

**DELRAY VILLAS PLAT II  
HOMEOWNERS ASSOCIATION  
SCREENING COMMITTEE**

Dear Applicant:

Thank you for applying to our 55 and over community, the attached rental application forms should be completed, signed by all parties, dated, and returned, all requested documents should be included, such as a U.S. photo ID, etc.

The **Rental Application Packet** should be **fully completed** to avoid delays in processing and returned in the following manner:

- If sent electronically for a quick review, a printed copy should also be mailed or delivered. Sent files using PDF format only will be accepted. Also print copy with pages missing headings, paragraphs, or signatures will not be accepted. Print on only one-side of 8.5-1/2" x 11" page. **Use the print command setting: Fit to page.** Printed photo IDs must be enlarged to be readable.
- If mailing or if dropping, keep a copy for your record. **Text 267-221-9667 for a drop location or for a mailing address.**

Once the application has been reviewed and accepted, you will receive an **Approval Rental Packet** for an in-person interview with the Interview Committee (IC). Bring a blank print copy of the ` with you to the interview.

Thank you,

Reynold Pratt  
Plat II Screening Committee, Chair  
Text 267-221-9667  
Email: rpratt@comcast.net

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**Office hours are Monday through Friday from 10 AM to 4 PM.**

# DELRAY VILLAS PLAT 2

## RENTER APPLICATION CHECKLIST

Name of Owner(s) \_\_\_\_\_

\_\_\_\_\_

Name of Renter(s) \_\_\_\_\_

Plat 2 Address: \_\_\_\_\_

Delray Beach, FL 33484

### Applicant Check List Items Must Be Completed:

- Plat 2 Application: Fill out Entries on all Forms. Include Photo ID(s). Sign all documents; Association Mandatory Lease Addendum, Lease Renewal Notice, etc. as form requires.
- Signed Copy of Florida Residential Lease For Single Family Home or Duplex, Or Landlord Lease
- Acknowledged Receiving Section 10 of Plat 2 Bylaws on Leasing  
Applicant Signature: \_\_\_\_\_
- Application Fee of **\$100.00** made out to: **Delray West Townhouses HOA**. Write Rental Unit Number on Check. Required For Processing Application.
- Credit & Background Check Done By Owner: No  Yes   
Credit & Background Check Done By Tenant: No  Yes   
Date Completed: \_\_\_\_\_

(Provide with Application Currently Dated C&B Checks to Include only Pages with FICO Score, Personal Information, and Summary Pages Indicating Collections, and Public Record. No Payment History Pages)

- \$500.00** (Refundable Common Area Security Deposit) made out to the **Delray West Townhouses HOA**. Write Rental Unit Number on Check. Required For Processing Application.

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### For Office Use Only

- External Inspection of Property (by HOA member): \_\_\_\_\_
- Credit & Background History by Credit Company: \_\_\_\_\_

Date Verified: \_\_\_\_\_

**DELRAY VILLAS PLAT II HOA**

**INSTRUCTIONS**

You must provide us with the following documents no less than 30 days prior to the earlier date of commencement of the proposed lease or the date your tenant wishes to take occupancy for the Association to consider your request to approve the leasing of your residence.

1. Completed and signed "Notice of Intent to Lease" form, consenting to a credit and criminal background check by all persons who will occupy the premises.
2. Completed and signed Annual Lease Renewal Notice.
3. Completed and signed proposed Lease, and background investigation.
4. Completed and signed Plat 2 Mandatory Lease Addendum and Year to Year
5. Completed and signed Age Verification Form
6. Signed Acknowledgement and Disclaimer Form
7. Completed and signed Pet Rules and Vaccination Registration Form
8. Completed Emergency Information Form, Phone Listing Form
9. Copy of government issued identification for all persons who will occupy the
  - a.Premises
10. Check in the amount of (\$100.00) made payable to **Delray West Townhouses Association HOA** for the non-refundable application fee.
11. Damage Deposit in the amount of \$500.00 to be held in a non-interest bearing Account. Refundable when a tenant with no violation for damages to common areas moves out (see Notice to End Lease).
12. Proposed tenants **must schedule and complete an interview** with the Information/Screening Committee at least **20 days before** the proposed **occupancy date** of the premises.

**SUMMARY OF IMPORTANT RESTRICTIONS HOME OWNER PLEASE READ THESE**

**RESTRICTIONS CAREFULLY**

- Delray West Plat II is a 55 and Older Community. At least one person 55 or older must occupy the premises
- It is the Owner's responsibility to provide the proposed tenants with a complete set of the governing documents of the Association, including rule and regulations.
- No Owner may lease a residence within the first year of ownership beginning when the Owner received title to the Lot. All rentals shall be for a minimum of (6) months and can be rented only once per year. Renewal of the one-year lease with the same tenant is subject to discretionary approval by the Board, and, therefore the Home Owner Landlord must submit a copy of the renewed list to the Screening Committee.

