

**MODERN VILLAS
HOMEOWNERS' ASSOCIATION INC.,
LEASE APPLICATION PACKAGE**

Dear Applicant;

Please complete all paperwork in full and submit a \$150 non-refundable processing fee per applicant and \$50 background/credit check fee per adult made payable to:

**Modern Villas Homeowners' Association, Inc.
c/o Soleil Property Management
PO Box 212964
Royal Palm Beach, FL 33421**

NOTE: All resident(s) 18+ years of age are subject to background screening and an additional \$50 per applicant is required.

Checklist for application processing:

- ☐ Executed "Application for Occupancy"
- ☐ Copy of Lease Contract
- ☐ Addendum to Lease signed by Lessor/Lessee
- ☐ Legible copy of each tenant's Drivers License or Photo ID
- ☐ Signed by all applicants: Rules and Regulation Acknowledgement
- ☐ Residential Screening Request(s)
- ☐ Disclosure and Authorization Agreement

Application must be submitted a MINIMUM of 14 days prior to intended occupancy. Occupancy prior to approval is strictly prohibited. Interview is required.

If you have any further questions please feel free to contact us at 561-225-1524.

Thank you for your anticipated cooperation,

Very truly yours,

Modern Villas Homeowners' Association, Inc.

Soleil Property Management
As authorized agent for the Board of
Modern Villas Homeowners' Association, Inc.

Initial _____

Initial _____

**MODERN VILLAS
HOMEOWNERS' ASSOCIATION INC.,**

Application for Occupancy Notice

NO PETS

Only state certified service animals are permitted.

Initial _____

Initial _____

**MODERN VILLAS
HOMEOWNERS' ASSOCIATION, INC.
CONFIDENTIAL APPLICATION FOR OCCUPANCY**

To the members of MODERN VILLAS HOMEOWNERS' ASSOCIATION

Request is hereby made by the undersigned for occupancy in Modern Villas Homeowners Association. The undersigned agrees to accept occupancy in accordance with the terms and provisions of the Association as contained in the Rules & Regulations, the Declaration of Covenants and Restrictions, its attachments and exhibits thereto, as they may be amended from time to time.

(Please Print)

Date: _____

Name of Applicant

DOB:_____ **SSN:**_____ **Phone**_____

Single___ **Married**___ **Separated**___ **Divorced**___

Name of Co-Applicant

DOB:_____ **SSN:**_____ **Phone**_____

Single___ **Married**___ **Separated**___ **Divorced**___

Number or people over the age of 18 years who will occupy_____

Number of children who will occupy_____ **Ages**_____

PART I – RESIDENCE HISTORY

Current Address_____

Phone_____ **Dates of Residency: from**_____ **to:**_____

Name of Landlord or Mortgagee:_____

Previous Address_____

Phone_____ **Dates of Residency: from**_____ **to:**_____

Name of Landlord or Mortgagee:_____

Initial _____

Initial _____

PART II – EMPLOYMENT HISTORY & BANK REFERENCES

Applicant Employer: _____ Phone: _____

How long? _____ Position _____ Approx. mo. Income _____

Address: _____

Co-Applicant Employer: _____ Phone: _____

How long? _____ Position _____ Approx. mo. Income _____

Address: _____

Bank Reference _____ Phone: _____

Address: _____

How Long: _____ Checking account No: _____

VEHICLES ON PREMISES

NUMBER OF CARS _____ (only **TWO parking spaces are assigned per unit**,) which is the driveway to the unit). Absolutely no commercial vehicles, boats, motor homes, trailers, campers and the like are permitted to park on the property, except to render service to a residence or to load or unload.

MAKE _____ MODEL _____ YR _____ LISC PLATE# _____ STATE _____

MAKE _____ MODEL _____ YR _____ LISC PLATE# _____ STATE _____

1ST APPLICANT'S DRIVERS LICENSE NUMBER _____ STATE _____

2ND APPLICANT'S DRIVERS LICENSE NUMBER _____ STATE _____

IF THIS APPLICATION IS NOT LEGIBLE OR IS NOT COMPLETELY AND ACCURATELY FILLED OUT, MODERN VILLAS HOMEOWNERS ASSOCIATION. OR MANAGEMENT WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY INACCUATE INFORMATION IN THE INVESTIGATION AND RELATED REPORT (TO THE ASSOCIATION CAUSED BY SUCH OMISSIONS OR ILLEGIBILITY.

