

# Westwind Lakes Garden Homes Condominium Association, Inc.

## APPLICATION FOR RENT

Please complete the application in its entirety. There are 5 pages in total. DO NOT leave anything blank. The **APPLICATION FEE: Married Couple \$150. Unmarried Couple \$150 each.** Payments should be made to **Westwind Lakes Garden Homes Condominium Association, Inc** and be included at the same time as the application documents. *Allow 10 business days for this application to be processed.*

### TENANT AND OWNER INFORMATION:

**Property Owner:** \_\_\_\_\_

Property Address: \_\_\_\_\_ Unit#: \_\_\_\_\_

Owner Phone: \_\_\_\_\_ Owner Email: \_\_\_\_\_

**Applicant Name:** \_\_\_\_\_

Applicant Current Address: \_\_\_\_\_

Applicant Phone: \_\_\_\_\_ Applicant Email: \_\_\_\_\_

Employer: \_\_\_\_\_ Employed from: \_\_\_\_\_ to \_\_\_\_\_

Position: \_\_\_\_\_

Person to Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Co-Applicant or Spouse Name:** \_\_\_\_\_

Co-Applicant Current Address: \_\_\_\_\_

Co-Applicant Phone: \_\_\_\_\_ Co-Applicant Email: \_\_\_\_\_

Employer: \_\_\_\_\_ Employed from: \_\_\_\_\_ to \_\_\_\_\_

Position: \_\_\_\_\_

Person to Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**EMERGENCY CONTACT INFORMATION:**

Contact Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address: \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Main Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

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

**REFERENCES FOR RESIDENCE HISTORY:****APPICANT**

Rental Address: \_\_\_\_\_ How long did you rent? \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

**CO-APPLICANT**

Rental Address: \_\_\_\_\_ How long did you rent? \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

I/we authorize Westwind Lakes Garden Homes Association to obtain references from the names provided above as part of my application for the Rental process.

Tenant Name: \_\_\_\_\_

Signature

Today's Date

**ALL rental applicants must provide the following:**

- Copy of the lease agreement
- Copy of the most recent 2 pay stubs
- Copy of credit check
- Copy of valid driver's license(s) for ALL tenants of driving age
- Copy of Vehicle Registration (all units are limited to 2 vehicles)
- Miami-Dade Police Department Background Check for ALL tenants of relevant age

**ALL INTERVIEWS OF NEW TENANTS MUST BE HELD  
IN PERSON AT THE MANAGEMENT OFFICE**

**WESTWIND LAKES GARDEN HOMES ASSOCIATION  
6610 SW 152<sup>ND</sup> PLACE  
MIAMI, FL 33193**

**Tenant and Owner Responsibilities:**

- 1. Maintenance payments are not the responsibility of the tenant unless this has been pre-arranged in writing between the unit owner and the tenant.** If the tenant will be paying the monthly maintenance fee, please include an amendment or signed document to that effect.
- 2. Should the owner be in arrears for the monthly maintenance dues, the association declares the lawful right to use Florida Statute **718.116 Assessments**, which states the association has the right to directly collect their rent as payment for the monthly maintenance dues in arrears.**
- 3. Each unit is provided with 2 parking spaces.** Decals must be displayed in the right rear window of each vehicle. ALL units have access to 2 parking spaces and no more. **GUEST PARKING is NOT an option for residents to use as additional parking.**
- 4. It is the responsibility of the Unit Owner to provide their Tenant(s) with all Westwind Lakes Association Rules & Regulations at the time of lease.**
- 5. It is the responsibility of the owner to let their renters know that the unit may only be used as a single-family residency. **No businesses are allowed on the property.****
- 6. New Tenant(s) must obtain the key to the pool from the Owner. The Owner is responsible for getting the pool key back when the Tenant(s) leaves. **Lost keys are \$50.****
- 7. The New Tenant(s) must obtain the number of the unit's correspondent mailbox and the key.** Neither the management nor the board of directors of the association have access to either the location of the mailbox or spare keys.
- 8. Tenants may not make any exterior of the property.** All changes must be submitted by the owner to the Association Office for proper approval.
- 9. Please note that there are no motorized vehicles of any kind allowed on the lake.** Access to the lake front may not be blocked. It is considered a common space.
- 10. Rental applications must be officially approved before a tenant is given permission to move in, access to the unit's mailbox or access keys to the pool.**

**11. Owners must re-file leases for rental annually.** It may be done as a full lease or an addendum extending the lease, but renters and their cars must be re-registered with the association annually.