**If an Owner elects to sell his/her residence prior to an approved lease expiring, the Owner will need to terminate the lease prior to sale**

<b>Owner Initial(s):</b>	
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<b>Tenant Initial(s):</b>	
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**DELRAY WEST TOWNHOUSES  
HOMEOWNERS ASSOCIATION INC.  
(Delray Villas Plat II)**

**NOTICE OF INTENT TO LEASE PREMISES**

<b>LOCATED AT:</b>	
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This form is approved by the Board of Directors of Delray West Townhouses Association, Inc., a.k.a. the "Association", for Owners / Members to provide the Association a notice of intent to lease.

**OWNER INFORMATION:**

<b>Owner Name(s):</b>	1.	2.
<b>Mailing Address:</b>		
<b>Primary Number:</b>		
<b>Primary Email Address:</b>		
<b>Contracted Leasing Period:</b>		

**RENTER(s) INFORMATION:**

<b>Name of Renter (1):</b>	
<b>Present Address:</b>	
<b>Phone Number:</b>	
<b>Email Address:</b>	
<b>Age of Renter (1):</b>	

<b>Name of Renter (2):</b>	
<b>Present Address:</b>	
<b>Phone Number:</b>	
<b>Email Address:</b>	
<b>Age of Renter (2):</b>	

**Leasing Realtor Name, Address, & Telephone Number:**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

.....

**Owner (1) Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Owner (2) Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Renter (1) Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Renter (2) Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

**DELRAY WEST TOWNHOUSES**

**HOMEOWNERS ASSOCIATION INC.  
(Delray Villas Plat II)**

**NOTICE TO END LEASE OF PREMISES**

(Required for Deposit Refund at the End of Leasing Period)

<b>LOCATED AT:</b>	
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This form is approved by the Board of Directors of Delray West Townhouses Association, Inc., a.k.a. the "Association", for Owners / Members to provide the Association a notice of intent to end the lease.

**OWNER INFORMATION:**

<b>Name:</b>	
<b>Mailing Address:</b>	
<b>Telephone Number:</b>	
<b>Email Address:</b>	
<b>End Lease Date:</b>	

**RENTER'S INFORMATION:**

<b>Name of Renter:</b>	
<b>Renter/Tenant Receiving \$500 Refund Forwarding Mailing Address:</b>	

**Damage Deposit reimbursement is contingent on COMPLETION of this Notice to End Lease Form returned to the Admission / Interview Committee.**

**Check one:**

**Return to: Landlord ( )**

**Return to: Tenant ( )**

**The check will be refunded within a week after lease end date.**

**Leasing Realtor**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

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**Signature of Owner**

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**Signature of Renter**

--

**Date:**

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**Date:**

**DELRAY VILLAS PLAT II**

**HOMEOWNERS ASSOCIATION**

- A person who resides in a home for longer than thirty (30) days where the Owner is not present shall be deemed to be a lessee of the residence subject to Association approval and all other restrictions on leasing, including a mandatory credit and background check. Owners or their Reps will verify income and background checks to include with application.
- No pets in excess of 25 lbs. at full maturity are permitted. No more than one dog pet per household is permitted. However, two (2) house cats are allowed.
- No more than two (2) permissible vehicles (no commercial vehicles, boats, etc.) may be parked overnight on each unit's driveway.
- No alterations or modifications may be made to the property, including landscaping, without first submitting a complete written request on an approved form to the Board of Directors or designated committee of the Association.
- All garbage and recycling container shall be kept out of sight, either by shrubs or inside the garage, until the day of collection or 5:00 PM before collection.

**DISCLAIMER**

The foregoing Summary of important Restrictions is not intended to be just a summary and not all encompassing. Your prospective tenants are expected to familiarize themselves with all of the use restrictions governing Delray Villas Plat II. Pursuant to Florida Law, each member of the Association, and the member's tenants, guests and invitees, are governed by, and must comply with Chapter 720, Florida Statutes, the governing documents of the community, and the rules of the Association.

**ACKNOWLEDGEMENT**

By signing below, you acknowledge as the Owner(s) that you have provided your tenants a complete copy of the Association's governing documents, as amended, and the rules of the Association.

-----  
**Signature of Owner (1)**

-----  
**Signature of Owner (2)**

-----  
**Signature of Renter (1)**

-----  
**Signature of Renter (2)**

**FOR INTERNAL USE ONLY**

**\_\_\_\_\_**  
**Date of Interview**

**Completed Leases Received + Background Check**

**Yes ( ) No ( )**

**\_\_\_\_\_**  
**Signature of Chair of Committee**

## DELRAY VILLAS PLAT II

### Buyer-Occupant Screening Information

#### All Occupants Age Verification Form

**IMPORTANT:** Please take extra care to make your entries very clear and easy to read: The following information is required by law enforcement agencies and other entities for positive identification purposes when checking records. It is confidential and will not be used for any other purposes.

