

THE VILLAS OF RAINBERRY HOMEOWNERS ASSOCIATION, INC.

APPLICATION FOR APPROVAL TO LEASE

Enclosed you will find a copy of the Rules and Regulations, Article VI: Leases, for The Villas of Rainberry Homeowners Association, Inc., a Florida corporation (Homeowners Association), which states the regulations for owners who wish to apply for approval to rent their property. Please read these rules and keep for your records. The following is required for the processing of any rental property:

1. Fill out the Landlord Leasing form in its entirety for the prospective tenant. The Landlord Leasing form must be submitted to the Homeowners Association
2. A background check will be required for *each* prospective tenant 18 years of age or older. The cost is **\$100** for each adult tenant appearing on the lease, payable by check made payable to **The Villas of Rainberry HOA**. The background check must be completed, reviewed and approved **PRIOR** to the signing of the lease. The individual names to be checked will be taken from the information on the Landlord Leasing form. After the background check is completed the Owner will be contacted by the Homeowners Association with the results. Please make additional copies of the **TENANT BACKGROUND INQUIRY RELEASE** form included in this packet as needed.
3. Upon receipt of a completed Application for Approval to Lease and upon completion of background checks, the Homeowners Association shall determine whether to approve or deny the application. If approved, the approval is conditioned on receipt by the Homeowners Association of a copy of the signed Lease Agreement, Rules and Regulations Agreement, Pet Addendum, and Drug Crime Free Addendum. All must be submitted to the Homeowners Association **PRIOR** to the tenant occupying the residence.
4. Only after steps 1 thru 3 are completed and approved can the tenant occupy the residence.

The above provisions must be followed by each owner who rents or intends to rent his property. In the event that these requirements are not met or that an owner has a tenant residing on his property as a rental without disclosing the fact to the Homeowners Association, the Association may take such further action that it deems necessary against the Lessor (owner) and Lessee/Tenant to obtain appropriate approval or for eviction. Any infraction of the requirements specified in the Covenants, Articles of Incorporation, Bylaws of Rules and Regulations is a finable offense. All owners not complying will be subject to fines as provided for in Article XIII, Section 2, (B) of Declaration of Covenants, Conditions and Restrictions of The Villas of Rainberry and will be turned over to the HOA's attorney for collection by any means appropriate.

No additional persons (parties not covered by this application) may move into the property unless expressly authorized in writing by the property owner (landlord). Additional tenants must complete a Tenant Application, undergo a background check and receive approval by the Villas of Rainberry HOA.

THE VILLAS OF RAINBERRY HOMEOWNERS ASSOCIATION

RULES AND REGULATIONS Dated January 2005

ARTICLE VI: LEASES

Section 1: In the interest of security for both owner(s) and tenants, and to enable the homeowner's association to properly carry out its responsibilities to the members, the following regulations are established:

- (a) Before an owner leases his residence, he must submit to the board a covenant to the effect that the Lessee acknowledges that the residence and its occupants are subject to the provisions of the Documents for the Villas of Rainberry Homeowners Association; that the Lessee is familiar with those provisions; and that the Lessee agrees to abide by those provisions. The lease shall also provide that the association shall have the right to terminate the lease in the name of, and as agent for the Lessor (owner) upon willful failure of the Lessee in observing the provisions of the Documents. A completed Landlord Leasing Form by the owner and a signed lease shall be filed with the Secretary of the Association.
- (b) No tenant may occupy a residence without a properly executed lease.
- (c) No owner may lease his residence if any annual or special assessment payments are delinquent or if his absentee mailing address is not on file with the Secretary of the Association. Anyone buying a home must own or live in it for one year before renting.
- (d) An owner may grant a lease for a minimum term of four (4) months and a maximum of one (1) year. **Only one new lease may be granted in the twelve (12) month period following the beginning of the previous lease.** The Lessee and Lessor are responsible for all applicable Sales and Use, Tourism, and other taxes and fees as required by the State of Florida, Palm Beach County and The City of Delray Beach.

Section 2: A lease not meeting the above requirements may be declared void by the association. The association may take such further action as it deems applicable and appropriate, including a "removal action" against the Lessee and the Lessor (owner). All cost and expense of such action shall be borne by the owner.

Section 3: Leases in effect as of the date of this publication will continue to run to term as written and signed, providing a copy of that lease shall be filed with the Secretary of the Association. Any extensions or renewals must meet all the requirements of this ARTICLE.

