

PURCHASE APPLICATION

Please mail by USPS to the following address:

**DELRAY VILLAS PLAT 3
HOMEOWNERS ASSOCIATION, INC.
5841 Connie Blvd, Delray Beach FL 33484
Attn: Purchase HOA Application**

APPLICATION CAN NOT BE PROCESSED WITHOUT ALL OF THE FOLLOWING FEES AND INFORMATION

- 1. The completed Application Form**
- 2. A \$100 non-refundable fee *per* applicant**
- 3. \$50 non-refundable fee for additional Occupants if other than applicants**
- 4. A Proof of Age Document (e.g. valid Driver's License) for each applicant and occupant that will occupy the home. Under no circumstances shall any person under the age of forty (40) be allowed to permanently occupy a unit.**
- 5. Sellers Contact information** Including Phone Number and Email.
- 6. Sellers Realtor's Contact Information** Including Phone Number and Email

A \$1500 Capital Contribution is required at closing

**A minimum credit score of 700 is required to purchase a home in
Delray Villas Plat 3.**

**A Financial & Criminal Background Check will be done for the
Principal Purchaser(s) and Occupant(s) prior to the closing.**

**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 TO INCLUDE:

1. The name, address and telephone number of the lot owner (seller).
2. The name, address and telephone number and email of the purchaser (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 700 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 a fine is not paid, it shall be deemed as an assessment and collectable in the same manner.
8. By signing below you are giving Delray Villas 3 permission to run a background check on all parties applying for purchase of property.

MUST BE SIGNED BY ALL PARTIES:

Name of Seller _____

Signature of Seller: _____ **Date:** _____

Signature of Buyer #1: _____ **Date:** _____

Signature of Buyer/Occupant #2: _____ **Date:** _____

**AFFIDAVIT TO
PERMANENTLY 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 the official record Book 28236, page 0033, the Association expressed its intent to provide 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 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). Under no circumstances shall any person under the age of forty (40) be allowed to permanently occupy a unit.

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 associations 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.

I hereby acknowledge, verify, swear and affirm that I understand that my failure to comply with the Associations 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.

Name (#1) (print): _____

Signature: _____

Date: _____

Name (#2) (print): _____

Signature: _____

Date: _____

**DELRAY VILLAS PLAT 3 HOMEOWNERS ASSOCIATION INC.
APPLICATION FOR SALE OF PROPERTY**

NOTICE OF IMPENDING SALE OF PROPERTY
IN ACCORDANCE WITH ARTICLE 32 OF DELRAY VILLAS PLAT 3 DECLARATIONS OF COVENANTS CONDITIONS
AND RESTRICTIONS THE FOLLOWING INFORMATION IS HEREBY SUBMITTED TO THE BOARD OF DIRECTORS

PURCHASE APPLICATION FORM

Date: _____

PROPERTY ADDRESS: _____

CURRENT OWNER: _____

BUYER # 1 NAME: _____

SOCIAL SECURITY #: _____

DATE OF BIRTH: _____ AGE: _____

DRIVERS LICENSE #: _____

TELEPHONE: HOME: _____ MOBILE: _____

EMAIL ADDRESS _____

BUYER # 2 NAME: _____

SOCIAL SECURITY #: _____

DATE OF BIRTH: _____ AGE: _____

DRIVERS LICENSE #: _____

TELEPHONE: HOME: _____ MOBILE: _____

EMAIL ADDRESS _____

CURRENT ADDRESS STREET: _____

CITY: _____ STATE: _____ ZIP: _____

MAILING ADDRESS IF DIFFERENT:

STREET: _____

CITY: _____ STATE: _____ ZIP: _____

EMAIL ADDRESS: _____

NAME OF REALTOR: _____

PHONE and EMAIL: _____

Occupant(s) if other than Buyer:

Drivers License or ID must be attached:

1 NAME: _____

SOCIAL SECURITY #: _____

DATE OF BIRTH: _____ AGE: _____

DRIVERS LICENSE #: _____

STATE of ID _____

TELEPHONE: HOME: _____ MOBILE: _____

EMAIL
ADDRESS _____

2 NAME: _____

SOCIAL SECURITY #: _____

DATE OF BIRTH: _____ AGE: _____

DRIVERS LICENSE #: _____

STATE of ID _____

TELEPHONE: HOME: _____ MOBILE: _____

EMAIL
ADDRESS _____

RULES AND REGULATIONS

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

1. It is the further intention of the Association that one hundred (100%) percent of its occupied units be occupied by at least one person age 55 or older.
Under no circumstances shall any person under the age of forty (40) be allowed to permanently occupy a unit.
2. No pets allowed more than 20 pounds at full maturity.
Please see pet agreement. Only 1 Pet is allowed per residence.
3. No commercial vehicles or vehicles rated 2 ½ ton capacity can be parked in driveways overnight. 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 any time on the grass. Vehicles are not permitted on any grass area.
4. **Any architectural or landscaping changes must be approved in writing by the Board before commencing projects. Please use Home Modification Form on website www.delrayvillas3.com**
5. All garbage containers must be covered and recycling bins be out of sight of your neighbors except on collection days. Garbage pickup is on Wednesday and Saturday and can be put out after 6 pm the previous night if in a container. If using plastic bags, garbage must be put out in the morning. Garbage is not usually picked up till after 8 AM. Recyclables are only picked up on Saturday. Tree trimmings or landscape is picked up on Wednesday. Bulk pick up is Saturday..
6. The fee for this application shall be one hundred (\$100) payable to the Association. The application fee is non-refundable.
7. **Buyers and renters must meet with HOA board member by phone or in person to go over all rules and regulations within 30 days of occupancy.**
8. The buyer must pay an amount equal to \$1500.00 (fifteen hundred) at closing for the Capital Gains Contribution 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 does not apply to any regular quarterly maintenance.