BY SIGNING, THE APPLICANT RECOGNIZES THAT THE ASSOCIATION, MANAGEMENT OR AGENCY MAY INVESTIGATE THE INFORMATION SUPPLIED BY THE APPLICANT AND A FULL DISCLOSURE OF PERTINENT FACTS MAY BE MADE TO THE ASSOCIATION. THE INVESTIGATION MAY BE MADE OF THE APPLICANT'S CHARACTER, GENERAL REPUTATION, PERSONAL CHARACTERISTICS, CREDIT STANDING, POLICE ARREST RECORD AND MODE OF LIVING AS APPLICABLE.

SIGNATURE OF
APPLICANT _____ DATE _____

SIGNATURE OF 2ND
APPLICANT _____ DATE _____
(IF NOT A DEPENDENT CHILD)

Initial _____

Initial _____

Three Personal References:

Name_____

Address_____

Phone No.: _____

Name_____

Address_____

Phone No.: _____

Name_____

Address_____

Phone No.: _____

PART III – ACKNOWLEDGEMENT

1ST APPLICANT: Have you ever been convicted or pled guilty to a crime? (Circle one) Yes / No. If yes please state date(s) charge(s) and disposition(s);

2nd APPLICANT: Have you ever been convicted or pled guilty to a crime? (Circle one) Yes / No. If yes please state date(s) charge(s) and disposition(s);

1. I hereby agree for myself and on behalf of all persons who may use the unit which I seek to Lease/Purchase:
 - a. I will abide by all restrictions contained in the By-Laws, Rules & Regulations and Restrictions which are or may in the future be imposed by **Modern Villas Homeowners Association**.
 - b. I understand that no more than two (2) persons per bedroom may reside in the unit, including dependent children.
 - c. I understand that I must be present when any guest, relatives, visitors or children who are not permanent residents occupy the unit or use the recreational facilities.
 - d. I understand that sub-leasing or occupancy of this unit in my absence is prohibited.
 - e. I understand that any violation of these terms, provisions, conditions, and covenants of the **Modern Villas** documents provides cause for immediate action as therein provided or termination of the leasehold under the appropriate circumstances.
2. I have received a copy of the Rules and Regulations: (Circle one) Yes / No.
3. **I understand that I will be advised by the Board of Directors of either acceptance or denial of this application. Occupancy prior to Board approval is prohibited.**
4. I understand that the acceptance for the Lease/Purchase at **Modern Villas** is conditioned upon the truth and accuracy of this application and approval of the Board of Directors. Any misrepresentation or falsification of information on these forms will result in the automatic disqualification of your application. Occupancy prior to board approval is prohibited.
5. I understand that the Board of Directors of **Modern Villas** may cause to be instituted any investigation of my background as the Board may deem necessary. Accordingly, I specifically authorize the Board of Directors, or it's Management to make investigation and that the information contained in this and the attached application may be used in such investigation and that the Board of Directors, Officers and Management of **Modern Villas** itself shall be held harmless from any action or claim by me in connection with the use of the information contained herein or any investigation conducted by the Board of Directors.

*In making the forgoing application, I am aware that the decision of the **MODERN VILLAS HOMEOWNERS' ASSOCIATION** will be final and no reason will be given for any action taken by the Board of Directors.*

Applicant Signature

Date

Joint Applicant Signature (if applies)

Date

WITNESS:

Date

ADDENDUM TO LEASE (if applicable)