**THE VILLAS OF RAINBERRY HOMEOWNERS ASSOCIATION
LANDLORD/TENANT LEASING INFORMATION**

In compliance with Article XI in the City of Delray Code of Ordinances covering leases, rules and regulations, it will be necessary to complete the following:

Property Address _____ Lot # _____

Owner's Name: _____

Owner's out-of-area Address _____

E-mail Address _____ Phone (____) _____

TENANT INFORMATION

List full names of all occupants, relationship (including children and ages), and attach a VALID photo IDs of all adults who will reside at the above address.

Full Name:

Age:

Relationship:

1. _____
2. _____
3. _____
4. _____
5. _____

Tenant's Phone # _____ Cell Phone _____

E-mail Address _____

LEASE INFORMATION

Term of Lease: From (starting date) _____ To (ending date): _____

Planned Move-In Date _____

Previous Residence History

Address: _____

Month and Year Moved In: _____

Date and Reason for Leaving: _____

TENANT EMPLOYMENT

Employer: _____

Address: _____

Employer Telephone #: _____

TENANT BACKGROUND AUTHORIZATION

I authorize The Villas of Rainberry HOA to verify any of the above information.

1st Tenant's Signature _____ Date: _____

Print Name: _____ Mobile Phone # _____

2nd Tenant's Signature _____ Date: _____

Print Name: _____ Mobile Phone # _____

3rd Tenant's Signature _____ Date: _____

Print Name: _____ Mobile Phone # _____

[Please copy this page for additional tenants]

Emergency contact (optional)

Contact Name _____ Relationship _____

Telephone Number (_____) _____

RAINBERRY VILLAS TENANT BACKGROUND INQUIRY RELEASE
[Please make copies this page and submit a completed form for each adult tenant]

In connection with my application for residency I understand various sources will be contacted to provide an investigative background inquiry on me which may include but not be limited to: identity and prior address verification, criminal history, credit history, bankruptcy, lien, civil judgment and eviction record history. I authorize any source contacted to furnish the above information and release, discharge and indemnify the end user (prospective landlord/community/agent) listed below and its agents and associates and anyone involved in my residency application process from any claims, damages, losses, liabilities, costs and expenses arising from the retrieving and reporting of the requested information. I allow a photocopy of this authorization to be accepted with the same authority as the original. This signed release expires one year after the date of origination.

(PLEASE NOTE: IF YOU HAVE A CREDIT REPORT SECURITY FREEZE PLEASE LIFT WITH ALL THREE BUREAUS BEFORE APPLYING).

***Name of Association Community:** The Villas of Rainberry HOA, Inc.

***Prospective Tenant's Full Legal Name:** _____

Maiden & Previous Married Name(s) (if applicable): _____

***Social Security Number:** _____ ***DOB:** _____

Driver's License # : _____ State: _____

***Current Street Address:** _____

***City/State/Zip:** _____

Previous Street Address: _____

City/State/Zip: _____

***APPLICANT'S PHONE:** _____ **EMAIL:** _____

***APPLICANT'S SIGNATURE:** _____ **DATE:** _____

(Electronic, digital, handwritten signature accepted)

Note: This form must be completed for each prospective adult tenant.

THE VILLAS OF RAINBERRY HOA
LESSEE'S AGREEMENT - RULES AND REGULATIONS

Lessee hereby acknowledges they have obtained a hard copy of the document entitled *The Villas of Rainberry Rules and Regulations* (Rules and Regulations), or that they have or will download a copy from the HOA website - www.rainberryvillas.com.

The Lessee further agrees to familiarize themselves with the Rules and Regulations and will assume responsibility for compliance with said Rules and Regulations by any person or person present in the community on their behest or on the behest of any occupant or guest of the leased property. This includes but is not limited to: their family, relatives, other occupants of their property, visitors, contractors, vendors, service people, caregivers, and delivery personnel.

The Lessee also acknowledges and accepts total responsibility for any damages or abuse to property, both Leased Property and the Common Areas of the community.

