



2654 Cypress Ridge Blvd. #101  
Wesley Chapel, FL 33544  
Office: 813.991.1116 Ext. 1007

## BRIGHTON LAKES

### Requirements for Submitting Applications

- **Non-refundable application fee** of \$100.00 per adult [*18 years and older*]. Payment must be in the form of check, money order, or cashier check. Payable to Brighton Lakes.
- **Security Deposit** Security Deposit \$500.00 must be made payable to Brighton Lakes
- **Applications** must be fully completed. If it does not apply, then put a dash or N/A in that area.
- **Lease Agreement** must be executed by all parties involved. Owner, or Owner Agent, and Lessees. All background checks and credit checks must be submitted with the application.
- **Submit** all documents to Inframark, IMS at the above listed address; attention Colette Fuller

**NOTE:** Please keep in mind that Brighton Lakes must include background checks; i.e. Credit History, Criminal, and Eviction status. Approval process may take up to 15 days for Association Board approval.

#### CHECK LIST

- ✓ Fully completed Brighton Lakes application
- ✓ Security Deposit
- ✓ Application fee(s)
- ✓ Executed lease agreement by all parties: Owner, Owner Agent, and Prospective Lessees.

Thank you in advance for your full cooperation when submitting your applications, If you have any questions regarding the above guidelines, please don't hesitate to contact me at [colette.fuller@inframark.com](mailto:colette.fuller@inframark.com) or call 813.991.1116 ext. 1007.

Thank you,

*Colette Fuller*

On Behalf of Brighton Lakes Board of Directors

LL/CF

**BRIGHTON LAKES HOMEOWNERS ASSOCIATION, INC.**  
**Single-Family Home Rental Application**

Date: \_\_\_\_\_ Lease Term: \_\_\_\_\_

Address of rental property \_\_\_\_\_  
Owner Name \_\_\_\_\_  
Owner Mailing Address \_\_\_\_\_  
Owner Home Phone Number \_\_\_\_\_ Owner Business Phone Number \_\_\_\_\_  
Owner Fax Number \_\_\_\_\_ Owner Email Address \_\_\_\_\_  
Length of Rental \_\_\_\_\_ Dates of Rental \_\_\_\_\_

**APPLICANT INFORMATION**

Name \_\_\_\_\_  
Current Address \_\_\_\_\_  
Previous Address \_\_\_\_\_  
Previous Address \_\_\_\_\_  
Previous Address \_\_\_\_\_  
Previous Address \_\_\_\_\_  
Previous Address \_\_\_\_\_  
Previous Address \_\_\_\_\_

Married \_\_\_\_\_ Spouse's Name \_\_\_\_\_  
Children? \_\_\_\_\_ How Many? \_\_\_\_\_ Ages? \_\_\_\_\_  
Pets? \_\_\_\_\_ How Many? \_\_\_\_\_ What Kind? \_\_\_\_\_

**YOUR EMPLOYMENT**

Employer: \_\_\_\_\_  
Employer Address: \_\_\_\_\_  
Supervisor \_\_\_\_\_ Business Phone: \_\_\_\_\_  
How Long on Present Job: \_\_\_\_\_

**SPOUSE'S EMPLOYMENT**

Employer \_\_\_\_\_  
Employer Address: \_\_\_\_\_  
Supervisor \_\_\_\_\_  
How Long on Present Job: \_\_\_\_\_

**REFERENCES** (include name, address and phone numbers)

Brighton Landings Member Reference:

Personal References: \_\_\_\_\_  
Do you intend to operate a business from the home? \_\_\_\_\_ If yes, what kind: \_\_\_\_\_

Do you own a commercial vehicle? \_\_\_\_\_ Describe: \_\_\_\_\_  
Do you own a recreation Vehicle? \_\_\_\_\_ Describe: \_\_\_\_\_

Each home shall be occupied only by an owner or tenant, members of his or her family, overnight guests and professional caregivers as a residence and for no other purpose. The maximum number of occupants in any home, including overnight guests and professional caregivers, shall be as follows:

In the event the home contains two (2) bedrooms, no more than three (3) persons shall be permitted. In the event the home contains three (3) bedrooms, no more than four (4) persons shall be permitted. In the event the home contains four (4) bedrooms, no more than six (6) persons shall be permitted.