1. The Association and/or its authorized agent shall have the irrevocable right to each unit from time to time during reasonable hours as may be necessary for inspection, maintenance, repair or replacement of any common element therein or accessible there from, or for making emergency repairs therein necessary to prevent damage to the common elements or another unit or units.
2. The Lessee agrees not to use the demised premises, or keep anything in the units which will increase the insurance rates of the unit or interfere with the rights of other residents of the Homeowners' Association or any other residents by unreasonable noise or otherwise; nor shall Lessee commit or permit any nuisance, immoral or illegal act in his unit, or on the common elements, or the limited common elements.
3. The Lessee covenants to abide by the Rules and Regulation of the Association and the terms and provisions of the Declaration of Covenants and By-Laws of the Association, and agrees to be bound by the Rules and Regulations and Guidelines of the Association and any other rules which may become operative from time to time during said leasehold.
4. The approval of the proposed Lease Agreement issued by the Association is to be expressly conditioned upon the Lessee's observance of the provisions contained in this Addendum. Any breach of the terms hereof shall give the Association the authority to take immediate steps to terminate the Lease Agreement. The Owner/Lessor acknowledges that he remains ultimately responsible for the acts of the Lessee and Lessee's family and guest and for any cost incurred by Association, including attorney's fees in remedying violations of this Addendum and/or violations of the Association documents.
5. In the event the Owner/Lessor becomes delinquent in the payment of any sums and assessments due to the Association during the term of the Lease Agreement, upon written demand by the Association, Lessee shall pay directly to the Association rental payments due to the Owner/Lessor. The Associations shall be granted the full right and authority to demand and receive the entire rent due from the Lessee and attorney's fees and costs, if any, due to the Association. The balance, if any, shall be forwarded to the Owner/Lessor at such address as the Owner/Lessor may designate in writing. At such time as the delinquency no longer exists, the Association shall cease the demand and payments shall again be made by the Lessee directly to the Owner/Lessor.

Tenant	Date
--------	------

Landlord	Date
----------	------

Tenant	Date
--------	------

Landlord	Date
----------	------

/ Ref# _____

RESIDENTIAL SCREENING REQUEST

First: _____ Middle: _____ Last: _____

Address: _____

City: _____ ST: _____ Zip: _____

SSN: _____ DOB (MM/DD/YYYY): _____

Tel#: _____ Cel#: _____

Current Employer

Company: _____ Tel#: _____

Supervisor: _____ Salary: _____

Employed From: _____ To: _____ Title: _____

Current Landlord/Mortgagee

Company: _____ Tel#: _____

Landlord: _____ Rent: _____

Rented From: _____ To: _____

I have read and signed the Disclosure and Authorization Agreement.

SIGNATURE: _____ **DATE:** _____

DISCLOSURE AND AUTHORIZATION AGREEMENT
REGARDING CONSUMER REPORTS

DISCLOSURE

A consumer report and/or investigative consumer report including information concerning your character, employment history, general reputation, personal characteristics, criminal record, education, qualifications, motor vehicle record, mode of living, credit and/or indebtedness may be obtained in connection with your application for and/or continued residence. **A consumer report and/or an investigative consumer report may be obtained at any time during the application process or during your residence.** Upon timely written request of the management, and within 5 days of the request, the name, address and phone number of the reporting agency and the nature and scope of the investigative consumer report will be disclosed to you. Before any adverse action is taken, based in whole or in part on the information contained in the consumer report, you will be provided a copy of the report, the name, address and telephone number of the reporting agency, and a summary of your rights under the Fair Credit Reporting Act.

AUTHORIZATION

You hereby authorize and request, without any reservation, any present or former employer, school, police department, financial institution, division of motor vehicles, consumer reporting agency, or other persons or agencies having knowledge about you to furnish ScreeningReports with any and all background information in their possession regarding you, in order that your residence qualifications may be evaluated. You also agree that a fax or photocopy of this authorization with your signature be accepted with the same authority as the original.

READ, ACKNOWLEDGED AND AUTHORIZED

Print Name (applicant 1)

Signature

Date

Print Name (applicant 2) if applicable

Signature

Date

Modern Villas Homeowner's Association, Inc.
Uniform Addendum to Lease

_____, Royal Palm Beach, FL _____ (the "Lot")

This UNIFORM ADDENDUM TO LEASE is made and entered this _____ day of _____, 20____, by and between the following parties:

- A. The record title Owners of the Lot, whose name(s) and address are:

Name(s): _____

Address: _____

_____,
hereafter referred to as "Owner"; and

- B. The proposed Lessees/Tenants of the Lot, whose name(s) and current residential address are:

Name(s): _____

Address: _____

_____,
hereafter called "Tenant."

NOTE: "Owner" and "Tenant" are sometimes collectively referred to as the "Parties".

