

DV3HOA RENTAL APPLICATION INFORMATION

Please mail your completed application to:

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

All renters must read the **REGULATIONS TO BE OBSERVED BY TENANT/ RENTER** on page 2 of this package.

Prospective renters must submit the following:

1. A non-refundable check made payable to Delray Villas 3 HOA:
\$100 for a single renter or \$200 for two single renters.
Applications will not be processed without this fee.

A Financial Background Check will be done for all renters. **A minimum credit score of 700 is required** to rent a home in Delray Villas Plat 3.

2. Proof of Age Document (e.g., valid Driver's License) for each person that will occupy the home.
3. **RENTAL APPLICATION FORM** (complete and sign pages 3-4)
4. **AUTHORIZATION AGREEMENT FOR ASSOCIATION TO COLLECT RENT UPON DELINQUENCY IN MAINTENANCE PAYMENTS** (complete and sign).

5. Applications for Rentals will not be approved by Delray Villas 3 HOA unless a completed and SIGNED LEASE AGREEMENT from homeowner is on file with the Homeowners Association prior to move in date. No exceptions. An updated signed lease must be on file with the HOA on the anniversary date of lease EVERY year!

REGULATIONS TO BE OBSERVED BY TENANTS/ RENTERS

DELRAY VILLAS PLAT 3 HOMEOWNERS ASSOCIATION, INC.

1. No person under the age of forty (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 at maturity. All pets shall be kept on a leash when outdoors.
3. Pool regulations must be observed and maintained as posted.
4. The parking and storage of boats, trailers, trucks in excess of top 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. 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. 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 bylaws of Delray Villas Plat 3 Homeowners Association, Inc., pertaining to our homeowners shall also pertain to tenants/renters.
8. Any tenant/renter with any questions may request information and/or advice from any member of the Board of Directors.

RENTAL APPLICATION FORM

DELRAY VILLAS PLAT 3 HOMEOWNERS ASSOCIATION, INC.

5841 Connie Blvd, Delray Beach FL 33484

Attention: Rental Application

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 FOR APPROVAL:

Date: _____

PROPERTY ADDRESS: _____

OWNER NAME(S): _____

LEASE (RENT) FROM: _____ TO: _____

COPY OF LEASE MUST ACCOMPANY APPLICATION

RENTER #1 NAME: _____

CELL PHONE NUMBER _____

DATE OF BIRTH: _____ AGE: _____

SOCIAL SECURITY NUMBER: _____

DRIVERS LICENSE #: _____

CURRENT ADDRESS STREET: _____

CITY: _____ STATE: _____ ZIP: _____

EMAIL ADDRESS: _____

RENTER #2 NAME: _____

CELL PHONE NUMBER _____

EMAIL ADDRESS _____

DATE OF BIRTH: _____ AGE: _____

SOCIAL SECURITY NUMBER: _____

DRIVERS LICENSE #: _____

NOTE:

1. This application must be completed by each proposed occupant other than husband and wife (which is considered one occupant) for approval by the Board of Directors. If any question is left blank or is not answered, the application may be returned and not approved.
2. The completed application must be submitted thirty (30) days prior to the desired date of occupancy. All applicants must be interviewed prior to Board approval. Occupancy prior to Board approval is prohibited.
3. Delray Villas Plat 3 Homeowners Association is a community designed and intended for those who are fifty-five (55) years of age or older. One occupant must be over the age of fifty-five (55) and additional occupants must be over the age of forty (40). Use of the unit is for single family residence only. No corporation, company, partnership or trust may lease a unit.
4. Please attach a copy of the Lease to this document. The Lease shall be for not less than three (3) months and not more than twelve (12) months. No more than one Lease per 12-month period is permitted. Renewals or extension of the Lease are subject to Board approval.

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 and Regulations, which are or may in the future be imposed by DELRAY VILLAS PLAT 3 HOMEOWNERS ASSOCIATION.
- b) I understand that there is a restriction on pets and agree to abide by all rules stated in the Pet Agreement (see page 6).
- 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 facilities.
- d) I understand that sub-leasing the unit or occupancy in my absence prohibited.
- e) I understand that any violation of the terms, provisions, conditions and covenants of DELRAY VILLAS PLAT 3 HOMEOWNERS ASSOCIATION documents provides cause for immediate action, per the rules and regulations on the website <http://www.delrayvillas3.com>.

I understand that I will be advised by the Board of Directors of either acceptance or denial of this application.

I understand that acceptance for lease at DELRAY VILLAS PLAT 3 HOMEOWNERS ASSOCIATION is conditional in part upon the truth and accuracy of the application and upon 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 3 HOMEOWNERS ASSOCIATION is final. I agree to be governed by the determination of the Board of Directors.

PRINT APPLICANT'S NAME: _____

SIGNATURE: _____ DATE: _____

PRINT OWNER'S NAME: _____

SIGNATURE: _____ DATE: _____

**AUTHORIZATION AGREEMENT FOR ASSOCIATION TO COLLECT RENT UPON
DELINQUENCY IN MAINTENANCE PAYMENTS
DELRAY VILLAS PLAT 3 HOMEOWNERS ASSOCIATION, INC.**

WHEREAS _____ (herein "Owner") is the record owner(s)
of Unit located at _____

Delray Beach, Florida, in Delray Villas Plat 3, a homeowner's association, recorded in the Public
Records of Palm Beach, Florida.

WHEREAS Delray Villas Plat 3, (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 Plat 3.

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
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 attorney's fees, if any, as may be
delinquent. Further, Owner and 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 the 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 the 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 attorney's fees and costs, including appeals, from Owner.

Agree to the ____ day of _____, 20____.

Owner _____ **Lessee(s)** _____
MUST BE SIGNED BY OWNER & LESSEE(S)

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) _____

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 disposed 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 dispose of such pet within ten (10) days after written notice of the Board.

SIGNATURE: _____ DATE: _____