

# **PURCHASE APPLICATION**

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

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 Paula Beberman 14600 Lucy Drive,  
Delray Beach, FL 33484)

A \$1,500 Capital Contribution is required at closing.

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

**A financial and background check will be done for  
the principal purchaser. A minimum credit score of  
620 is required to purchase in Delray Villas Plat 3.**

**NOTICE OF SALE  
AS PER ARTICLE 32-A OF THE COVENANTS**

**A LOT OWNER WHO ENTERS INTO A WRITTEN AGREEMENT TO SELL, TRANSFER OR CONVEY TITLE TO 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 owner (Seller)
2. The name, address, and telephone number of the purchases (Buyer)
3. The actual date of transfer of title when known.
4. Completed disclosure and authorization for consumer reports form.
5. A credit score greater than 620 is required to purchase.
6. Failure to follow this procedure shall result in a ten dollar (\$10.00) per day fine, assessed to the Buyer from the time of the agreement until such information is received.
7. If such fine is not paid, it shall be deemed as an assessment and collectable in the same manner.

Signature of Seller \_\_\_\_\_ Date \_\_\_\_\_

Signature of Buyer \_\_\_\_\_ Date: \_\_\_\_\_

**DELRAY VILLAS PLAT3 HOMOWNERS ASSOCIATION, INC.**  
**APPLICATION FOR SALE OF PROPERTY**  
**NOTICE OF IMPENDING SALE TRANSFER OR CONVEYANCE OF A LOT OR VILLA**

IN ACCORDANCE WITH ARTICLE 32 OF DELRAY VILLAS PLAT 3 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, THE FOLLOWING INFORMATION IS HEREBY SUBMITTED TO THE BOARD OF DIRECTORS.

PROPERTY ADDRESS: \_\_\_\_\_

**SELLERS INFORMATION:**

NAME \_\_\_\_\_ TELEPHONE# \_\_\_\_\_

ADDRESS \_\_\_\_\_

ACTUAL TRANSFER DATE OF TITLE WHEN KNOWN \_\_\_\_\_

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

BUYERS NAME (#1) \_\_\_\_\_ TELEPHONE# \_\_\_\_\_

BUYERS NAME (#2) \_\_\_\_\_ TELEPHONE# \_\_\_\_\_

For identification purposes:

Social Security No.:(1) \_\_\_\_\_ Date of Birth(1): \_\_\_\_\_

Social Security No.:(2) \_\_\_\_\_ Date of Birth(2) \_\_\_\_\_

Driver's License No.:(1) \_\_\_\_\_ ; State of Issue: \_\_\_\_\_

Driver's License No.:(2) \_\_\_\_\_ ; State of Issue: \_\_\_\_\_

**BUYERS (#1)**

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

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

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

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

**BUYERS (#2)**

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

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

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

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

**NAME ADDRESS & TELEPHONE NUMBER OF REALTOR**

\_\_\_\_\_  
\_\_\_\_\_

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. Any architectural or landscaping changes must be approved in writing by the Board before commencing projects.
5. All garbage containers (must be covered) and recycling containers be out of sight of your neighbors except on collection days.
6. The fee for this application shall be \$150.00 payable to the association. The application fee is nonrefundable.
7. Estoppel fee of \$100.00 for this application payable to the association. The fee is nonrefundable.
8. Potential buyers should plan to meet the screening committee at least 20 (twenty) days prior to the closing of said property.
  
9. The buyer must pay an amount equal to \$1,500 at closing, for the Capital Gains Maintenance Fee, which was authorized by the State of Florida and approved by our Homeowners on January 11, 2021. This Fee is not refundable or transferable and is not applied to any regular quarterly maintenance.

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 \_\_\_\_\_

**AFFIDAVIT TO PERMANETLY OCCUPY**

I, \_\_\_\_\_, have applied for occupancy as the (co-)purchaser of the property known as \_\_\_\_\_, Delray Beach, Florida 33484 (the "Property").

1. I understand and acknowledge that the Property is located within the Delray Villas Plat 3 Homeowners' Association, Inc., and that, by amendment to its Declaration of Covenants, Conditions and Restrictions dated April 18, 2016 and recorded in the Official Records of Palm Beach County, Florida at Official Record Book 28236, Page 0033, the Association expressed its intent to provide for housing for persons aged fifty-five (55) and older, and to operate as such a community in accordance with the provisions of the Housing for Older Persons Act ("HOPA") contained within the Fair Housing Amendments Act of 1988 (42 U.S.C. §3607), and as further described in the Code of Federal Regulations (24 C.F.R. §100.301, et seq.) (the "HOPA Amendment").

2. I hereby acknowledge, verify, swear and affirm that I will permanently occupy the Property as a resident, and that I will comply with the Association's governing documents, including, but not limited to, the HOPA Amendment, and all Federal, State, and local law pertaining to the use and occupancy of the Property and the Association.

3. I hereby acknowledge, verify, swear and affirm that I understand that my failure to comply with the Association's governing documents and all applicable law may subject me to enforcement proceedings, and that in any enforcement action brought against me, if the Association is deemed to be the prevailing party, it may be entitled to recover its costs, including reasonable attorneys' fees, incurred by it in enforcing the terms of its governing documents and applicable law.

