, or assigned without the prior written consent of the Board of Directors of the Association.

10. Nothing contained in the Lease, this Lease Addendum, or the Association Documents, shall in any manner (i) be deemed to make the Association a party to the Lease or this Lease Addendum (except to the extent, if any, necessary to enable the Association to enforce its rights hereunder or under the Association Documents, or (ii) create any rights or privileges of Lessee under the Association Documents or in or as to the Association.

11. All other terms, conditions and provisions of the Lease Agreement shall remain in full force and effect, except as modified herein.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this _____ day of _____, 20____.

Signed, sealed and delivered in the presence of:

1st Witness signature

please print

Landlord's signature, Lessor

2nd Witness signature

please print

Landlord's signature, Lessor

1st Witness signature

please print

Renter's signature, Lessee

2nd Witness signature

please print

Renter's signature, Lessee

(110)

EXHIBIT F
TO
DECLARATION OF CONDOMINIUM

RULES AND REGULATIONS:

Rules and regulations of:

REGENCY SURF & RACQUET CLUB CONDOMINIUM

13286 P0101

RULES AND REGULATIONS

OF

REGENCY SURF & RACQUET CLUB CONDOMINIUM

The Rules and Regulations hereinafter enumerated as to the condominium property, the common elements, the limited common elements and the condominium units shall be deemed in effect until amended by the Board of Directors of the association and shall apply to and be binding upon all unit owners. The unit owners shall, at all times, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. Said Rules and Regulations are as follows:

1. The sidewalks, entrances, passages, vestibules, stairways, corridors, halls and all of the common elements must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises; nor shall any carriages, velocipedes, bicycles, wagons, shopping carts, chairs, benches, tables, or any other object of a similar nature be stored therein. Children shall not play or loiter in halls, stairways, elevators, or other public areas.

2. The personal property of all unit owners shall be stored within their condominium units.

3. No garbage cans, supplies, milk bottles, or other articles shall be placed in the halls, on the balconies, terraces or patios, in the staircase landings, nor shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles, be shaken or hung from any of the windows, doors, terraces, balconies or patios, or exposed on any part of the limited common elements or common elements. Fire exits shall not be obstructed in any manner and the common elements shall be kept free and clear of rubbish, debris, and other unsightly material.

4. No unit owner shall allow anything whatsoever to fall from the windows, terraces, balconies or patios of the premises, nor shall he sweep or throw from his unit any dirt or other substances outside of his unit.

5. Refuse and bagged garbage shall be deposited only in the area provided therefor.

6. No unit owner shall store or leave boats or trailers on the condominium property.

7. Employees of the association shall not be sent off the condominium premises by any unit owner at any time for any purpose. No unit owner or resident shall direct, supervise, or in any manner attempt to assert any control over the employees of the association.

8. Servants and domestic help of the unit owners may not gather or lounge on the grounds or recreational facilities.

9. The parking facilities shall be used in accordance with the regulations adopted by the association, as previously provided and thereafter, by the Board of Directors. No vehicle which cannot operate on its own power shall remain on the condominium premises for more than twenty-four (24) hours, and no repair of vehicles shall be made on the condominium premises.

3286 P0102

10. The type, color and design of chairs and other items of furniture and furnishings that may be placed and used, where applicable, on any terrace, balcony or patio may be determined by the Board of Directors of the association, and a unit owner shall not place or use any item, where applicable, upon any terrace, balcony or patio without the approval of the Board of Directors of the association.

11. No unit owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of the unit owners. No unit owner shall play upon or suffer to be played upon any musical instrument, or operate or suffer to be operated, a phonograph, televisions, radio or sound amplifier in his unit, in such manner as to disturb or annoy other occupants of the condominium. All party(s) shall lower the volume as to the foregoing as to 11:00 P.M. of each day. No unit owner shall conduct or permit to be conducted, vocal or instrumental instruction at any time.