RECITALS: The parties state and affirm as follows:

1. Owner wishes to lease the Lot to Tenant, and Tenant wishes to lease the Lot from Owner, pursuant to the terms and conditions of the Lease agreement between the parties, the terms and conditions of this Uniform Addendum to Lease, and in conformity with all of the requirements of the Declaration of Protective Covenants, Conditions & Restrictions of Modern Villas, ("the "Declaration"), the Articles of Incorporation, By-Laws, and the Rules and Regulations, each as may be amended from time to time, (sometimes collectively referred to as the "Governing Documents") of Modern Villas Homeowner's Association, Inc. (the "Association"), and the parties seek the Association's written consent to the proposed Lease by Tenant.

2. Article VIII, Section A of the Declaration, provides in part as follows: "No Home Owner may dispose of his Home or any interest therein by sale or lease without approval of the Board of Directors of the Association, which approval of the Association shall be obtained in the manner hereinafter provided: . . . any and every time a Home Owner intends to make a sale or lease of his Home, or any interest therein, he shall give written notice to the Association of such intention, together with the name and address of the intended purchaser or lessee and such other information as the Association may reasonably require on forms that are supplied by the Association."

3. If the Tenant and Owner are seeking approval of a lease renewal, then the parties must submit an application to the Board at least thirty (30) days prior to the expiration of the current lease or at

least thirty (30) days prior to the Owner and Tenant executing a lease renewal, whichever comes first.

NOW THEREFORE, the parties, for themselves, their heirs, successors and permitted assigns, with intent to be legally bound, agree as follows:

4. The foregoing Recitals are true and correct and are expressly incorporated herein.
5. This Uniform Addendum to Lease, when fully executed by all parties, shall be attached to and become a part of the Lease agreement between the parties. The terms of this Uniform Addendum to Lease shall prevail and control over any conflicting provision contained in the Lease agreement.
6. The Association's approval shall automatically terminate upon the expiration of the original lease term, unless a renewal is approved in accordance with paragraph 3 above.
7. No lease of a Lot may be made for a period of less than a three (3) months and a Lot may only be leased two times per a calendar year. The Lot shall not be occupied by more than two (2) persons per bedroom.
8. The Lot shall not be sub-let.
9. Notwithstanding anything contained within the lease, the Owner is and remains responsible for all maintenance obligation set forth in the Association's Governing Documents and shall be liable for any and all violations of the Association's Governing Documents.
10. If the Owner is delinquent in the payment of an assessment at the time approval of the proposed Lease of a Lot is sought, the Association shall disapprove the proposed Lease, the Lease will not be made, and no occupancy of the Lot by the proposed Tenant shall be permitted.
11. If the Association approves the proposed Lease, and during the Lease term the Owner becomes delinquent in the payment of an assessment, the Association shall have the authority to directly collect the rental payments from the Owner's Tenant in accordance with Section 720.3085(8), as same may be amended or renumbered from time to time. Owner agrees, for as long as Owner remains delinquent in the payment of an assessment, that Tenant's payment of Rent under the Lease to the Association shall not constitute nonpayment of Rent under said Lease. The Owner irrevocably appoints the Association, without recourse, as Owner's agent and attorney-in-fact in Owner's place and stead to collect from Tenant each installment of Rent due Owner under said Lease, for as long as Owner remains delinquent in Owner's obligations to pay assessments to the Association. Except for accounting to Owner for each installment of Rent received by the Association from Tenant pursuant to these provisions, Association assumes no responsibility to Owner and/or to Tenant as "landlord" under said Lease and/or under Part II of Chapter 83, Florida Statutes. Owner and Tenant acknowledge and agree that provisions of this paragraph create only a facility of payment of Rent owed under the Lease to Owner to be paid directly by Tenant to the Association to be applied toward the Owner's delinquent obligations to the Association to pay assessments to the Association. Owner and Tenant each covenant and agree that they accept the

Association's disclaimer of any responsibility as "landlord" to either party under said Lease and/or Part II of Chapter 83, F.S., and each party agrees to and does hereby indemnify and hold harmless the Association, including attorney's fees at all levels, for any claims arising out of said Lease.

