

Tequesta Garden Condominium Association, Inc.

"We're retired from working, but are working at having fun"

UNIT RENTAL PROCESS

The Association office needs the following documents:

- Housing for Older Persons (55+ Community) Rental Application
- \$150 per person application fee (or \$150 for a married couple), payable to Tequesta Garden Condominium Association
- Fair Housing Act (55+ Community) form
- Acknowledgement of Receipt of the Rules and Regulations
- Background Check Authorization form
- A copy of the fully executed lease (to be provided by the owner)
- Tequesta Garden Lease Addendum
- Copy of driver's license

After receiving the above paperwork, an interview with one of the Board members is scheduled at your convenience. All tenants must be present during the interview. The Rules and Regulations will be discussed at this time.

Enjoy Tequesta Garden!

For any questions, please call Daryl at 561-747-1822 or reach us by email at daryl@tequestagarden.com

If the office is closed forms can be dropped into the door mailbox.

5/2024

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HOUSING FOR OLDER PERSONS (55+ COMMUNITY) RENTAL APPLICATION

Unit address: _____

Current address: _____

Tenant(s): _____

Current Mailing Address: _____

Telephone #: _____

Dates of Occupancy: _____

Are you a service member? _____

An interview with a Tequesta Garden Condominium Association Board member is required before occupancy. The Rules and Regulations will be reviewed at that time. Please give us a time and date most convenient for you: _____

If you wish to have the Association communicate with you via email please provide your email address: _____

If you wish to have your telephone number published in the Tequesta Garden phone directory please sign and print your name below indicating your permission.

I acknowledge that in occupying this unit as a tenant I am subject to and agree to abide by the Rules and Regulations of Tequesta Garden Condominium Association, Inc. without reservation.

Signature: _____ Signature: _____
Tenant Tenant

Date: _____ Date: _____

(The above information will be kept confidential)

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FAIR HOUSING ACT (55+ COMMUNITY)

Due to federal legislation, our community must be cautious in age verification procedures to insure its adult-only status. In order to determine whether we can maintain the community as an Adult Community, we need to ascertain the age of prospective occupants in the units.

Property Address: _____

1. Will there be one (1) person occupying the apartment age 55 or over?

Yes _____ No _____

2. Please identify the unit occupant(s) who is/are over 55.

Name: _____

Date of birth: _____

Driver's License No: _____

Car make/model/license plate #: _____

Name: _____

Date of birth: _____

Drivers License No: _____

Car make/model/license plate #: _____

3. Alternatively, if you do not wish to provide the Association with the verification information in Nos. 1 and 2 above, please have this form notarized.

Signature: _____

Signature: _____

Date: _____

Date: _____

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ACKNOWLEDGEMENT **RECEIPT OF "RULES AND REGULATIONS"**

Property Address: _____

I/WE HEREBY ACKNOWLEDGE RECEIPT OF THE TEQUESTA GARDEN CONDOMINIUM ASSOCIATION, INC "RULES AND REGULATIONS."

Print: _____

Print: _____

Signature: _____

Renter

Signature : _____

Renter

Date : _____

Date : _____

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BACKGROUND CHECK AUTHORIZATION

Applicant :

First Name : _____ Middle : _____ Last : _____
Current Address : _____
City : _____ State : _____ Zip Code : _____
Date of Birth : _____ Social Security No: _____

Co-Applicant :

First Name : _____ Middle : _____ Last : _____
Current Address : _____
City : _____ State : _____ Zip Code : _____
Date of Birth : _____ Social Security No: _____

I/We hereby authorize Tequesta Garden Condominium Association, Inc. to run an investigation of my/our background.