RENTER 1 /  OCCUPANT 1:

<b>First:</b>		<b>Middle</b>	
<b>Last:</b>			
<b>Aliases:</b>			
<b>Home #:</b>		<b>Cell #:</b>	
<b>Work #:</b>		<b>Work #:</b>	
<b>Email:</b>			
<b>Date of Birth:</b>		<b>Driver's License #</b>	
		<b>State:</b>	
Enclose a copy of your driver's license. If you do not have a driver's license you must present:			
<b>Photo ID number:</b>		<b>State:</b>	
		<b>Other:</b>	
<b>Passport Number:</b>			

RENTER 2 /  OCCUPANT 2:

<b>First:</b>		<b>Middle</b>	
<b>Last:</b>			
<b>Aliases:</b>			
<b>Home #:</b>		<b>Cell #:</b>	
<b>Work #:</b>		<b>Work #:</b>	
<b>Email:</b>			
<b>Date of Birth:</b>		<b>Driver's License #</b>	
		<b>State:</b>	
Enclose a copy of your driver's license. If you do not have a driver's license you must present:			
<b>Photo ID number:</b>		<b>State:</b>	
		<b>Other:</b>	
<b>Passport Number:</b>			

<b>Occupant (1) Signature</b>		<b>Date:</b>	
<b>Occupant (2) Signature</b>		<b>Date:</b>	

**NOTE:**

If more than two occupants on premise, up to 4 permitted per home, duplicate this page to include the additional occupants. A Photo ID must be provided for each occupant.

**DELRAY VILLAS PLAT II**  
**HOME OWNER'S ASSOCIATION**

DELRAY BEACH, FLORIDA 33484 **EMail:** DELRAYWESTESTESTATES@GMAIL.COM

**ATTENTION**

***RENTER'S EMERGENCY INFORMATION SHEET***

\*\*\*\*\* Please complete & return **as soon as possible** to Board of Directors \*\*\*\*\*

**EMERGENCY INFORMATION**

**NAME OF REPRESENTATIVE AUTHORIZED TO RECEIVE YOUR DOOR KEY**

<b>HOMEOWNER NAME:</b>			
<b>PLAT II ADDRESS:</b>		DELRAY BEACH, FL 33484	
<b>ALTERNATE MAIL ADDRESS:</b>			

**RENTER'S EMERGENCY INFORMATION**

<b>LEASE PERIOD:</b>			
<b>RENTER NAME:</b>			
<b>RENTER PHONE NUMBER:</b>			
<b>RENTER E-MAIL ADDRESS:</b>			
<b>RENTER SIGNATURE:</b>		<b>DATE:</b>	

**RENTER'S AUTHORIZED EMERGENCY CONTACT INFORMATION**

<b>NAME:</b>	
<b>RELATIONSHIP:</b>	
<b>PHONE #:</b>	
<b>EMAIL:</b>	
<b>ADDRESS:</b>	
<b>CITY/STATE/ZIP:</b>	



# DELRAY VILLAS PLAT II:

## Pet Rules and Registration

**Attention Buyer:** This application must be completed and submitted to the Delray Villas Plat II Homeowners Board of Directors 30 days prior to occupancy. Owners with two (2) house cats should complete this form for each house cat.

<b>Owner Name(s):</b>	1.	2.				
<b>Plat 2 Address:</b>						
<b>License Tag No.</b>						
<b>Dog or Cat</b>		<b>Pet Name</b>			<b>Breed</b>	
<b>Sex</b>		<b>Wt.(lb.)</b>		<b>DOB</b>		<b>Date of Last Rabies Vaccine</b>
<b>Check one:</b>	<b>Neutered: Yes ( ) No ( )</b>					
<b>Veterinarian's Name:</b>					<b>Tel.</b>	

### Pet Rules:

- 1) No pet is allowed in excess of 25 lbs. at full maturity. No pet shall be bred or maintained for any commercial purpose
- 2) No more than one (1) dog pet per household. However, two (2) house cats are allowed. All pets must be registered **at all time for** Plat II record filing.
- 3) Pets shall not be allowed to run at large within Common Areas, shall not be tied or secured to any fixed object in Common Areas
- 4) Pets shall at all times be under the control of the owner or custodian of the pet
- 5) Pets must be leashed when outside of their home
- 6) While walking your pet outdoors you must pick-up after your pet
- 7) Residents agree that pets are not to disturb the rights, comforts and convenience of your neighbors
- 8) Residents and their guests with pets visiting for more than 7 days shall be required to notify the Homeowners Association within the three days of occupancy
- 9) A copy from your vet showing your pet has been vaccinated and weighs below 25 lbs.
- 10) Follow Palm Beach County Ordinance, currently or as amended Chapter 4, Sections 4.10, 4.11, Dog and Cat rabies/license tags

**Acknowledgement:** By signing below, I hereby agree and certify that I have read, understood and agree to abide by the above Rules and understand that I am fully liable for the actions of my pet and responsible for any damages or costs incurred and will be assessed these amounts.

I certify that all information submitted is true and I understand that any false or misleading information constitutes grounds for revocation of my right to house a pet on subject property.

**Owner (1) Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Owner (2) Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# DELRAY VILLAS WEST TOWNHOUSES HOA, PLAT II

Authorization Form

To

**LIST CONTACT INFORMATION IN ONLINE PHONEBOOK**

And

**RECEIVE NEWSLETTER BY EMAIL OR ON PLAT II WEBSITE**

Homeowners or annual renters who wish their contact information to be listed in our online phone book must complete this form.

