

MiraBay

HOMEOWNER'S ASSOCIATION

Dear Property Owner or Rental Agent,

This packet contains the following information and paperwork required if you desire to lease your home:

- ❖ Section 9.03 Leasing of Residences
- ❖ Application for Approval of Home Lease
- ❖ MiraBay Landlord/ Tenant Agreement
 - This document must be signed by BOTH owner and tenant It must be for a 12-month period; short-term leases of less than this time not acceptable
- ❖ The Leasing & Management Agreement (between Property Owner and Broker/Rental Agent)

Take the original documents with you to the MiraBay Clubhouse to get the access cards for gate and amenities. **Please note:** Access cards and/or Gate codes will be issued by the CDD at the MiraBay Clubhouse (813-649-1500). **Access is removed at the end of the lease period. If renewing the lease, notify the HOA and the CDD, in writing, so that access cards are not deactivated.**

Please submit the leasing packet to management company:

MiraBay Homeowners Association
c/o Rizzetta & Company
3434 Colwell Ave Suite 200
Tampa, FL 33614

Thanks,
Denise Shreaves,
Community Association Manager
Email dshreaves@rizzetta.com
Office 813-533-2950 Ext. 9478
Fax 813-514-0401
HOA Public Website www.mymirabay.net

MIRABAY LEASE INFORMATION

OWNER INFORMATION

Name of Owner: _____
Address of Owner: _____
Telephone Number: _____
Email Address (if available): _____

TENANT INFORMATION

Article IX, Section 9.03 of the MiraBay Declaration requires owners to provide information as the Board may require regarding their tenants within ten (10) days after the execution of the lease. The following information about the tenant is required, and the tenant must place their signature and the date at the end of this form.

PLEASE PRINT

Address of Residence to be Rented: _____

Name(s) of Tenant: First: _____ Middle (full name) _____
 Last: _____
 Suffix: Jr. _____ Sr. _____ Other: _____

 First: _____ Middle (full name) _____
 Last: _____
 Suffix: Jr. _____ Sr. _____ Other: _____

Phone Numbers of Tenant: H (_____) _____
 W (_____) _____
 C (_____) _____

OTHER OCCUPANTS

Occupancy of a residence is limited to a single family, or a maximum of two persons and their respective children. In no event shall occupancy of a residence be greater than two persons per bedroom. See, Article IX, Section 9.02 of the MiraBay Declaration.

Persons who will be occupying the residence with the proposed tenant(s): you must include full first, middle, and last names; no initials.

Name _____ Relation to Tenant _____

Name _____ Relation to Tenant _____

Name _____ Relation to Tenant _____

Name _____ Relation to Tenant _____

MIRABAY LEASE INFORMATION

TERM OF LEASE

From (mo/dy/year) _____ To (mo/dy/year) _____

**Leases MUST be at least twelve (12) months in duration.
Copy of Lease MUST be attached.**

VEHICLES

Refer to Article IX, Sections 9.11, 9.12 and 9.13 of the Declaration regarding the type of vehicles permitted in MiraBay and parking.

List all vehicles owned or operated by the tenant and any other occupant of the residence:

Make and Model	Year	Tag Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

**IMPORTANT
READ CAREFULLY**

No person may rent a Residence unless they have a written lease. No lease may be for a shorter period than twelve (12) months. All tenants, occupants and guests must abide by the Declaration, Bylaws and Rules and Regulations of MiraBay Homeowner’s Association, Inc. (“MiraBay”).

I, the tenant(s), warrants and agree as follows:

- 1) The information I have provided above is true, and I understand that MiraBay will rely upon the information.
- 2) The Declaration, Bylaws, and the Rules and Regulations, and any amendments thereto of MiraBay (the “Governing Documents”) have been made available to me and I have read them or intentionally declined to read them.
- 3) That Florida law requires that I and all persons who occupy the residence MUST abide by the Governing Documents of MiraBay, even if I and the other persons who occupy the residence don’t read them.