I understand that as a Lessee, I have received and read a copy of the Rules and Regulations, Covenants, Condition, and Restriction of The Association and agree to be bound by these Association Documents.

~~Application fee of \$100.00 for each adult are to be made out to Brighton Lakes HOA c/o Inframark 2654 Cypress Ridge Blvd #101 Wesley Chapel FL 33544~~

**10.27.2 Rental Approval and Application Requirement: Association has the absolute right to approve or deny any rental application or prospective tenant. All Owners must obtain written approval from the Board for a tenancy to be valid. The Lot Owner and/or the tenant must deliver to the Association fifteen ( 15) days prior to tenancy. the following: (i) a copy of the rental or lease agreement: (ii) a completed tenant application form provided by the Association, and any other info1mation form(s) as may be required by the Associatioll' (iii) a copy of the national background check(s) referenced in this provision- and a \$100.00 non refundable application fee for every adult prospective occupant. The Lot Owner must complete a national background check (including: criminal credit etc. and other items that the Board shall from time to time require) on all tenant(s) and occupant(s) of the Lot. The Board has the authority to require an interview of all proposed lessees/tenants prior to tenancy. Any attempt to rent or lease said Lot without prior written approval of the Association shall be deemed a breach of this Declaration shall be wholly ull and void- provided however any lease may be validated by subsequent approval of the Association at its discretion**

\_\_\_\_\_

Signature of Authorized Agent Approving Application \_\_\_\_\_

Affidavit of Approval Mailed to Applicant on \_\_\_\_\_

By Management Company \_\_\_\_\_ (initials).

Homeowner's Signature                      Date

Rental Applicant's Signature              Date

Return to:  
RJS LAW GROUP  
Rolando J. Santiago Esq.  
240 Apollo Beach Blvd  
Apollo Beach, FL 33572  
Tel: 813-641-0010  
Fax: 813-641-0022  
[Email: roland@rislawurouo.com](mailto:roland@rislawurouo.com)  
[www.rislaweroup.com](http://www.rislaweroup.com)

RESOLUTION 2011 - \_\_\_\_\_

**RESOLUTION OF THE BRIGHTON LAKES  
COMMUNITY ASSOCIATION INC.**  
(Osceola County, Florida)

THIS RESOLUTION is made this 30<sup>th</sup> day of November 2011 by the Brighton  
Lakes Community Association Inc. Board of Directors (the "Association"), a Florida not-  
for-profit corporation, whose mailing address is c/o Severn Trent Services, 475 W.  
Town Place, #200, Saint Augustine, FL 32092.

WHEREAS, pursuant to Florida Statute Chapter 720 and the By-laws, Articles  
pursuant to the Incorporation and Declaration of Covenants, Conditions and Restrictions (CCR's)  
Declaration recorded at OR BK PG-11 1050508001 ON the Records of Osceola County, the Board  
2260 Directors (Board) for the Association is authorized to adopt and publish rules and  
the Ass'o regulations for the management of the community governing documents,  
enforcement

WHEREAS, upon motion and thereof, and after being brought up for  
discussion, and finally to a vote of the Board at a regularly scheduled meeting where a  
quorum was present, the following Resolution was approved and adopted by a vote of  
the Board in attendance; and

NOW, THEREFORE, BE IT RESOLVED:

1. TENANT AND UNIT RENTAL POLICY; SUSPENSION OF VOTING RIGHTS

No Home, Unit/Lot may be rented or leased within the Brighton Lakes  
Community Association Inc. community until such time as written notice of the  
lease or rental in a form approved by the Association management company has  
been provided to the Association at least thirty (30) days before commencement  
of the lease, including a copy of the lease. No unit may be rented or leased until  
such unit is in good standing. Good standing shall mean that all dues are current  
and there are no pending covenant violations.

- a. There shall be a \$50.00 Notice of Lease/Application fee paid to the  
Association for each time that a home or unit is rented. This fee covers

- administrative costs in maintaining an accurate database of residents.
- b. There shall be a refundable \$200.00 security deposit paid to the Association together with the Notice of Lease/Application fee.
- c. There shall be a \$500.00 fine for each violation of this policy. Said fine may be reduced or waived by the Board upon a showing of good cause.