**Plat II**

\_\_\_\_\_

**Address:**

\_\_\_\_\_

**List Name(s)**

\_\_\_\_\_

**Check contact preferences to include:**

- Full name of owner occupant(s)
- Plat II Address
- Email address
- Mobile phone number
- Home phone number
- Work phone number

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**The Grapevine Newsletter Delivery Choices:**

To note, The Grapevine Association quarterly newsletter will always be available on our website.

- Receive newsletter via email / website
- Receive newsletter by paper delivered to your door

For Approving the preferences and choices shown above:

**Signature:**

\_\_\_\_\_

**Signature:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**ANNUAL LEASE RENEWAL NOTICE**

**CONTINUOUS YEAR TO YEAR**

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Homeowners planning on renewing staying on tenant(s) annual leases or signing multi-year leases must comply with this notice from Platt II Board's Appointed Interview Screening Committee. Homeowners/Landlords must abide by the Plat 2 Rules and Restrictions and Rental Section 10 of the 2015 Amended Bylaws. Equally applicable are the rules shown below,

Specifically:

1. A continuing lease or lease renewal presumes no change in occupancy status or personal information of occupant(s). Further, all forms in the original Plat 2 application are automatically considered extended for the new lease period. The forms include and are not limited to the documents mentioned here: Notice of Intent to Lease Premises, Occupant Age Verification Form (for updated valid driver's license or any government issued photo ID showing D.O.B.), Disclaimer Acknowledgement Form, Emergency Information Sheet, and an Association Lease Addendum.
2. We need to be notified not less than 30 days by a homeowner of the intent to renew the lease. Only the Annual Lease Renewal form is to be signed by owner(s) and tenant(s), unless changes were made to any of the other forms.
3. Landlord and Tenant both accept all terms of the Association Lease Addendum, namely, Delray Villas West Townhouses Homeowners Association, Inc, to remain in effect as of the original Lease period terms extended to the new annual period term agreement.

Any changes in any of these forms must be returned to the Interview / Admission Committee with a copy of the renewed lease (if) updated agreement terms.

In addition, the renter must:

- Meet the 55 or over rule;
- Other occupants must be 18 and over and meet the requirements of Rental Occupancy as defined in the Bylaws;
- Have no more than one dog weighing 25 lbs or less; or two (2) house cats allowed.
- And not have a commercial vehicle for parking in the driveway.

In summary, Homeowners are expected to follow these rules for lease renewal. Also, please keep in mind that these prerequisites have been put in place to ensure the continued safety and security of our community.

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Signature of Renter(s)

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Signature of Owner / Representative

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Signature of Renter(s)

---

Signature of Owner / Representative

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Date

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Date

**DELRAY WEST TOWNHOUSES HOMEOWNERS ASSOCIATION, INC**

**Mandatory Lease Addendum**

This LEASE ADDENDUM (the "Addendum") to that certain Lease dated \_\_\_\_\_  
(the "Agreement"), by and between \_\_\_\_\_ ("Owner or "Lessor") And  
\_\_\_\_\_ ("Tenant"), as an addendum to the Lease  
Agreement for the property located at \_\_\_\_\_,  
(the "Property") within Delray West Townhouses Homeowners Association, Inc. (the "Association"), is made and  
entered into by the aforementioned parties as of this day: \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_,

**WITNESSETH:**

WHEREAS, the Lessor and Tenant are about to and/or have heretofore executed the Lease; and  
WHEREAS, the parties desire to add to and modify the provisions of the Lease as hereinafter set forth;

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00) and the mutual covenants herein  
exchanged, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the  
parties do hereby recite and agree as follows:

1. **Recitals.** The statements contained in the recitals of fact set forth above are true and correct, and  
are, by this reference, made a part of this Addendum.

2. **Governing Documents.** Tenant hereby acknowledges that the Property is subject to the Declaration of  
Condominium, **Articles of Incorporation, Bylaws, and Rules and Regulations**, (hereinafter the "**Governing  
Documents**") the Association. Tenant further acknowledges having received a complete copy of the **Governing  
Documents**. Tenant hereby agrees to comply with and abide by all of the provisions of the **Governing  
Documents** of the Association, together with any and all amendments thereto. Tenant acknowledges that the **Governing  
Documents** are applicable and enforceable against any person occupying or visiting a leased Property to the same  
extent as against an owner, and a covenant shall exist upon the part of each such Tenant, his house members,  
residents, guests and/or visitors and invitees, to abide by the **Governing Documents**.

3. **"55 or Older" Restriction.** Tenants acknowledges that the Association is a "55 or Older"  
community, and is therefore considered housing for older persons under the Housing or Older Persons Act of 1995  
and other related laws. Tenant agrees to abide by the Association's **Governing Documents** related to its status as  
housing for older persons, and represents and warrants that Tenants age verification information is true and  
correct.

4. **Representations and Warranties.** Tenant and Owner acknowledge that prior to the Association  
approving Tenant occupying the Property pursuant to the Lease, Tenant submitted an application disclosing  
personal information regarding Tenant. Tenant also consented to and the Association performed a background  
check, including criminal background check, as well as conducted

an interview of Tenant. Tenant further represents and warrants that as of the date of the execution of this Addendum, Tenant did not request nor require any accommodations under state or federal housing laws. The Association's approval of Tenant is based on the truth and accuracy of Tenant's application, and disclosures made during the interview process, if any. Should the Association discover that any of the information contained in Tenant's application is materially false, whether intended or otherwise, or if Tenant made any false statements of material fact during the interview, then the Association may declare Tenant in violation of the Governing Documents and breach of this Addendum, and terminate the same in accordance with the terms hereof.