Signed: _____ Date: _____
Applicant

Signed: _____ Date: _____
Co-Applicant

5/2024

**ADDENDUM TO LEASE AGREEMENT BETWEEN
LANDLORD(S) AND TENANT(S)**

AND

**ASSIGNMENT OF RENTS FROM LANDLORD(S)
TO COMMUNITY ASSOCIATION FOR AMOUNTS OWED**

The provisions contained herein modify the lease agreement ("Lease") between _____ ("Landlord(s)") and _____ ("Tenant(s)"), entered into on _____, 20__, for the lease of real property located at _____, Unit ____, Tequesta, FL and serve as an agreement between Landlord(s) and Tequesta Garden Condominium Association, Inc. ("Association") to assign rents payable to Landlord(s) pursuant to the Lease from Landlord(s) to Association for past-due and owing assessments, interest, costs and reasonable attorneys' fees, which amounts are due pursuant to obligations of Landlord(s) arising from the Declaration of Condominium, recorded in the Public Records of Palm Beach County, Florida, and all valid amendments thereto.

Execution of this Lease Addendum is a required condition of rental of a Unit, pursuant to the authority of the Association contained in the Declaration.

The Landlord(s) and Tenant(s) hereto expressly agree that the Lease Agreement shall be amended as provided herein and the following terms shall be incorporated into the Lease Agreement. Landlord(s) and Tenant(s) further agree that Association shall be considered a named party to the Lease Agreement and this Addendum for the purpose of enabling Association to enforce the provisions of the Condominium Documents and the covenants of this Lease Addendum. In the event of any conflict between the terms and conditions of the Lease Agreement and this Addendum, the Addendum shall govern the respective rights and responsibilities of the parties hereto. Further, Landlord(s) and Tenant(s) also acknowledge and agree, that in connection with the approval of the lease application by the Association, it will be necessary for the Association to obtain and consider information regarding Tenant(s) and all proposed Occupants of the Unit, Tenant(s) specifically authorizes Association to obtain and consider background information, including financial information, if deemed appropriate by the Association, personal references, and other information deemed relevant by Association.

Further, Landlord(s) and Tenant(s) acknowledge that Association may require an interview with prospective Tenants/Occupants of a Unit, prior to occupancy. Landlord(s) and Tenant(s) agree that no proposed Tenant(s) or Occupant(s) shall take possession of a Unit prior to the approval of the lease application by the Association. Landlord(s) and Tenant(s) represent that all information contained in the application for lease (and supporting materials) submitted to the Association are complete, accurate, and truthful. Landlord(s) and Tenant(s) acknowledge that intentional or negligent material omissions or misrepresentations in the application and supporting materials shall constitute grounds for disapproval of a lease application request, or termination of the lease if such omissions or misrepresentations are discovered after approval thereof.

Further, the parties agree as follows:

1. **USE:** The Tenant(s) (which term shall at all times in this Addendum include all proposed Occupants of the Unit) will use the premises only for single family, residential purposes by Tenant(s) and his or her Family members who have been listed and approved in Tenant's application for Association approval of this Lease. Single Family means one (1) Person or not more than two (2) unrelated Persons living together as a single housekeeping unit or three (3) or more Persons living together as a single housekeeping unit wherein no more than one (1) such Person is not related to all other such persons by blood, marriage or legal adoption. Tenant(s) will make no unlawful, improper or offensive use of the leased property, nor permit the commission of any act which constitutes a public or private nuisance.

2. **COMPLIANCE WITH THE CONDOMINIUM DOCUMENTS:** Any infraction of the provisions or restrictions set forth in the Declaration, the Articles of Incorporation and Bylaws of the Association, and the Rules and Regulations (hereinafter "Condominium Documents") by the Tenants or their Family, Guests or Invitees shall be deemed a breach of the Lease, and Association or Landlord(s) shall have the option to terminate the Lease Agreement and resume possession of the property. Tenant(s) acknowledges, by signing this Addendum that he or she has read, understands, and agrees to abide by the Condominium Documents and that the failure to comply with same may result in various legal remedies, including, without limitation: the suspension of use privileges; the levy of fines; the initiation of legal action in court or arbitration; eviction; and the recovery of attorneys' fees by the Association in any legal action, including evictions or termination of a lease.

