

# *Boca Winds*

## **Home Owners Association, Inc.**

Dear Boca Winds Owner:

At a 2004 Board of Director's meeting a resolution was passed requiring the enclosed Questionnaire and Lease Rider (if applicable) to be executed by all owners. This resolution applies to owners and tenants that are presently leasing a home or that are desiring to lease their home in the future. These requirements are allowable, and enforceable, pursuant to section 2.21 of the association's Declaration of Covenants and Restrictions.

The attached Lease Rider must be completed for all lease terms and renewals including a tenant that is presently in a lease. Additionally, a check in the amount of five hundred dollars (\$500.00) must be sent along with the completed Lease Rider and items listed in Item 4 of the Questionnaire. The purpose and application of these funds are fully explained in the enclosed Lease Rider.

The ramifications for not following the tasks outlined in this letter can be costly and they are surely something that we would like to avoid. **Therefore, in order to ensure full compliance with the terms of this letter, all property owners must return the completed Questionnaire. If you are currently leasing or plan to lease your home in the near future, please send in the executed Lease Rider and your check in the amount of \$500.00 made payable to the Boca Winds Homeowners Association.**

Thank you for your cooperation.

Sincerely,

The Boca Winds Homeowners Association Board of Directors

# *Boca Winds* Home Owners Association, Inc.

## TENANT QUESTIONNAIRE

Today's Date: \_\_\_ / \_\_\_ / \_\_\_

Lease Start Date: \_\_\_ / \_\_\_ / \_\_\_ Term: \_\_\_\_\_ (Attach Copy of Lease)

### Owner Information

Owner's Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

Permanent Address: \_\_\_\_\_

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

### Lessee's Information

Lessee's Name: \_\_\_\_\_

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

Former Address: \_\_\_\_\_

How long there? \_\_\_\_\_

Employer's Name: \_\_\_\_\_

Employer's Address: \_\_\_\_\_

How long there? \_\_\_\_\_

Names of the Persons Occupying Premise: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Have any of the above persons ever been convicted of a Felony? \_\_\_\_\_ Yes \_\_\_\_\_ No

**2.102(b) No persons keeping a Pet shall Permit it to go or stray upon any other lot without the permission of the owner thereof, and all Pets shall be kept on a leash at all times while such pet is outdoors and all waste deposited by a Pet on any portion of the Property other than the lot owned by the Pet's owner shall be immediately removed by the Pet's owner.**

# of Animals: \_\_\_\_\_

Breed(s): \_\_\_\_\_



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### LEASE RIDER

This Lease Rider (hereinafter referred to as Rider) made this \_\_\_\_ day of \_\_\_\_, 20\_\_, between the Boca Winds Homeowners Association, Inc. (hereinafter referred to as Association) and \_\_\_\_\_ (hereinafter referred to as Owner) and \_\_\_\_\_, the proposed or actual tenant of the Owner (hereinafter referred to as Tenant).

WHEREAS, the Association is a Homeowners association organized pursuant to Florida Statute ' 720 and governed by a Declaration of Covenants and Restrictions (hereinafter referred to as Declaration) that are recorded in the Official Public Records of Palm Beach County, and bylaws and rules and regulations (hereinafter collectively referred to as Restrictions);

WHEREAS, the Owner owns a Home at \_\_\_\_\_ (hereinafter referred to as Home) and is a member of the Association obligated to comply with the Restrictions; and

WHEREAS, Owner desires to lease the Home to Tenant;

WHEREAS, Tenant is an individual that desires to lease the Home from the Owner (hereinafter Association, Tenant and Owner are collectively referred to as Parties);

NOW THEREFORE, the Parties in consideration of their mutual promises made herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, intending to be legally bound, hereby agree as follows:

1. The Association has valid Restrictions that govern the leasing of the Owners Home to Tenant and the Tenants conduct and obligations as a lessee.
2. The Tenant hereby agrees, covenants and warrants that he/she will abide by the Associations Restrictions and will conform his/her conduct, as well as the conduct of his/her guests and invitees, to same.
3. The Owner covenants, warrants and agrees to monitor the conduct and behavior of the Tenant, and the Tenants invitees and guests, to ensure the conduct of the Tenant, and the Tenants invitees and guests, conform to all of the Restrictions.
4. The Owner understands and agrees that he/she is personally responsible for all of the conduct of the Tenant and the Tenants guests and/or invitees, including but not limited to, damage caused to the Associations common property regardless of whether or not said damage is caused by the negligence, intentional acts or criminal acts of the Tenant or the Tenants guests and invitees.