5. **Residential Use and Occupancy.** The Property may not be used for hotel, transient, temporary housing purposes or commercial purposes of any kind. Unless the Governing Documents provide otherwise, the Property may only be used for residential purposes, as defined by County and State law.

6. **Sublease:** No subleasing is permitted.

7. **Condition of Property:** Tenant agrees: to keep the Property in good order and clean condition; to make no alteration, additions, or changes to the Property, without the Consent of the Owner and the Association; and to commit no waste thereon.

8. **Failure to Comply/Termination.** In the event of a default of any term of the Lease, by the Tenant, his house members, residents, guests and/or visitors, or upon a violation of any provision of the Governing Documents, in addition to any enforcement action the Association may take against the Owner, the Association shall have the right to terminate the Lease, after 7 days notice to the Owner and Tenant, and either party's failure to cure the default and/or violations.

9. **Association as Lessor's Attorney-in-Fact.** In order to facilitate the Association's duty to maintain a community of congenial residents and occupants of the units and to protect the value of the units and property of the Association and the owners as a whole and further continuous harmonious development of the community, the Lessor constitutes and appoints the Association as its true and lawful attorney-in-fact with the full power of substitution to: (1) evict Tenant for any violation of the Governing Documents and/or a breach of the terms of this Addendum; (2) to employ such attorneys, agents, or professionals as shall be required for such purposes; (3) to collect, settle or compromise all outstanding payments due from Tenant in connection with the Property; (4) to prosecute and defend all actions or proceedings in connection with the Property and the eviction of the Tenant; and (5) to do every act with Lessor might do in its own behalf to fulfill its obligations under the Governing Documents and bestowed by Florida Statutes. Lessor and Tenant hereby agree and acknowledge that this power of attorney, which shall be deemed a power coupled with an interest, cannot be revoked.

10. **Demand for Rent from Tenant.** Owner and Tenant acknowledge that it is the responsibility of the Owner to pay all Association fees, assessments and other charges assessed against the Property or Owner in accordance with the Governing Documents. In the event that the Owner fails to pay any monetary obligation to the Association when due, upon notice to the Tenant, the Tenant shall pay rent directly to the Association, which shall be applied to the Owner's delinquent account. Said payments shall continue to be made by the Tenant in lieu of rent or any other payment to the Owner until the Tenant receives notice from the Association in writing that the Owner's account is paid in full and current. Tenant shall receive all protections afforded to Tenants under Section 720.3085, Florida Statutes for complying with the Association's demand for rent, including immunity from any claim by the Owner related to the

Tenant's timely payment of rent to the Association. The Tenant's failure to pay the Association as required herein after receiving notice requiring the same shall be deemed a breach of Lease, entitling the Association to evict the Tenant as authorized by this Addendum, Section 720.3085, as may be amended from time to time, and other applicable Florida law. Any payments submitted by the Tenant to the Association in excess of the delinquent amount will either be credited to the Owners account or returned to the Owner. Should any check from Tenant be returned for insufficient funds, the Association shall have the right to demand Tenant deliver all future payments in the form of a cashier's check or certified funds and Tenant shall reimburse the Association for any bank charges related to such returned check. Failure to replace a returned check with a cashier's check or certified funds shall be deemed a breach of Lease, entitling the Association to evict the Tenant as authorized by this Addendum and Florida law.

11. **Right of Eviction.** The Association shall have direct and immediate right to evict any and all Tenants due to nonpayment by Lessor and/or Tenant of any amounts due the Association including without limitation assessments, fines for violations, application fees, or other such amounts due from Lessor and/or Tenant to the Association. The Association shall have the right to fine Tenant directly for violations of the Governing Documents. The Association shall have the right to require Tenant to place an additional security deposit directly with the Association prior to Tenant's occupancy, in amounts reasonably determined by Association, which may be used by the Association to reimburse Association for nonpayment of any amounts due the Association, including without limitation assessments, fines for violations, or other such amounts due from Lessor or Tenant to the Association, including attorneys fees and costs. Said Security deposit may also be used to offset the costs to repair any damage caused to Association property, Tenant, his house members, residents, guests and/or visitors and invitees.

12. **Conflicts.** In the event that there is a conflict between this Lease Addendum and the Lease Agreement, this Lease Addendum shall prevail.

13. **Injunctive Relief.** Tenant and Lessor agree that money damages would not be sufficient remedy for any breach of the Lease or violation of the Governing Documents and that, in addition to all other remedies, the Association shall be entitled to injunctive or other equitable relief as a remedy for any such breach or violation of the Governing Documents. The Lessor agrees to assign to the Association any and all of its rights which the Association may deem necessary to obtain such injunctive relief upon written demand by the Association, and the Tenant hereby agrees to consent to such assignment. Lessor hereby agrees that in the event that it shall become necessary for the Association to cause the Tenant to be removed from the Property by initiating an action for injunctive relief against the Lessor, the Lessor shall be responsible for all costs, charges and expenses of the Association in connection with such action, which shall be added to and become part of the assessment (as that term is defined in the Declaration) against that Lessor's home secured by a lien upon the Property.

