

**DELRAY VILLAS PLAT III
HOMEOWNERS ASSOCIATION 5841
CONNIE BLVD.
DELRAY BEACH, FL 33484
APPLICATION FOR LEASE, OR RENT
APPROVAL**

AN AGE 55 OR OLDER RESIDENTIAL COMMUNITY

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.

Make check payable to Delray Villas Ill HOA

The following documents are attached:

- 1) Regulations to be observed by Tenant/Renter.
- 2) Application Occupancy/Approval
- 3) Application for Lease, Gift, Devise or Inheritance approval
- 4) Authorization for Association to collect rent upon delinquency maintenance payments by owner.

Tenants Signature

Print Name _____

Date _____

REGULATIONS TO BE OBSERVED BY TENANT/RENTER

1. No person under the age of SIXTEEN (40) shall be permitted to reside as a permanent member of the Renter's household.
2. No more than one dog or cat shall be permitted provided that the weight of such pet shall not exceed twenty (20) pounds. All pets shall be kept on a leash when outdoors.
3. Pool and shuffleboard regulations must be observed and maintained as posted.
4. The parking and storage of boats, trailers, trucks in excess of 1 1/2 ton rated capacity, commercial vehicles, motor homes, campers, travel or other trailers is prohibited. The parking and storage of automobiles and other allowable vehicles must be upon PAVED AREAS ONLY. THERE IS NO PARKING ON GRASS.
5. No tenant shall sublet a dwelling nor any portion thereof, nor use said dwelling for other than residential purposes.
6. 6, For the protection and safety of the area, it is requested that the outside light (lollipop) remain lighted from sunset to sunrise.
7. All covenants, amendments and by-laws of Delray Villas Plat 3, Homeowners Association, Inc., pertaining to our homeowners shall also pertain to tenant/renter.
8. Any tenant/renter with any questions may request information and/or advice from any member of the Board of Directors

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 attach a copy of the lease to this document.
4. Please enclose a \$100 processing fee (\$200 for two leases) made payable to DELRAY VILLAS PLAT III HOMEOWNERS ACCOCIATION.
5. All applicants must be interviewed prior to board approval. Occupancy prior to board approval is prohibited.
6. The completed application must be submitted 30 days prior prior to the desired date of occupancy.
7. The lease shall not be for less than 3 months nor for more than 12 months. No more than 1 lease per 12month period is permitted. Renewals or extensions of leases are subject to reapproval by the board of directors.
8. 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.
9. No pets permitted in excess of 20 pounds and no more than 1 pet is permitted at any time in the residence.
10. Use of the unit is for single family residence only. No corporation, company, partnership or trust may lease a unit.
11. No commercial vehicles or trucks in excess of 1 ½ ton capacity, boats, trailers, motor homes, mobile homes, campers, recreational vehicles, etc. are permitted to park overnight.

DELRAY VILLAS PLAT 3 HOMEOWNERS ASSOCIATION, INC.

APPLICATION FOR RENTAL OF PROPERTY

NOTICE OF IMPENDING RENTAL OF PROPERTY

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

RENTAL INTERVIEW REPORT FORM

Date_____

PROPERTY ADDRESS:_____

ACCOUNT NUMBER_____

LEASE (RENT): FROM_____ TO _____

OWNER_____

RENTER NAME #1:_____ AGE____

RENTER NAME#2_____ AGE____

SOCIAL SECURITY #1:_____

SOCIAL SECURITY #2_____

DATE OF BIRTH #1:_____

DATE OF BIRTH #2_____

DRIVERS LICENSE#1_____ DRIVERS LICENSE#2_____

CURRENTADDRESS

STREET:_____

CITY:_____ STATE:_____ ZIP:_____

MAILING ADDRESS IF DIFFERENT:

STREET:_____

CITY:_____ STATE:_____ ZIP:_____

FOB___ POOL KEY___ RULES AND REGULATIONS___ PET___ ESA___

TELEPHONE: HOME:_____ MOBILE:_____

EMAIL ADDRESS:_____

MAILING ADDRESS OF REALTOR:

STREET:_____

CITY:_____ STATE:_____ ZIP:_____

PHONE:_____

INITIAL_____

1. I hereby agree for myself and on behalf of all persons who may use the unit:
 - a) I will abide by all of the restrictions contained in the Bylaws. And Rules & Regulations, which are or may in the future be imposed by DELRAY VILLAS PLAT III HOMEOWNERS ASSOCIATION.
 - b) I understand that there is a restriction on pets that I may not have a pet that weighs in excess of 20 pounds at maturity and I may not have more than one pet.
 - c) I understand that I must be present when any guests, relatives or children who are not permanent residents occupy the unit or use the recreational facility.
 - d) I understand that sub-leasing or occupancy of this unit in my absence is prohibited.
 - e) I understand that any violation of the terms, provisions, conditions and covenants of the DELRAY VILLAS PLAT III HOMEOWNERS ASSOCIATION documents provides cause for immediate action provided in the rules and regulations.
2. I have received a copy of the rules and regulations. Yes_____ No_____
3. I understand that I will be advised by the Board of Directors of either acceptance or denial of this application. .
4. I understand that the acceptance for lease at DELRAY VILLAS PLAT III HOMEOWNERS ASSOCIATION is conditioned in part upon the truth and accuracy of this application and upon the approval of the Board of Directors. Any misrepresentation or falsification of information on this application will result in the automatic disqualification of my application. Occupancy prior to Board approval is prohibited.

In making the foregoing application I am aware that the decision of the DELRAY VILLAS PLAT III HOMEOWNERS ASSOCIATION will be final. I agree to be governed by the determination of the Board of Directors.

Print Applicant Name _____ Signature _____ Date _____

Print Owners Name _____

Signature _____ Date _____

**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__ .

Owner _____:Lessee:_____