12. No radio or television installation, or other wiring, shall be made without the written consent of the Board of Directors. Any antenna or aerial erected or installed on the exterior walls of a unit or on the limited common elements or common elements of the condominium, which includes the roof, without the consent of the Board of Directors, in writing, is liable to removal without notice and at the cost of the unit owner for whose benefit the installation was made.

13. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed, in, on or upon any part of the condominium unit, limited common elements or condominium property by any unit owner or occupant without written permission of the association. The foregoing includes signs within a unit which are visible from outside the unit and the foregoing includes posters, advertisements or circulars upon the condominium property, including common elements, limited-common elements, units or vehicles parked upon the condominium property, and distributing advertisements or circulars to units within the condominium.

14. No awning, canopy, shutter or other projection, shall be attached to or placed upon the outside walls or doors or roofs of the building without the written consent of the Board of Directors of the association. All window coverings must be such color as the association determines in its sole discretion. Terraces, balconies or patios may not be enclosed nor anything affixed to the walls within such terraces, balconies or patios except with the prior written consent of the association, and said consent may be given as to certain units and not given as to others. The type of screening or enclosure and the manner of installation as to balconies, terraces and patios is subject to the written consent of the Board of Directors of the association. Notwithstanding the foregoing, the developer has the paramount right to determine the type of screening or enclosure to be used and the manner of installation as to said balconies, terraces or patios.

15. The association may retain a pass-key to all units. No unit owner or occupant shall alter any lock or install a new lock without the written consent of the Board of Directors of the association. Where such consent is given, the unit owner shall provide the association with an additional key for the use of the association, pursuant to its right of access.

16. No cooking shall be permitted on any terrace, balcony or patio, nor on the limited common elements nor on the condominium property, except in such area, if any, designated by the Board of Directors of the association. Where such cooking is permitted, the association shall have the right to promulgate rules and regulations as to the time and the type of cooking that may be permitted, as well as the location, should they determine to authorize same.

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17. Complaints regarding the service of the condominium shall be made in writing to the Board of Directors, of the association;

18. No inflammable, combustible or explosive fluid, chemical or substance shall be kept in any unit or limited common element, except such as are required for normal household use.

19. Payments of monthly assessments shall be made at the office of the association, as designated by the Board of Directors of the association. Payments made in the form of checks shall be made to the order of such party as the association shall designate. Payments of regular assessments are due on the first day of each month, and if payments are ten (10) or more days late, are subject to charges, as provided in the Declaration of Condominium.

20. Each unit owner who plans to be absent from his unit during the hurricane season must prepare his unit prior to his departure by:

A. Removing all furniture and other objects from his terrace, balcony or patio; and

B. Designating a responsible firm or individual to care for his unit should the unit suffer hurricane damage, and furnishing the association with the name of such firm or individual. Such firm or individual shall contact the association for clearance to install or remove hurricane shutters, and such party shall be subject to the approval of the Board of Directors of the association.

21. Food and beverage may not be consumed out of a unit except for such areas as are designated by the Board of Directors of the association.

22. Provisions in the nature of Rules and Regulations are specified in the condominium's Declaration of Condominium.

23. The Board of Directors of the association reserves the right to make additional Rules and Regulations as may be required from time to time without consent of the condominium association and its members. These additional Rules and Regulations shall be as binding as all other Rules and Regulations previously adopted.

24. NO PETS OF ANY KIND SHALL BE PERMITTED IN THE CONDOMINIUM UNITS OR ON OR ABOUT ANY OF THE COMMON ELEMENTS, EXCEPT DOGS AND CATS WEIGHING LESS THAN TEN (10) POUNDS.

25. Rules and Regulations as to the use of the recreational facilities and recreation area within the condominium shall be posted as specified in the By-Laws of the condominium association and each unit owner, etc., shall observe all Rules and Regulations relating thereto.

26. No clothes line or similar device shall be permitted on any portion of the condominium property, including limited common element areas, nor shall clothes be hung anywhere except in such areas as are designated by the Board of Directors of the association.

RECORDED
INDEXED
CLERK, CIRCUIT COURT