14. **Enforcement.** Lessor and Tenant shall be jointly and severally liable for all of Association's attorneys' fees and costs related to the enforcement of this Addendum and/or the Lease, both pre-suit and incurred in litigation, whether incurred in an action for eviction of the Tenant, injunctive relief, or any other cause of action or remedy available to the Association under applicable law. Owner acknowledges and agrees that if the Owner does not pay the Association's attorney's fees and costs incurred to enforce this Addendum within 30 days of the Association's written demand for payment of same, the Association shall be entitled to record a claim of lien against the Property for those amounts claimed to be due and owing and foreclose said lien in the same manner as assessments pursuant to Section 720.3085, Florida Statutes. Should the Association be forced to institute action herein, venue shall be in a state court of competent jurisdiction in Palm Beach County.

15. Notices. Any notice to the Owner and/or Tenant which the Association desires to give regarding the matters referred to in this Lease Addendum shall be by USPS certified mail, return receipt requested to the Property address, or such other address as the Owner or Tenant shall have designated in writing and sent to the Association by USPS certified mail, return receipt requested.

16. Disclaimer. Owner and Tenant acknowledge that by execution hereof, the Association shall only be considered a party to this Addendum and a third party beneficiary of the Lease. The Association shall not otherwise be considered a landlord under Chapter 83 and specifically has no obligations to Tenant, including under Section 83.51, Florida Statutes, as may be amended from time to time. Tenant acknowledges that Tenant does not, by virtue of payment of any monetary obligations of Owner, or otherwise, have any of the rights of a Unit Owner to vote in any election or to examine the books and records of the Association.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first above written.

	Signature	Print Name
Tenant		
Tenant		
Landlord		
Landlord		

Delray West Townhouses Homeowners Association, Inc.

By:

*Scott Bradley (2025)*

Title: President

*Linda Downs (2025)*

Attest:

Title: Secretary

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## ARTICLE 10 OF PLAT II REVISED DECEMBER 2015 BYLAWS

**10. LEASING OF HOMES.** In order to foster a stable residential Community and prevent a motel-like atmosphere, the leasing of Homes by their Owners shall be restricted as provided in this Section. All leases of Homes must be in writing. An Owner may lease only his entire Home, and then only in accordance with this Section, after receiving the approval of the Association. The lessee must be a natural person as opposed to an artificial entity such as a corporation, partnership, trust, etc. The Owner of a leased Residence shall be jointly and severally liable with his lessee for compliance with the Association's Governing Documents, and to the Association to pay any claim for injury or damage to property caused by the negligence or intentional act of the lessee or person(s) occupying the Residence with the lessee, or guest or invitee of the lessee. Every lease shall be subordinate to any lien filed by the Association whether before or after such lease was entered. Furthermore, it is the intent of this Section to impose an affirmative duty on Owners to fully inform the Association of any proposed changes in occupancy of a Lot for the purpose of facilitating the management of the Community and the accuracy of Association membership records, as well as to further the general welfare and safety of the Community at large. The following also applies to any new occupant of a Residence that was not approved under the existing lease of the Home.

**10.1 Application and Approval for Leasing.** All leases and lease renewals shall be subject to prior written approval of the Association. Approval shall not be unreasonably withheld, but shall be subject to denial for the reasons specified in this Section 10. No Lot Owner shall lease or propose to lease a Home to a person or person in violation of the age limitations and restrictions set forth in this Declaration (hereafter the "Age Limitation").

(A) Timeframe to Submit Application for Approval. Within a reasonable time, not less than thirty (30) days prior to the commencement of the proposed lease term, an Owner or his agent shall apply to the Association for approval of such lease. If desired, the Board or its managing agent may prescribe the application form. The Board may require the use of a uniform lease or require the addition of an addendum, protecting the Association's interests. It shall be the Owner's obligation to furnish the lessee with a copy of the governing documents of the Association, including the Declaration and applicable Rules and Regulations.

(B) Waiver of Application Requirement. The Association may waive the application requirement if the tenant/tenants has/have resided in the Home pursuant to an approved lease prior to the effective date of the instant lease. However, this shall not be construed as to allow leasing, renting or occupancy by persons other than permitted guests without the advance written approval of the Board. Any such waiver may, however, at the discretion of the Board of Directors, be contingent upon and subject to an updated background check and the results of such updated background check.

(C) Interview of Prospective Tenant & Background Check. The Owner or the intended lessee shall furnish to the Association such information as Association may reasonably require, including a true, correct and complete copy of the proposed lease and age verification form for each intended occupant. The prospective lessee (as well as all intended occupants of the Home) shall make himself or herself available for a personal interview, if desired by the Board, prior to the approval of such lease. The Association may require a background investigation as to the proposed lessee (including all intended occupants of the Home) finances, credit history, criminal history, residential history or otherwise. The Association may charge a fee for the each proposed occupant of the Home to perform a background investigation, with said fee to be determined by the Board.