3. **ASSOCIATION AUTHORITY TO ENFORCE ADDENDUM TERMS:** Landlord(s) and Tenant(s) further agree that Association may act in its own rights, or in cases where Landlord(s) fails to act in a timely manner, as Landlord's agent, to terminate the Lease and may institute proceedings against Tenant, in Landlord's name, or in Association's name in its own right. In either such case, Landlord(s) shall be responsible to Association for all expenses incurred, including attorneys' fees, without waiver of the right of any action by Landlord(s) against Tenant.

4. **ASSIGNMENT OR SUB-LEASING/RENEWAL:** Assignment of the Lease or sub-leasing of any part of the leased property by the Tenant(s) is prohibited. Renting of rooms and "rent-sharing" is prohibited. The Lease Agreement shall not be renewed or extended. Every lease is a new lease even if the terms and parties to the original lease remain the same.

5. **INSPECTION OF PREMISES:** The Association and Landlord(s) or his or her agent, have and are hereby granted the right to enter the premises at any time for the protection and preservation of the premises, or at a reasonable time and upon reasonable notice for the purposes of inspection; making necessary or agreed repairs, decoration, alterations, or improvements; supplying agreed services (including pest control); or determining the existence of suspected or reported violations of the Condominium Documents.

6. **LIMITATION OF LIABILITY/HOLD HARMLESS AND INDEMNITY:**

The Association shall not be liable to Landlord(s) or to Tenant, or Tenant's Family, agents, Guests, Invitees, employees for damage to Persons or property caused by other Residents or other Persons. Tenant(s) recognizes that Association does not warrant the security of the property, and is not responsible for safety of Tenant, other Unit Occupants, nor their property. Landlord(s) and Tenant(s) jointly and severally agree to indemnify and hold Association harmless from and against any claims for damages to Person or property arising from Tenant's use of the premises, or from any activity or work permitted to be suffered by Tenant(s) in or about the premises. Association shall not be liable for personal injury, or damages to Tenant's personal property from theft, vandalism, fire, water, rain, storms, smoke, explosions, sonic booms, riots or other causes whatsoever unless it is established that Association has been negligent in the maintenance of Common Elements which are the responsibility of the Association, and which negligence is the proximate cause of said damage. Tenant(s) agrees to notify Association immediately upon the occurrence of any injury, damage or loss suffered by Tenant(s) or other Person upon the premises.

7. **DEFAULT/ENFORCEMENT:**

If the Tenant(s) fails to comply with any of the material provisions of the Condominium Documents, or materially fails to comply with any duties imposed on him by the Lease Agreement, this Addendum, or any other statute or law, then within seven (7) days after delivery of written notice by the Landlord(s) or Association specifying the noncompliance and indicating the intention of the Association or Landlord(s) to terminate the Lease Agreement by reason thereof, Association or Landlord(s) may terminate the Lease Agreement. Association and/or Landlord(s) shall have no obligation to allow Tenant(s) to cure such violations if such noncompliance is of a nature that Tenant(s) should not be given opportunity to cure pursuant to Section §3.56 of the Florida Statutes (2020), as amended from time to time, or if the noncompliance constitutes a subsequent or continuing noncompliance within six (6) months of a written warning by Association or Landlord(s) of a similar violation. In such instances, Association or Landlord(s) may deliver a written notice to Tenant(s) specifying the noncompliance and the Association's or Landlord's intent to terminate the Lease Agreement by reason thereof. Examples of noncompliance which are of a nature that the Tenant(s) should not be given an opportunity to cure include, but are not limited to, destruction, damage, or misuse of the Landlord's or Association's property by intentional act or a subsequent or continued unreasonable disturbance. Examples of noncompliance which are of a nature that Tenant(s) will be given an opportunity to cure include, but are not limited to, activities such as having or permitting unauthorized pets, Guests, or vehicles; parking in an unauthorized manner or permitting such parking; or failing to keep the premises clean and sanitary. Landlord(s) and Tenant(s) acknowledge Association may tow away or cause to be towed away vehicles that are parked on Condominium Property in contravention of the Condominium Documents. Landlord(s) and Tenant(s) also recognize that Association shall have the right to terminate the Lease and/or institute evictions or other proceedings against Tenants, for violation of the Condominium Documents as set forth above. Further, the parties recognize that the Association may levy fines against a unit for violation of the Condominium Documents. Fines may be levied for violations, without opportunity to cure. The Association will afford the opportunity for a hearing, as required by law, prior to the levy of a fine. Landlord(s) and Tenant(s) shall be jointly and severally liable for the payment of any fine duly levied by the Association, arising out of the conduct of Tenant, his or her Family, Guests, and

