

# **RENT OR LEASE APPLICATION**

DELRAY VILLAS PLAT 3  
HOMEOWNERS ASSOCIATION, INC.  
5841 Connie Blvd. Delray Beach FL. 33484

New Tenant to fill out and return this application, with \$150.00 for single, or married couple, or \$200.00 for 2 single people, along with a copy of driver's license for each person that will occupy unit.

Please mail with a \$150.00 non-refundable check made out to  
Delray Villas 3 HOA to the above address.

Attention: Alan Schnelwar, 561-450-8697,

(If sent overnight mail to 14717 Edna Way, Delray Beach, FL 33484)

**Proof of Age Documents must be included  
for all residents that will occupy the home, ie  
valid driver's license.**

# **NOTICE OF LEASE OR RENTAL AS PER ARTICLE 32-A OF THE COVENANTS**

**A LOT OWNER WHO ENTERS INTO A WRITTEN AGREEMENT TO RENT OR LEASE, HIS LOT OR TOWNHOUSE SHALL WITHIN TEN (10) DAYS PROVIDE THE ASSOCIATION WITH A PROPERLY EXECUTED APPLICATION WHICH SHALL BE IN THE FORM PROVIDED BY THE ASSOCIATION.**

1. The name, address, and telephone number of the lot Renter
2. Completed disclosure and authorization for consumer reports form.
3. A credit score greater than 620 is required to rent.

PROPERTY ADDRESS:

\_\_\_\_\_

**RENTERS INFORMATION:** All persons that will be residing must be listed below as well as attached copy of driver's license for all residents.

NAME

(1) \_\_\_\_\_

NAME

(2) \_\_\_\_\_

For identification purposes:

Social Security No.: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Driver's License No.: \_\_\_\_\_; State of Issue: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Phone Number: (\_\_\_\_\_) \_\_\_\_\_

1. This application for approval and authorization must be completed by each proposed occupant other than husband/wife (which is considered one applicant)
2. If any question is not answered or left blank this application may be returned and not approved.
3. Please enclose a \$150 processing fee (\$200 for two leases) made payable to DELRAY VILLAS PLAT III HOMEOWNERS ACCOCIATION.
4. All applicants must be interviewed prior to board approval. Occupancy prior to HOA approval is prohibited.
5. The completed application must be submitted 30 days prior to the desired date of occupancy.
6. Lease shall not be for less than 3 months nor for more than 12 months. No more than 1 lease per 12-month period is permitted. Renewals or extensions of leases are subject to reapproval by the board of directors.
7. DELRAY VILLAS PLAT III HOMEOWNERS ASSOCIATION is a community designed and intended to provide housing for residents who are age 55 or over. One occupant of the residence must be over the age of 55 and additional occupants must be over the age of 40.
8. No pets permitted more than 20 pounds and no more than 1 pet is permitted at any time in the residence.
9. Use of the unit is for single family residence only. No corporation, company, partnership, or trust may lease a unit.
10. No commercial vehicles or trucks more than 2 ½ ton capacity, boats, trailers, motor homes, mobile homes, campers, recreational vehicles, etc. are permitted to park overnight.

**RENTAL INFORMATION**

Property Address \_\_\_\_\_

Date \_\_\_\_\_ Lease Term : From \_\_\_\_\_ To \_\_\_\_\_

Lessee Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

Name of Realtor handling transaction \_\_\_\_\_ Telephone Number \_\_\_\_\_

Names of proposed Lessee (as lease will appear) \_\_\_\_\_

Spouse or second Lessee \_\_\_\_\_

Email address of Lessee \_\_\_\_\_ Phone of Lessee \_\_\_\_\_

Each unit by covenant shall be for the sole purpose of single family.

1. There shall be at least one resident age 55 or older. Additional residents must be 40 years or older.
2. No pets allowed more than 20 pounds at full maturity.
3. No more than two permissible vehicles. (No commercial vehicles, boats, etc.) may be parked overnight.
4. All garbage containers (must be covered) and recycling containers be out of sight of your neighbors except on collection days.
5. The fee for this application shall be \$150.00 payable to the association. The application fee is nonrefundable.
6. Potential Renters should plan to meet the screening committee at least 20 (twenty) days prior to start of Lease or Rental.

INITIAL \_\_\_\_\_

## DISCLOSURE AND AUTHORIZATION FOR CONSUMER REPORTS

In connection with my application for occupancy for a dwelling and or Residential with Delray Villas HOA Plat 3, I understand consumer reports will be requested by you ("Company"). These reports may include, as allowed by law, the following types of information, as applicable: names and dates of previous employers, reason for termination of employment, work experience, reasons for termination of tenancy, former landlords, education, accidents, licensure, credit, etc. I further understand that such reports may contain public record information such as, but not limited to: my driving record, workers' compensation claims, judgments, bankruptcy proceedings, evictions, criminal records, etc., from federal, state, and other agencies that maintain such records.