**12.** All moving must be done **Monday-Friday, 8am-6pm**. No moving on weekends or Holidays. **NO EXCEPTIONS.** This rule applies to Renters **MOVING OUT** and Renters **MOVING IN**.

**13. Units (or portion of a unit) may not be sublet by either tenant or owner.** All occupancies must be approved through a rental application to the Association.

**14.** Collection of garbage (green bin) is on Tuesdays and Fridays. Recycling is on alternate Fridays. Bins are to be placed before 7am on pick-up days and removed as soon as possible from the curb.

**15.** Bulk Collections can be scheduled by calling the county at 311 or by scheduling through their website. **Please make sure you schedule the pick-up first and then put your bulk trash out.** Be sure to write the number provided by the county on the pile. **Every unit gets 2 bulk pick-ups per calendar year.**

#### **DICLOSURES**

I/We understand that acceptance for rental at the community is conditioned upon the approval of the Board of Directors. Accordingly, I/We hereby agree for myself and on behalf of all persons who may use the unit which I/We seek to rent that I/We will abide by all restrictions contained in the bylaws and Rules & Regulations which may in the future be imposed by the Board of Directors. I have received a copy of all the Association documents: \_\_\_\_\_ Yes \_\_\_\_\_ No

I/We have provided accurate information to the best of my/our knowledge.

I/We absolve Westwind Lakes Garden Homes Condominium Association from doing any wrongdoing and give them full permission to do a background check, reference check and credit check. They may use any means that they see fit to obtain all necessary information.

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Tenant	Print Name	Signature	Today's Date
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Tenant	Print Name	Signature	Today's Date
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Owner	Print Name	Signature	Today's Date
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Owner	Print Name	Signature	Today's Date
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## Florida Law- Florida Statute 718.116

### 718.116 Assessments; liability; lien and priority; interest; collection. --

11) If the unit is occupied by a tenant and the unit owner is delinquent in paying any monetary obligation due to the association, the association may make a written demand that the tenant pay the future monetary obligations related to the condominium unit to the association, and the tenant must make such payment. The demand is continuing in nature and, upon demand, the tenant must pay the monetary obligations to the association until the association releases the tenant or the tenant discontinues tenancy in the unit. The association must mail written notice to the unit owner of the association's demand that the tenant make payments to the association. The association shall, upon request, provide the tenant with written receipts for payments made. A tenant who acts in good faith in response to a written demand from an association is immune from any claim from the unit owner.

(a) If the tenant prepaid rent to the unit owner before receiving the demand from the association and provides written evidence of paying the rent to the association within 14 days after receiving the demand, the tenant shall receive credit for the prepaid rent for the applicable period and must make any subsequent rental payments to the association to be credited against the monetary obligations of the unit owner to the association.

(b) The tenant is not liable for increases in the amount of the monetary obligations due unless the tenant was notified in writing of the increase at least 10 days before the date the rent is due. The liability of the tenant may not exceed the amount due from the tenant to the tenant's landlord. The tenant's landlord shall provide the tenant a credit against rents due to the unit owner in the amount of monies paid to the association under this section.

(c) The association may issue notices under s. 83.56 and may sue for eviction under ss. 83.59-83.625 as if the association were a landlord under part II of chapter 83 if the tenant fails to pay a required payment to the association. However, the association is not otherwise considered a landlord under chapter 83 and specifically has no duties under s. 83.51.

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Property Owner

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Tenants

Date: \_\_\_\_\_