12. It shall be the responsibility of the Owner to provide Tenant with a copy of the Declaration, the Articles of Incorporation, By-laws, and Rules and Regulations of the Association (the "Governing Documents"). Every Lease shall contain or be deemed to contain a provision that the Tenant is subject to the Governing Documents. The Owner and Tenant shall be jointly and severally liable for any costs and expenses, including the Association's reasonable attorney's fees at all levels, whether or not a lawsuit is filed, arising from any violations of the Governing Documents by the Tenant, his family, guests, and invitees. The Association shall have the right to treat any unpaid costs and expenses arising from violations of the Governing Documents as an assessment against the Lot, and shall have all remedies against the Owner and Tenant, jointly and severally, for the collection of delinquent assessments set forth in the Governing Documents. This provision shall survive the termination of the Lease.

13. The Owner and proposed Tenant shall be responsible for the completion and submission of all documents, applications, fees, and deposits, required by the Association in the screening/approval process. No occupancy of the Lot by the proposed Tenant shall occur until the Association has issued its written approval of the Lease to the Owner. Any occupancy of the Lot by the proposed Tenant prior to Owner's receipt of a written approval of Lease, shall be a violation of the Governing Documents, shall require the proposed Tenant to immediately quit and vacate the Lot and/or shall require the Owner to promptly seek the removal of the unauthorized Tenant from the Lot by legal process.

14. In order to determine that the proposed Tenants are familiar with the Association's Governing Documents, the Board of Directors, at its option, shall have the right to require a personal orientation meeting with the proposed Tenants prior to occupancy of the Lot by the Tenants. The Board of Directors may designate a committee or any individual(s) or the property manager to conduct such a meeting.

15. The Tenant(s) agrees not to use the demised premises, or keep anything in the Lot which will interfere with the rights of other residents or the Association or any other residents by unreasonable noises or otherwise; nor shall Tenant commit or permit any nuisance, immoral or illegal act in the Lot, or on the common areas.

16. The Tenant covenants to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration, Articles and Bylaws of the Association, and agrees to be bound by the rules and guidelines of the Association and any other rules which may become operative from time to time during said Lease term.

17. The parties hereto specifically acknowledge and agree that the Association is hereby empowered to act as agent and attorney-in-fact for and on behalf of Owner with full power and authority to take such action as may be required to compel compliance by the Tenant and/or Tenant's family, guests, and invitees with the provisions of the Declaration, its Exhibits, the Florida Statutes Chapter 720 and the Rules and Regulations of the Association.

18. The approval of the proposed Lease agreement issued by the Association is to be expressly conditioned upon the Tenant's observance of the provisions contained in this Addendum. Any breach of the terms hereof shall give the Association the authority to take immediate steps to terminate the Lease agreement and sue for eviction under Chapter 83, Fla. Stat., as if the Association were a landlord under Part II of Chapter 83. The Owner acknowledges that he remains ultimately responsible for the acts of Tenant and Tenant's family, guests, and invitees. Owner agrees that he remains responsible for any costs incurred by the Association, including reasonable attorneys fees at all levels, whether a lawsuit is brought or not, in remedying violations of this Addendum and/or violations of the Governing Documents by Tenant, his family, guests, and invitees.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, this ____ day of _____, 20____.

Signed, sealed and delivered
in the presence of:

_____	Owner: (sign): _____
witness	(print): _____
_____	Owner: (sign): _____
witness	(print): _____
As to Owner(s)	

_____	Tenant: (sign): _____
witness	(print): _____
_____	Tenant: (sign): _____
witness	(print): _____
_____	Tenant: (sign): _____
witness	(print): _____
As to Tenant(s)	

ASSOCIATION:

Modern Villas Homeowners Association, Inc.

By: _____
Print Name: _____
Title: _____
Date: _____