Property Address _____

1st Lessee's Signature _____ Date _____

Printed Name _____

2nd Lessee's Signature _____ Date _____

Printed Name _____

3rd Lessee's Signature _____ Date _____

Printed Name _____

[Please copy this page for additional tenants]

THE VILLAS OF RAINBERRY
OWNER'S AGREEMENT - RULES AND REGULATIONS

Owner hereby acknowledges the Tenant has been given a copy of the document entitled *The Villas of Rainberry Rules and Regulations* (Rules and Regulations), or that they have been advised that they can download a copy from the HOA website - www.rainberryvillas.com.

The Owner on record hereby agrees to assume total responsibility for compliance with said Rules and Regulations by any person present in the community at their behest or at the behest of their tenants or tenant's guests. This includes but is not limited to: their family, relatives, other occupants of their property, visitors, contractors, vendors, service people, caregivers, delivery personnel and tenants.

A copy of the proposed Rental Agreement (lease) must accompany this completed package.

Owner's Signature _____ Date: _____

Print Name: _____

Rainberry Lake Property Address _____ Lot # _____

THE VILLAS OF RAINBERRY HOMEOWNERS ASSOCIATION

PET ADDENDUM

1. Only pet(s) specifically listed below are allowed.
2. Pet(s) must be kept on a leash at all times while outside the premises. **Pets are not allowed to run loose at any time.** Pet(s) must not be tied **outside** of a fenced in yard.
3. In the event any pet(s) have offspring, Tenant(s) will be in breach of this agreement.
4. Tenant(s) are responsible for picking up after pet(s) and properly property disposing of the waste.
5. Notice can be given for removal of pet from the premises for any reason including but not limited to noise, barking, disturbances, threatening behavior towards other homeowners, their pets, their guests, or employees of the Association.

LIST BELOW ALL PETS THAT WILL OCCUPY THE PROPERTY

How Many Pets _____

Type of Pet, Breeds, Weights, and Ages _____

Have any of the Tenant's pets ever been involved in a violent altercation with another pet or human?

Yes or No _____ If Yes, explain: _____

I acknowledge and agree to abide by the Pet Addendum along with the Rules and Regulations of The Villas of Rainberry Homeowners Association.

Lessee Signature: _____ Date: _____

Print Name: _____

Rainberry Lake Address: _____

THE VILLAS OF RAINBERRY HOMEOWNERS ASSOCIATION

DRUG/CRIME ADDENDUM

In consideration of the execution or renewal of the lease, Owner, Management and Resident agree as follows: (copy and attached additional completed pages for more than 2 tenants)

1. **Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in criminal activity, including drug-related criminal activity, ANYWHERE WITHIN THE RAINBERRY LAKE COMMUNITY or within site of the community. "Drug-related criminal activity"** means the illegal manufacture, sale, distribution, transportation, storage, use or possession with intent to manufacture, sell, distribute, store, transport or use a controlled substance (as defined in section 102 of the Controlled Substances act (21 U.S.C. 802).

2. Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on, near or within sight of the premises.

3. Tenant or member of the household will not permit the dwelling unit inside or out to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

4. Tenant or member of the household will not engage in the manufacture, sale, storage, transportation, use, possession or distribution of illegal drugs and/or drug paraphernalia at any location, whether on, near or within sight of the premises or otherwise.

5. Tenant, any member of the Tenant's household, or a guest or other person under Tenant's control shall not engage in acts of violence or threats of violence, including, but not limited to the unlawful discharge of firearms, on, near or within sight of he premises.

6. **Violation of the above provisions shall be a material violation of the rental agreement and good cause for termination of tenancy.** A single violation of any of the provisions of this addendum shall be deemed a serious violation and material noncompliance with the Rental Agreement. It is understood and agreed that a single violation shall be good cause for termination of the Rental Agreement. Unless, otherwise provided by law, **Proof of Violation shall not require criminal conviction**, but shall be a preponderance of the evidence.

7. In case of conflict between the provisions of this addendum and any other provisions of the Rental Agreement, the provisions of the addendum shall govern.