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

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

## RULES AND REGULATIONS

A non-refundable check for \$150.00, plus a copy of each person's driver's license must accompany this application to purchase.

No unit may be rented until you have owned the unit for a minimum of 24 months, and then you may apply to do so. A renter is anyone that resides in the unit for more than 20 days in a calendar year, irrelevant of whether any money changes hands or their relationship to owner. No one can occupy the unit for the first two 2 years of ownership unless the deeded owner is an occupant on a full-time basis.

### CC&R's rules for renting or leasing are as follows:

. "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 Lots.

Owners are responsible for maintaining both inside and outside of their homes, however the HOA has full architectural control, meaning nothing can be added or changed on the exterior of your unit without written permission from the Architectural Committee, co-signed by the President. The Board of Directors also has the authority to enforce proper Maintenance of the unit. Annual inspections of the units are performed once a year and homeowner are required to comply with outside repairs reported for the unit. Please make note of this because any changes made without permission will be restored to its original state at your expense.

The Maintenance payments are due each quarter on the first of the month and must not be paid later than the 10th of the month that it is due, or you will be assessed extra fees for every month that payment is late.

There are pet restrictions, only one pet is allowed, not to exceed 20 pounds, regardless of whether it is a cat or dog. A contract is included with this package.

Roadway speed limits and stop signs must be obeyed.

INITIAL \_\_\_\_\_

Buyer must acquire entry fob for the Clubhouse and its facilities, as well as a key for our satellite pool, and a copy of both our Documents, and the Recreation Association Documents and address book. It is wise to read our Documents, because ignorance to them is not accepted for violations.

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 till 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.

You must acquire a Recreation Association Identification card to buy tickets to our theater, and a sticker for your vehicle. Contact Bob Albertson at 561-865-9158.

You must contact Breezeline to determine the status of the equipment in the unit, and contract with them for said equipment.

The undersigned understands and will abide by these guidelines.

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

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

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



## Age Limitations

It is the further intention of the Association that at least eighty percent (80%) One Hundred (100%) percent of its occupied units be occupied by at least one person 55 years of age or older. As to the remaining up to twenty percent (20%) of the occupied units, the Association shall may adopt reasonable rules and regulations governing the occupancy of said units, which may include provisions for, among other things, utilizing those units which comprise the remaining such twenty percent (20%) to accommodate the under fifty-five years of age surviving spouses of deceased permanent occupants who were qualifying occupants under this Section, or to accommodate units which are acquired by inheritance or intestate succession, by persons who were previously residing in the unit but who may be under 55 years of age. Under no circumstances shall any person under the age of forty (40) be allowed to permanently occupy a unit, Age limitation rules as defined in Association's Declaration of Covenants, Conditions and Restrictions, regarding home occupancy which every homeowner agrees to abide by when they purchase a home in Delray Villas Plat3.

1. All homes must be occupied by at least one person over 55 and no other person under 40.
2. A homeowner may not rent that unit until they have owned the home for two years.
3. Visitors are allowed for no more than 90 days in one calendar year. Visitors may be any age. Visitors are not allowed without homeowner occupying the home as well.
4. Rental of homes must apply to the board with a completed rental application and a fee of \$100.
5. Homes may not be rented more than one time in a calendar year.
6. Occupancy of an empty home is not permitted without an appropriate rental application and rental residents need to abide by all age and pet regulations.
7. A home may be purchased by a family member who does not meet the age requirements but must be occupied by a family member who does meet the age requirements.

INITIAL\_\_\_\_\_

**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:

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 \_\_\_\_\_

# **LANDSCAPE REGULATIONS**

**To maintain the pristine condition of our landscape, the following are responsibilities of the HOA and the homeowner(s)**

## **Association Responsibilities**

Cutting of Grass in Common Areas (30 times per year)

Trimming and Maintenance of Association perimeter hedges.

Trimming and Maintenance of hedges along Connie Blvd.

Cutting, trimming and edging of grass at a homeowner's residence

Trimming of any hedges or bushes directly in front of a homeowner's residence and around homeowner's air conditioning units. Hedges may not exceed 36 inches from the residence and the Association will maintain a height equal to the bottom of any front windows or height of porch screening.

## **Homeowners Responsibilities**

The homeowner must get written permission from the Association prior to the planting of any tree, shrub or bush. Failure to comply will result in possible removal by the Association of said tree, shrub or bush at owner's expense.

Any tree that is more than 22 feet from the rear of a residence is the responsibility of Delray Villas Plat 3 HOA.

All trees and or bushes within the 22 feet line are the sole responsibility of the homeowner and subject to a yearly inspection by the Association. When you purchase your residence, you also purchase any tree, bush or plants within the 22-foot property line and it becomes your property and responsibility.

If there currently are any fruit trees on the property they will also be inspected yearly for any diseases. Any diseased trees will be removed at the homeowner's expense. Any fruit that falls to the ground must be picked up by the homeowner.

I have read and understand the meaning and intent of these responsibilities.

Owners Name(s) (Print)\_\_\_\_\_

ADDRESS\_\_\_\_\_

SIGNATURE(S)\_\_\_\_\_