Landscaping Policy: If a Home or Unit/Lot is not in compliance with landscaping requirements and the current weather conditions do not permit immediate remedy of the deficiency (e.g. drought, watering restrictions etc), the Homeowner may enter into an agreement with the Association promising to bring the property into compliance within ninety (90) days, which agreement shall be evidenced in a form to be adopted by the Association and provided that the Homeowner pays a \$1,000.00 deposit to the Association. The Association reserves the unilateral right to extend the compliance period for good cause. If Homeowner timely complies with the agreement, to the satisfaction of the Association, then said deposit shall be returned to the Homeowner. If Homeowner fails to comply, then the deposit shall be forfeited and the Homeowner shall be deemed in violation of the covenants and shall be subject to further penalties as set forth below and as may be provided by law.

Suspension of Voting Rights: Pursuant to Florida Statute and the governing documents of the Association, it is hereby established by policy of the Association that the voting rights of a member shall be automatically suspended for the failure to pay assessments when such assessment is more than 90 days past due. The suspension shall terminate upon receipt of full payment.

## 2. SCHEDULE OF FEE

The following schedule of fees is adopted and shall be applied on the occurrence of a violation of the deed restrictions and payment of assessments or upon the transfer of title to a lot and shall be payable to the Association. These fees and costs are to defray the costs of the Association and shall be applied in all cases unless waived or reduced by majority vote of the Board upon a showing of good cause:

- a. Title Transfer Fee:** \$125.00  
This fee shall be applied in each instance that title is transferred to a third-party homeowner, excluding transfers between or among spouses or co-owners.
- b. Administrative Fee:** \$100.00  
This fee shall be applied in each instance that an account is turned over to collections or covenants enforcement and shall cover the administrative costs of the Association.
- c. Foreclosure Processing Fee:** \$300.00  
This fee shall be applied in each instance where the Association commences a

foreclosure against a Lot for failure to pay assessments.

- d. Foreclosure Monitoring Fee: \$50.00 per month**  
This fee shall be applied each month, or fraction thereof, that a Lot is in foreclosure status, regardless of whether the action is commenced by the Association, mortgagor or third party.
- e. Covenant Enforcement Fee: \$200.00**  
This fee shall be applied in each instance where the Association commences a lawsuit for violation of the Covenants, Conditions and Restrictions (CCR). This fee also applies for actions to foreclose on a lien filed for violation of the CCR.
- f. Covenant Violation Documenting Fee: \$200.00**  
This fee shall be applied to cover the costs of the Association for inspecting a Lot in violation of the CCR.
- g. Lot Abatement and Maintenance Fee: \$200.00**  
This fee shall be applied in each instance and in addition to any costs incurred by the Association in the maintenance (mowing, trimming, weeding etc) of a Lot.

### 3. COVENANT VIOLATION FINES

These fees may be reduced by majority vote of the Board upon a showing of good cause:

#### 5N.

a. There is adopted a fine of \$100.00 per day for any violation of the governing document. A fine may be levied on the basis of each day of a continuing violation with single notice and opportunity for hearing. Fines in the aggregate shall not exceed any amount. A fine or suspension of privileges may not be imposed without notice to the homeowner of at least fourteen (14) days and an opportunity for a hearing before a committee as set forth in Florida Statute Chapter 720 *et seq.* Fines shall commence to accrue automatically if the violation is not cured within the 14-day notice period and continue to accrue until the violation is cured. Fines shall be immediately due and payable to the Association upon notice to the homeowner.

b. There is adopted a per incident fine of \$300.00 to be imposed against each homeowner when an improvement is constructed without Association approval. This fee shall only apply in the case where the improvement is reviewed and approved ex post facto (after the fact) by the Association. Payment of the fine is a condition of approval and shall be paid immediately to the Association upon notice to the homeowner. The Association may revoke an approval for nonpayment.

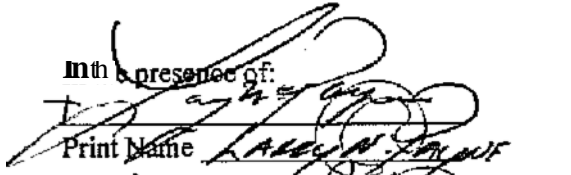
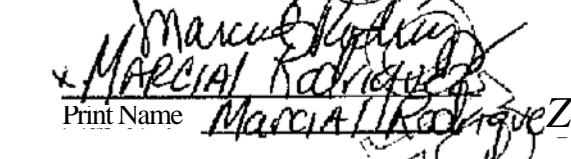
- 4.** That the President of the Association is authorized to execute this Resolution. That the proper officers of the Association are hereby authorized and empowered to make effective and carry out the terms and conditions of this Resolution.