9. **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 30 days in a calendar year, irrelevant of whether any money changes hands or their relationship to owner without owner occupying unit. 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.
- a. Visitors are permitted to be at the residence not greater than 90 days in one calendar year.
 - b. There are no age requirements for visitors.
 - c. Visitors are NOT permitted without the homeowner occupying the unit at the same time.
 - d. Under no circumstances may any person under the age of forty (40) be allowed to permanently occupy a unit unless with a permanent resident 55 years of age or older.
 - e. Potential renters of homes must apply to the board with a completed rental application and a fee of \$100.
 - f. Homes may not be rented more than once in a calendar year. All renters must have passed our background check.**
 - g. 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.
 - h. 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 requirement.
 - i. CC & R rules for renting and 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 lot.

10. Owners are responsible for maintaining both inside and outside of their homes, however the HOA board has full architectural control, meaning nothing can be added or changed to the exterior of your unit without written permission from the Architectural Committee, co-signed by the president. The Board of Directors has the authority to enforce proper maintenance of the unit. Bi-annual inspections of all units are performed and homeowners 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.
11. **Maintenance payments are due quarterly on January 1, April 1, July 1 and October 1 and must be paid no later than the 10th of the month that it is due or you will be assessed late fees.**
12. Roadway speed limits and stop signs must be obeyed.
13. Buyer must acquire entry fob for the clubhouse and its facilities, as well as a code for our satellite pool and a copy of both our documents and the recreation association documents. These documents are available on our website, www.delrayvillas3.com. It is wise to read our documents because ignorance of them is not accepted as a reason for violations.

The undersigned understands and will abide by these guidelines.

Address: _____

Resident 1:

Name: _____ Date: _____

Signature: _____

Resident 2

Name: _____ Date: _____

**PET AGREEMENT
DELRAY VILLAS PLAT 3
HOMEOWNERS ASSOCIATION, INC**

Signature: _____

Only 1 Pet is allowed per residence. Binding pet agreement between Delray Villas Plat 3 and

(owner) _____

Owner's Address: _____

I _____ (owner) do not have a pet and if I decide to have one understand I must abide by paragraph 3 of this agreement. OR

I _____ (owner) have one pet that does not exceed 20 lbs.

A picture of my pet is attached to this agreement. Its identifying information is:

Type: _____ Breed: _____ Color: _____

Age: _____ Weight: _____ Other: _____

I understand that I must abide by the terms of this agreement:

- Pets will always be on a leash when outdoors.
- Pets are not allowed to step on any property other than the owner's and can only be walked in the designated areas listed below. All waste must be picked up immediately.
- Designated areas:
 - Edna Way: East side only between Wanda and Connie; and
 - West side only between Wanda and Atlantic
 - Lucy Dr and Candy Way: Westside only
 - Connie: both sides

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 asked to leave community property immediately of as per article 7 of Exhibit 1 of the Declaration of Covenants, Conditions and Restrictions which read as follows:

If any pet becomes a nuisance, as determined solely by the Board of Directors, the owner of such pet covenants, agrees to remove such pet within ten (10) days after written notice of the Board.

SIGNATURE: _____ DATE: _____

BREEZELINE CABLE SERVICE

Delray Villas 3 HOA has contracted with Breezeline Broadband which provides a homeowner with three high definition TiVo DVR's and basic internet service. This equipment can be installed free of charge by calling Breezeline at 833-694-6192. Although the equipment rental and basic service is paid by the HOA, **you must sign a contract with Breezeline and be financially responsible for any additional services you request. Additional services such as high-speed internet and phone service are available at additional cost to homeowner.**

DELRAY VILLAS RECREATION CENTER

Please note that when you purchase a property in Delray Villas Plat 3 you are also a member of the Delray Villas Recreation Center located at 13773 Circular Drive, Delray Beach, FL

A portion of your HOA dues go to the recreation center on a monthly or quarterly basis for use and maintaining the recreation center. In addition any Special Assessments for the Recreation Center will be your responsibility as a homeowner in Delray Villas Plat 3.

IMPORTANT: All information and forms can be found on our website. It is the sole responsibility of the purchaser and homeowners to review and abide by all rules and regulations of Delray Villas Plat 3.

www.delrayvillas3.com

LANDSCAPE REGULATIONS

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

ASSOCIATION RESPONSIBILITIES:

- Cutting of grass in common areas
- Trimming and maintenance of association perimeter hedges
- Trimming and maintenance of hedges along Connie Blvd.
- Cutting, trimming and edging of grass at homeowners residence
- Trimming of any hedges or bushes directly in front of a homeowner's residence and around 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 22 feet from the rear of the residence is the responsibility of Delray Villas Plat 3 HOA.
- All trees and or bushes within the 22-foot 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 are currently any fruit trees on your property they will also be inspected yearly for diseases. Any diseased trees will be removed at the owners expense. Any fruit that falls on the ground must be picked up by the homeowner.

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

Signature: _____