In addition, investigative consumer reports (gathered from personal interviews, as applicable, with former employers or landlords, past or current neighbors and associates of mine, etc.) to gather information regarding my work or tenant performance, character, general reputation and personal characteristics, and mode of living (lifestyle) may be obtained.

### **This authorization is conditioned upon the following representations of my rights:**

I understand that I have the right to make a request to the consumer reporting agency: **Sarma.** (name) ("Agency"), **555 E Ramsey Rd, San Antonio, TX 78216** (address), telephone number **(800) 955-5238**, upon proper identification, to obtain copies of any reports furnished to Company by the Agency and to request the nature and substance of **all information** in its files on me at the time of my request, including the sources of information, and the Agency, on Company's behalf, will provide a complete and accurate disclosure of the nature and scope of the investigation covered by any investigative consumer report(s). The Agency will also disclose the recipients of any such reports on me which the Agency has previously furnished within the two year period for employment requests, and one year for other purposes preceding my request (California three years). I hereby consent to Company obtaining the above information from the Agency. I understand that I can dispute, at any time, any information that is inaccurate in any type of report with the Agency. I may view the Agency's privacy policy at their website: **www.sarma.com**.

I understand that if the Company is located in California, Minnesota or Oklahoma, that I have the right to request a copy of any report Company receives on me at the time the report is provided to Company. By checking the following box, I request a copy of all such reports be sent to me. Check here:

As a California applicant, I understand that I have the right under Section 1786.22 of the California Civil Code to contact the Agency during reasonable hours (9:00 a.m. to 5:00 p.m. (PTZ) Monday through Friday) to obtain all information in Agency's file for my review. I may obtain such information as follows: 1) In person at the Agency's offices, which address is listed above. I can have someone accompany me to the Agency's offices. Agency may require this third party to present reasonable identification. I may be required at the time of such visit to sign an authorization for the Agency to disclose to or discuss Agency's information with this third party; 2) By certified mail, if I have previously provided identification in a written request that my file be sent to me or to a third party identified by me; 3) By telephone, if I have previously provided proper identification in writing to Agency; and 4) Agency has trained personnel to explain any information in my file to me and if the file contains any information that is coded, such will be explained to me.

I understand that I have rights under the Fair Credit Reporting Act, and I acknowledge receipt of the Summary of Rights \_\_\_\_\_ (initials).

Printed Name: \_\_\_\_\_

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

Renter must acquire entry fob for the Clubhouse and its facilities, as well as a key for our satellite pool, from owner.

We have garbage pick-up on Wednesday and Saturday and can be put out after 6pm the previous night. If put out at night it must be in a container, not plastic bags. Plastic bags can only be put out in the morning, they usually don't pick up until 8:00 AM. Recyclables are only picked up on Saturday, while tree trimmings or landscape is picked up on Wednesday. No garbage or bins can be out at any other time, it must be inside, or in a container.

No commercial vehicles or vehicles that are rated more than 2-1/2 ton capacity can be parked in driveways. Homeowners may not be permitted to have more than two registered vehicles and driveways cannot have more than 2 vehicles. Parking is not allowed overnight on the streets or anytime on the grass. Vehicles are not permitted to be driven on any grass area.

No swimming is allowed from dusk to dawn.

The undersigned understands and will abide by these guidelines.

NAME: \_\_\_\_\_

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS OF PROPRERTY \_\_\_\_\_

**PET AGREEMENT**  
**DELRAY VILLAS PLAT 3**  
**HOMEOWNERS ASSOCIATION, INC.**  
**5841 Connie Blvd. Delray Beach FL. 33484**

Binding pet agreement between Delray Villas Plat 3  
and \_\_\_\_\_ (owner)

( ) I \_\_\_\_\_ (owner) do not have a pet and if I decide to have one  
understand I must abide by paragraph 3 of this Agreement.

( ) I \_\_\_\_\_ (owner) have one pet that does not exceed 20 lbs.-- ----  
A picture of my pet is attached to this agreement and its identifying information is:

Type \_\_\_\_\_ Breed \_\_\_\_\_ Color \_\_\_\_\_ Age \_\_\_\_\_ Weight \_\_\_\_\_

I also understand that I must abide by paragraph 3 of this agreement.

Pet will be always on a leash when not indoors.