**10.2 Disapproval of Lease.** It shall be the duty of the Association to notify the Owner of approval or disapproval of such proposed lease/lease renewal within thirty (30) days after receipt of the application for lease on any prescribed form, completed with all required information, and the personal interview of the proposed lessee and proposed occupants, whichever date last occurs. Failure of the Association to respond in writing within thirty (30) days shall be deemed to constitute approval. Approval of the Association shall be withheld only if a majority of the entire Board so votes. If the Association disapproves a proposed lease or renewal, the lease shall not be made or renewed. Any rental of a Home made in violation of this Declaration shall be voidable and the Association may act as agent for Owner and invoke any remedies provided by law, including but not limited to, the initiation of immediate eviction proceedings to evict the unauthorized persons in possession in accordance with Florida's landlord tenant statute, currently Chapter 83. The

Association shall neither have a duty to provide an alternate tenant nor shall it assume any responsibility for the denial of a lease application. The Board may consider the following factors and may confer with counsel in reaching its decision.

**10.3 Grounds for Disapproval of Lease.** The following may be deemed to constitute good cause for disapproval:

(A) The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval intends to conduct himself or herself inconsistently with the Declaration, Bylaws, Articles of Incorporation, or the applicable Rules and Regulations of the Association, as they may be amended from time to time, or the occupancy would be inconsistent with the aforementioned documents;

(B) The person seeking approval ("person seeking approval" shall hereinafter mean all proposed occupants under the lease) does not comply with the Age Limitation;

(C) The prospective lessee or any of the proposed occupants has been convicted of a misdemeanor or felony involving theft or violence to persons or property, or demonstrating dishonesty or moral turpitude, or involving sale or possession of a controlled substance or is a registered sexual offender or sexual predator under Florida Law. For purposes of this provision, "conviction" shall mean the result of a criminal trial or legal proceeding (including a plea), which results in a judgment or sentence that the individual is guilty of committing a misdemeanor or felony under any state's or foreign jurisdiction's penal laws. In the event the conviction or convictions is/are more than 10 years prior to the date of application, the Association may elect to waive this basis for denial at its sole discretion depending on the nature and number of convictions;

(D) The person seeking approval has a record of financial irresponsibility, including without limitation, bankruptcies, foreclosures or bad debts;

(E) The Owner allows a prospective lessee to take possession of the premises prior to written approval by the Association as provided for herein;

(F) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities or associations;

(G) The person seeking approval failed to provide the information, fees or appearance requirement to perform an interview in order to process the application in a timely manner;

(H) The Owner and/or tenant(s) failed to execute a uniform lease or addendum required by the Association pursuant to this Section;

(I) The Owner and/or tenant(s) have failed to pay the Association the damage deposit required by Section;

(J) All assessments, fines and other charges against the Lot have not been paid in full, and/or the Home (and/or the Owner(s) thereof) is/are in violation of any of the provisions of the Governing Documents, including the Declaration and/or applicable Rules and Regulations; provided however, the Association may grant approval for the proposed lease/renewal subject to payment in full of all outstanding assessments, fines and/or other charges, or correction of any outstanding violations, as appropriate, as a condition of the approval.

**10.4 Limit on Leasing During the First (1<sup>st</sup>) Year of Ownership.** No Owner may lease the Owner's Lot during the first (1<sup>st</sup>) year period of Ownership measured from the date the Owner received title to the Lot. After the first (1) year period of Ownership, an Owner may lease the Owner's Lot subject to the tenant approval and screening process and the other requirements and limitations of the Declaration and Rules and Regulations, as the same may be amended from time to time. If a Lot is leased, and the Owner seeks to sell or otherwise convey the Lot, the Owner shall, prior to closing and conveyance of the Lot, terminate the lease and remove the tenant(s). A purchaser may not purchase a Lot subject to an existing lease because purchasing a Lot subject to an existing lease would violate the prohibition on leasing during the first (1<sup>st</sup>) year period of Ownership. Notwithstanding the foregoing, if either the Association or an institutional lender takes title to a Lot by foreclosure or deed-in-lieu of foreclosure, this paragraph shall not apply to either the Association or said institutional lender. If an Owner transfers an interest in a Lot to a third party, the 12-month restriction on leasing in this paragraph shall not apply if the transfer is to a spouse, or trust created for estate planning purposes and the Owner is the Owner of the trust.

**10.5 Duration of Leases.** Once eligible to lease, no Home may be leased more often than one (1) time in any calendar year, with the minimum lease term being six (6) months. For purposes of this restriction, the first day of occupancy under the lease shall conclusively determine in which year the lease occurs. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted. However, the Board may, in its discretion, approve the same lease from year to year. No subleasing or assignment of lease rights by the lessee is allowed.