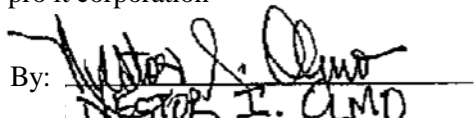
5. This resolution shall be recorded in the public records.
6. Any Resolution in conflict herewith is hereby superseded.
7. This Resolution shall take effect immediately upon adoption.

IN WITNESS WHEREOF, the undersigned, being the President of the Association, has caused this Resolution to be adopted on the day and year first above written.

Signed, sealed and delivered

BRIGHTON LAKES COMMUNITY ASSOCIATION INC., a Florida not-for-profit corporation

In the presence of:  
  
 Print Name Marcia Rodriguez  
  
 Print Name Marcia Rodriguez

By:   
Nestor I. Olmo  
 Its: President

(Corporate Seal)

County of A4M; OSC.ec)F? 's,/

STATE OF FLORIDA

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The foregoing instrument was acknowledged before me this SO day of fAreirleseg- 20 by AV egivr" Chrio, whom is personally known to me; or provided **ID.**

Seal:

190

**4.1.4. ALMS MOM**  
 MY MUM I DD 97#3100  
 EXPIRES: July 19, 2014  
 4k Ft Bard3d/SuButetNalaySekei

Public Signa  
 Print: 'MLA-  
 Commission no. "1/7f/90/ — OD 90-(s/00  
 Expires: \_\_\_\_\_

Return to:  
Mechanik, Nuccio, Hearne & Wester, P.A.  
305 South Boulevard  
Tampa, FL 33606  
(813) 276-1920

**AMENDMENT TO RESOLUTION OF BRIGHTON LAKES  
COMMUNITY ASSOCIATION, INC.**

THIS AMENDMENT is made this 27 day of April, 2016 (the "Effective Date") by Brighton Lakes Community Association, Inc. (the "Association"), a Florida not-for-profit corporation, whose mailing address is P.O. Box 925, Ruskin, FIB, 33575.

WHEREAS, pursuant to Chapter 720, Florida Statutes, the Amended and Restated Declaration for Brighton Lakes (the "Declaration"), Amended and Restated Articles of Incorporation, and Amended and Restated By-laws (the "By-laws"), recorded at Book 2260, Page 1187 *et seq.* in the Official Records of Osceola County, Florida, the Board of Directors ("Board") for the Association is authorized to adopt and publish rules and regulations for the enforcement of the Association's governing documents.

WHEREAS, pursuant to Section 6.1.2 of the Bylaws, the Board of Directors for the Association have authority to adopt, publish, promulgate and enforce rules and regulations governing and enforcing the restrictive covenants of the Association; and

NOW, THEREFORE, by motion duly passed and seconded, it is hereby resolved by the Association to adopt the following amendment to Section 1(b) of Resolution 2011-1, recorded in the Official Records for Osceola County, Book 04208, Page 0582, *et. seq.*, for security deposits for leases:

CODING: Deleted language is marked with a ~~stfiktir-eugh-line~~, and new language is marked with a double-underline.

(b) There shall be a refundable \$200.00 \$500.00 security deposit paid to the Association together with the Notice of Lease/Application fee.

This Resolution is adopted and all proper officers of the Association are hereby empowered to carry out, implement and make effective its terms and conditions. The Secretary or his/her designee shall promptly cause this resolution to be recorded in the public records of Osceola County, Florida and cause a copy hereof to be mailed to each homeowner of record as may be required by law.



IN WITNESS WHEREOF, the undersigned, being the President of the Association, has caused this Resolution to be adopted on the Effective Date.

BRIGHTON LAKES COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation

*Larry N. Payne*

President

Secretary

*N. Payne*


Print Name

Print Name

STATE OF FLORIDA  
COUNTY OF Ocala DIGL-

The foregoing Resolution was acknowledged before me this 16 day of April 2016 by Larry N. Payne, whom is personally known to me; or provided identification (L 41 cell St).

Seal:

  
 Notary Public Signature  
 Print: ROBERT T. ALMEIDA  
 Commission no. FF 182990  
 Notary Public State of Florida Expires: 01/09/2019  
 My comm. expires Jan. 9, 2019