Pet are not allowed to step on any property other than your own and can only be walked  
in designated areas. All waste must be picked up immediately.

I understand I would need board approval prior to acquiring a pet after this date. (new or  
replacement pet)

Any violation of this agreement shall result in litigation by Delray Villas Plat 3 and the  
burden of the cost shall fall upon me. .

Signed \_\_\_\_\_

Date \_\_\_\_\_

## **PET RULES**

Pets are not allowed on other homeowners property (grass or driveway) ever!

The following areas within the Plat are the only places a pet is allowed:

Connie Blvd.--- Either side

Edna Way--East side only between Wanda & Connie---West side only between Wanda & Atlantic

Lucy Drive---West side from Connie to west end (near Atlantic and Via Flora)

You must pick up your pet's waste at all times.

Pet must be on a leash.

If you violate any of the above rules your pet will be determined a nuisance by the Board of Directors, and as such, can be disposed of as per article 7 of Exhibit I of the Declaration of Covenants, Conditions and Restrictions which reads as follows:

"If any pet becomes a nuisance, as determined solely by the Board of Directors, the owner of such pet covenants, and Agrees to dispose of such pet within ten (10) days after Written notice of the Board."

## **ATLANTIC BROADBAND CABLE SERVICE**

Delray Villas HOA III has contract with Atlantic Broadband which provides a homeowner with one high definition Tiva DVR and 2 adaptors. This equipment can be installed free of charge by calling Atlantic Broadband at 833-694-6192. Although the equipment rental and basic service is paid by the HOA **you must sign a contract with Atlantic Broadband and be financially responsible for any additional services you request.**

INITIAL\_\_\_\_\_



**AUTHORIZATION AGREEMENT FOR ASSOCIATION TO COLLECT  
RENT UPON DELINQUENCY IN MAINTENANCE PAYMENTS**

WHEREAS \_\_\_\_\_ (herein "Owner"), is the record owner(s) of Unit \_\_\_\_\_ located at \_\_\_\_\_ Delray Beach, Florida in, Delray Villas III, a homeowner's association, recorded in the Public Records of Palm Beach County, Florida.

WHEREAS, Delray Villas 111, (herein "Association") is the entity charged with the operation and management of the Association; and

WHEREAS Owner desires to lease the Unit to \_\_\_\_\_ (herein "Lessee(s)") pursuant to a lease submitted herewith; and

WHEREAS the parties desire the approval of the Association for this lease, pursuant to the Declaration for Delray Villas III.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt of adequacy of which is expressly acknowledged, the parties hereto agree as follows:

1. Upon execution and delivery of this Authority Agreement, the Association shall provide the necessary approval for the lease.

2. If at any time during the pendency of the term of the lease, Owner becomes delinquent in payment of assessments to the Association, Owner and Lessee(s) agree that the Association shall have the power, right and authority to demand lease payments directly from the Lessee(s) and deduct such past due assessments, costs and attorneys' fees, if any, as may be delinquent. Further, Owner and Lessee(s) agree that the Lessee(s) will pay the full rental payment due, to the Association, upon written demand. Owner expressly absolves Lessee(s) from any liability to Owner for unpaid rent under the Lease Agreement if such payment is made directly to the Association upon demand from the Association. If any funds are left over, the Association shall immediately remit the balance to Owner at the address listed in the Association's records.

3. Should Lessee(s) fail to comply with the demand of the Association within three (3) days of receipt of demand for payment hereunder, the Association is hereby granted the authority to obtain a termination of tenancy, in the name of Owner, through eviction proceedings, or to seek injunctive relief or specific performance under this Agreement. Owner and Lessee(s) further agree that, if such legal action becomes necessary, the Association shall be entitled to recover reasonable attorneys' fees and costs, including appeals, from Owner.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ .

By Lessee \_\_\_\_\_

By Owner \_\_\_\_\_

## **CC&R's Rules for Renting or Leasing**

. “There shall be no subleasing of a Lot, and no portion of a Lot (other than the entire Lot) may be rented. In addition, no transient tenancies shall be allowed, such as, but not limited to, a lease, license or other transfer or tenancy through an organization such as Air BNB, VRBO, or any other similar entity, website, or organization, and it shall be considered a violation of this provision to list or post a Lot on any such website or through any such company, agency or organization. Further, other than the immediate family members of the lessee, there shall be no more than two (2) occupants per bedroom at any given time, and bedrooms shall be defined as those rooms that were originally constructed as bedrooms at the time a Certificate of Occupancy was issued for the lot.

Agreed to by Owner:

Owner Name \_\_\_\_\_

Owner Signature \_\_\_\_\_ Date \_\_\_\_\_