**10.6 Damage Deposit.** As a condition of approval of a proposed lease, the Association may require the Owner or tenant(s) to pay to the Association a damage deposit in the amount of \$500.00 to be held by the Association in a non-interest bearing account, to be utilized by the Association in the event the Owner's tenants, or the tenants' guests, invitees or any other person or persons occupying the Home, cause damage to any property owned by the Association for the common use and enjoyment of the Owners. A majority of the Board of Directors may change the amount of the damage deposit from time to time without the need to amend this paragraph so long as the damage deposit does not exceed one (1) month's rent of the subject lease.

**10.7 Exceptions.** Upon written request of an Owner, the Board of Directors may approve one additional lease of the Home within the same calendar year, but only under unusual circumstances to avoid undue hardship and inequity.

**10.8 Occupancy During Lease Term.**

(A) When a Home has been leased for a period of one (1) year, the Home may be occupied by the lessee and his family, as the term "family" is defined in Section 1.12, above; however subject to the restrictions set forth in the Age Limitations contained herein

(B) When a Home has been leased for a period of less than one (1) year, no one but the lessee and that person's spouse, if any, may occupy the Home during the term of the lease.

(C) Guests may occupy leased Homes when the lessee is in residence. The total number of house guests in a leased Home is limited to two (2) persons. Such guests may stay for a period not to exceed ten (10) days, and the number of occasions for this type of guest occupancy shall be limited to once during the lease term.

**10.9 Occupancy in Absence of Lessee.** If a lessee absents himself from the Home for any period of time during the lease term, his family authorized to occupy the Home by Section 10.8 above who were disclosed on the application for approval to lease, approved, and who are already in residence, may continue to occupy the Home and may have house guests subject to all the restrictions in Sections 10.8 above. If the lessee and all of the family members mentioned in the foregoing sentence are absent, no other person may occupy the Home.

**10.10 Use of Common Area and Association Property.** To prevent overtaxing the facilities, an Owner whose Home is leased may not use the recreation or parking facilities during the lease term.

**10.11 Regulation by Association.** All of the provisions of the governing documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a Home as a lessee or guest to the same extent as against the Owner. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the governing documents, designating the Association as the Owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not.

**10.12 Unapproved Leases.** Any lease of a Home not approved pursuant to this Section 10 shall be void and unenforceable unless subsequently approved by the Board.

**10.13 Unapproved Occupancy.** A person residing in a Home for longer than thirty (30) days where the Owner is not present and who is not otherwise been approved for Occupancy in accordance with this Section 10 shall be deemed an unapproved tenant leasing the Home (regardless of whether a lease exists or rent is paid). Said unauthorized occupant shall therefore be subject to all of the requirements of this Section, and may be evicted from the Home if that Occupant fails to comply with this Section in the same manner as a tenant under Chapter 83, Florida Statutes. Notwithstanding, an Owner may permit members of the Owner's immediate family ("immediate family" is defined as parents, children, brothers, or sisters of the Owner) to reside in the Owner's Home with or without the Owner being present, on a guest basis, i.e., up to 30 consecutive days. Further, the Owner is in all events responsible for all conduct of occupants.

If the Owner is not in residence, then the Owner may not permit any immediate family to occupy the Home for more than 30 consecutive days in any 12 month period. If the Owner is not leasing the Home to an immediate family member, such occupancy by an immediate family member as a guest is not restricted as a lease. However, the Association Board may require the family members to complete an application for guest occupancy, and age verification form, as well as require the Owner to provide the Association with reliable verification (as determined by the Board) that an occupant is a bona fide immediate family member. If the family member violates the Association's governing documents during his or her stay, the Association shall be entitled to all remedies provided by these Governing documents, including this Section 10, and under Florida law as amended and supplemented from time to time. Further, this paragraph shall be subject to the Age Limitation, and to the extent an Owner's immediately family's occupancy is inconsistent with that restriction, the Age Limitation shall control so as to preserve the Association's status as a 55 or older community. If the Association observes that a Home is occupied by people other than the Owner, based on change in vehicles, or other observations, the Owner and the guests of the Owner or occupants of the Home shall promptly comply with this Section 10, or be deemed an unapproved tenant subject to eviction as set forth in this Section 10.

**10.14 Collateral Assignment of Rents.** In the event an Owner is in default in payment of assessments for common expenses or any other monetary amounts owed to the Association, the Association shall have the authority to collect rents directly from the Owner's tenant. Upon demand by the Association the tenant shall pay said rent to the Association. Such rental payments shall be collected in accordance with the procedures established by the Board of Directors and applied in the same manner specified in this Declaration for payment of assessments until all past due amounts are paid in full. In the event such tenant fails to remit said rents directly to the Association within seven (7) days (but no later than the day the next rental payment is due) from the day the Association notified such tenant in writing that the rents must be remitted directly to the Association, the Association shall have the right to terminate the lease and evict the tenant in the same manner as a landlord under Chapter 83, Florida Statutes. For the purpose of such eviction, the Association shall be deemed to be an agent of the landlord. The authority and remedies granted in this Section is in addition to any authority or remedies granted by law to the Association.

## **Background Check Service Referral**

**(Other Credit Reporting Services Are Equally Accepted)**

Associated Credit Reporting, Inc.  
8795 W. McNab Rd.  
Tamarac, FL 33321

(954) 543-9400

Referred by: Steven R Braten, Esquire (Delray Villas Plat II Attorney)