Lessee #1
Signature _____ Date _____

Lessee (print) _____

Lessee #2
Signature _____ Date _____

Lessee (print) _____

Rainberry Lake Address _____

RAINBERRY LAKE RESIDENT INFORMATION (For Guard and Callbox)

Date _____ Effective Date _____ ☐ New Entry ☐ Revision (please circle changed info)

HOMEOWNER'S INFORMATION

Homeowner's Name(s): _____

Rainberry Lake Address: _____

Mailing Address (if different): _____

Owners email address(s) _____

Owner's Phone #: (____) ____-____ Alt. Phone #: (____) ____-____

GUARD'S INFORMATION SYSTEM

Property is: Owner Occupied ☐ Leased ☐ Occupied by other than owner ☐ Relationship _____

Occupants' Information

(1) Name _____ Age _____ Email _____

(2) Name _____ Age _____ Email _____

(3) Name _____ Age _____ Email _____

(4) Name _____ Age _____ Email _____

Phone #: (____) ____-____ Alt. Phone #: (____) ____-____

Authorized Permanent Guests / Contractors: (People or Companies granted entry without the guard calling you. Must be FULL-NAMES, maximum 10.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

CALLBOX ENTRY (for property occupants – one or two entries per property)

Note: Directory Names are all caps, arranged alphabetically – LAST-NAME, FIRST-NAME. When the Directory Name is selected, the Callbox will dial the associated phone number and the Resident may then open the Entrance Gate by dialing "1" to admit their Visitor.

Directory Name: _____

Phone Number: (____) ____-____ Phone Owner _____ Cellphone ☐ Landline ☐

Directory Name: _____

Phone Number: (____) ____-____ Phone Owner _____ Cellphone ☐ Landline ☐

THE VILLAS OF RAINBERRY

Frequently Asked Questions

PARKING

HOA Rules and Regulations do not permit overnight parking on any street within the community. Also, you may ***not*** park on any grassy-area [all four (4) wheels must be on the pavement], posted Common Area, or in a manner that obstructs a sidewalk. Therefore, the Tenant must make provision for parking of any vehicles used by occupants and visitors.

Commercial Vehicles, boats, RVs, or trailers are not permitted to be parked in the community (except in a closed garage). Consult the Rules and Regulations for more information.

GATE ENTRY RFID TAGS

The Rainberry Lake Entry Gate is operated by a Radio-Frequency-Identification system that consists of a small sticker that is generally placed on the resident's vehicle windshield. New residents may purchase RFID Tags from the HOA at the cost of \$20 each (cash only), and the Tags must be applied to the resident's vehicle(s) by an HOA representative and any attempt to remove or move the tag to another vehicle will result in disabling the tag. To request RFID Tags, the ***landlord*** must send an email with their name, address and phone number *and* the Tenant's name and phone number, to RFID@rainberryvillas.com requesting RFID Tag(s).

There is also a system called Alta Open that enables a resident to open the Entry Gate using their cellphone however this system is *only* to be used when the resident is traveling in a vehicle other than their own, e.g., rental, taxi, loaner or friend's vehicle.

Persons forcing the Entry Gates or tailgating another vehicle will be fined or arrested.

AFTER HOURS VISITORS

The guardhouse is open 365 days a year from 8am to 8pm. All visitors must check in with the guard and be called through. Visitors arriving outside of these hours must use the CallBox. Instructions for operating the Call Box may be downloaded / printed from the website www.rainberryvillas.com under ***Rainberry Villas HOA Documents and Forms.***

DO NOT ATTEMPT TO ADMIT LARGE TRUCKS OR VEHICLES PULLING TRAILERS THROUGH THE CALLBOX. THESE VEHICLES MUST ONLY ENTER WHEN THE GUARD IS ON DUTY.

Frequently Asked Questions Answered (continued)

SWIMMING POOLS, TENNIS COURTS, BASKETBALL COURT

The south (main) Swimming Pool and Spa are open every day from 8am to dusk (unless otherwise posted). The tennis courts and basketball court are also open 8am to dusk. These facilities are accessible with a key. The Tenant should obtain a key from his or her **landlord**. Please read the rules signs posted at these facilities.

The pool and tennis court parking lots are NOT to be used for vehicle parking, except when using those facilities (no overnight parking). Violators will be towed at their expense.

LAKE DOCKS

Docks are for the exclusive use of the property owner's to which they are assigned. Please stay off the docks.

TRASH COLLECTION

Household Trash and Recycle are picked up on **Tuesday**. Household Trash and Bulk Trash (vegetation etc.) are picked up on **Friday**. Residents must not put anything at the curb before 5PM on the day *before* a scheduled pickup, and must return the empty receptacles to a **non-visible location** (in garage or behind a wall or fence) by the end of the day of the pickup. Trash left out on the wrong day will result in a fine from the City of Delray. Please consult the website www.rainberryvillas.com for more information about holidays, receptacles and articles that may be disposed.