Invitees. The Association, without limiting other remedies, may avail itself to the procedures set forth in Paragraph 9 of this Lease Addendum with respect to the collection of fines.

8. **COSTS AND ATTORNEYS' FEES:** If either the Landlord(s) or the Tenant(s) fails to comply with the agreements, conditions or covenants of the Lease Agreement or this Addendum, including violations of the Condominium Documents, or fail to comply with applicable laws, and court action or arbitration (including actions initiated or defended by Association) is required to resolve any dispute, the prevailing party, including the Association, shall be entitled to costs and attorneys' fees of that action, at the arbitration, trial or appellate levels.

9. **RIGHT TO RECEIVE RENTAL INCOME:** In the event Landlord(s) is delinquent in Landlord's obligation to pay to Association any annual or special assessments, or any installment thereof, Association shall have the right, but not the obligation, to require Tenant(s) to pay said rental installments, or the portion thereof sufficient to pay said delinquent maintenance assessments, directly to Association, upon Association giving written notice of the exercise of such right to Tenant(s) and Landlord. This right of Association is cumulative and in addition to any and all other rights or remedies Association may have against Tenant(s) or Landlord. Failure of Tenant(s) to pay to Association the rental installments, or portions thereof, as specified in said notice, shall entitle Association to terminate this Lease and/or evict Tenant. Tenant(s) shall be entitled to set off against rent payable to Landlord(s) for any and all amounts paid by Tenant(s) to Association hereunder.

10. The Landlord(s) hereby acknowledge and agree that advanced rental payments and last month's rent will not be collected. Landlord(s) expressly consents to and authorizes the Association, its attorney, and agents to contact the Tenant(s) in the event that the Landlord(s) becomes delinquent with his or her obligations to the Association. The purpose of such communication and contact will be to enforce the provisions of this Addendum by providing the Landlord(s) and Tenant(s) the notices described in Paragraph 9 above.

11. **MISCELLANEOUS:**

A. **Binding Effect:** The covenants and conditions contained herein extend to bind the heirs, legal representatives, successors, and assigns of the parties bound by this Lease Addendum.

B. **Waiver:** The failure of Association to enforce its rights as set forth in the Lease Addendum shall not constitute a waiver of the Association's right to do so in any other instance.

C. **Modification:** This Lease Addendum may only be modified by an instrument signed by Landlord, Tenant(s) and Association.

D. **Captions:** The captions contained in this Lease Addendum are for convenience sake only and are not intended to constitute substantive provisions of this Lease Addendum, nor restrict the subject matter hereof.

E. **Gender:** All references to the masculine are intended to include references to the feminine, as appropriate. All singular references are also intended to incorporate plural references, where appropriate.

F. **Governing Law/Venue:** This Addendum is governed by the laws of Florida. Venue for any action lies in Palm Beach County.

G. **Anti-Discrimination Policy:** Association does not discriminate in the terms and conditions of rental of units based upon sex, national origin, race, religion, familial status, or handicapped status.

LANDLORD:

By: _____ Date: _____

TENANT(S):

By: _____ Date: _____

By: _____ Date: _____