MIRABAY LEASE INFORMATION

- 4) That if I, or any of the persons who occupy the residence with me, violate the Governing Documents, that I and they may be FINED AND SANCTIONED by MiraBay. I understand that MiraBay can take LEGAL ACTION against me and the other occupants if we violate the Governing Documents, and we will be held responsible for the ATTORNEY FEES AND COSTS that MiraBay incurs.

- 5) That only the above-named person(s) shall occupy the residence, other than overnight guests and in-home professional caregivers.

Signature of Tenant: _____ Date: _____

Printed Name of Tenant: _____

Signature of Tenant: _____ Date: _____

Printed Name of Tenant: _____

ATTACHED COPY OF LEASE

(End of Document)

MiraBay

HOMEOWNERS ASSOCIATION, INC

MiraBay Landlord/Tenant Agreement

MEMORANDUM

TO: MiraBay Homeowners Association c/o Rizzetta & Company, Inc.

FROM: _____ (Landlord)

DATE: _____

RE: _____
(Property Address)

I, _____, am the Landlord of the above-referenced property. The current tenants of the said property are _____ and their _____ (#) children. I have rented the entire residence to them, not just a room or a portion of the residence. There is no one else renting any other portion of my Lot, and no one else will rent any other portion of my Lot during the term of this lease. The term of the lease is _____, 20__ through _____, 20__. As tenants of my property, I would like for them to be able to enjoy the amenities that residents of MiraBay are entitled. I understand that as the homeowner of _____ (property address), I assume all responsibilities for my tenants when they are utilizing the amenities.

I understand that agreement to use the MiraBay facilities lies with the owner of the home, not the tenants, therefore I accept the consequences of the actions of _____, their children, and any guests they may bring to the facilities with them. In consideration of the foregoing, I hereby agree to indemnify and hold the Developer, Terrabrook, MiraBay Homeowners' Association, Inc. and Harbor Bay Community Development District, their employees and agents harmless from any and all liability associated with their use of the facilities and amenities. I understand that if my tenants, their family members or guests break any rules of the Association, that I will be obligated to evict them at my expense.

I understand, as well, that by affording my tenants amenity privileges, I relinquish my rights to use the MiraBay amenities for this property.

Sincerely,

Owner (Signature)

Owner (Printed Name)

Witness

MIRABAY LEASING INFORMATION

Certifications: Owner and Proposed Tenant REPRESENT, WARRANT AND CERTIFY the following with regard to the attached lease of (Address): _____.

1. The information contained above is true and correct as of this date.
2. Attached hereto is a true and correct copy of the proposed lease which both Owner and Tenant represent, and warrant is enforceable in accordance with its terms from the effective date forward.
3. Tenant acknowledges receipt of a copy of the Declaration of Covenants, Conditions and Restrictions for MiraBay Homeowners Association (the "Declaration") and a copy of all Rules and Regulations (the "Rules and Regulations") of the MiraBay Homeowners Association (the "Association").
4. Tenant covenants and agrees to comply with the Declaration and Rules and Regulations as the same are now in effect and as may hereafter be amended. This includes the tenant certifying to restrict the number of cars they have to the parking capabilities of the garage or driveway, without the blocking of sidewalks and street parking.
5. Tenant covenants and agrees that only the above-named person(s) shall occupy the Home, other than overnight guests and in-home professional caregivers.
6. Owner certifies that he/she will require Tenants' compliance with the Declaration and Rules and Regulations and will enforce, at owners' expense, the same by all legal means, including eviction.
7. Owner agrees to reimburse Association any and all court costs and reasonable attorneys' fees incurred by Association in requiring Tenants' compliance with the Declaration and/or Rules and Regulations.
8. Both Owner and Tenant acknowledge that Association is relying upon the truth and accuracy of the above information and certifications in granting its approval of the proposed lease.
9. Both Owner and Tenant agree to deliver to Association copies of all Lease modifications, amendments and extensions at least fifteen days prior to their effective date.

Under penalties of perjury, we declare that we have read the foregoing and that the information contained herein and attached hereto is true, accurate and authentic, to the best of our knowledge and belief:

OWNER(S)

TENANT(S)