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5. The Owner understands and agrees the Association does not in any way waive or delegate the enforcement of its Restrictions against the Owner, or the Tenant, by having the Owner and Tenant enter into this Rider.
6. The Owner understands and agrees that all monetary obligations of the Association including, but not limited to, the payment of assessments and special assessments shall remain the personal obligation of the Owner regardless if the Owner is occupying the Home or is leasing the Home to Tenant.
7. The Owner understands, agrees and affirmatively states that he/she has reviewed the Associations Restrictions and understands their contents and agrees to be personally obligated for any costs or damages incurred as a result of a breach of any of the Restrictions by the Tenants and/or the Tenants guests and invitees.
8. **The Owner understands and agrees that without approval from the Owner the Association can file eviction proceedings seeking to evict the Tenant from the Home and/or for damages because of the Tenants violation of any of the Associations Restrictions. The filing of any such lawsuits, including eviction proceedings, are at the sole and absolute discretion of the Association.**
9. **The Owner and the Tenant understand that should the Association be required to retain an attorney to enforce any of the Restrictions against the Tenant or the Tenants guests and invitees, regardless of whether such proceeding are eviction proceedings or are for the enforcement of any of the Restrictions, the Owner is personally responsible and guarantees the payment of any incurred attorney's fees and costs prior to the filing of a lawsuit and through all trial and appellate levels.**
10. The Tenant and the Owner consent and agree the Association is not responsible for the Owners actions or conduct relating to the Home or for the fulfillment of any provisions of the lease agreement between the Owner and the Tenant.
11. The Tenant understands and agrees the Association is not obligated to the Tenant for any items that it would not be otherwise obligated for as specified in the Restrictions and that apply to the status of a Tenant. The Tenant further understands and agrees the Tenant is not considered a member of the Association and the Tenant does not obtain any of the member/Owners rights that are expressed in the Associations Restrictions unless otherwise expressed therein, including but not limited to, the right to vote at Association meetings and to otherwise have standing in any court in regard to undertaking the enforcement of the Associations Restrictions against or on behalf of the Association.
12. The Owner understands and agrees to deposit the sum of \$ 500.00 (hereinafter referred to as Deposit) to the Association as a Deposit to secure payment for costs incurred for any breach of the

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Restrictions or this Rider. Any balance remaining from the Deposit, less an administrative charge as determined by the Association, and any bank and other charges incurred or certain to be incurred by reason of maintaining the Deposit, shall be returned to the Owner within 30 days after receipt of written notice from the owner the present Tenant has moved out of the Home. Deposits are in an amount to be determined at the sole discretion of the Association and are due and payable prior to the execution of any new leases, lease extensions or if any names are added to present leases between the Tenant and Owner. Upon thirty (30) day written notice to the Owner, the Association, at its sole and absolute discretion, can demand the Owner add additional funds to the Deposit at any time.

13. The Tenant and Owner understand the Deposit can be commingled with other funds of the Association and does not have to be placed in an interest bearing account. Should the Deposit be placed in an interest bearing account the Tenant and Owner understand, agree and waive, any claim to any interest earned by the Association and that said interest shall become the property of the Associations.
14. The Tenant understands the Association is not in any way responsible to the Tenant and/or any of the Tenants guests or invitees for any personal property damage, property damage or personal injury that occurs while Tenant is leasing the Owners Home.
15. The Tenant and Owner understand and agree that he/she waives any notice requirements pursuant to the applicable Florida Statutes and The Florida Rules of Civil Procedure relating to eviction proceedings if the Association files an eviction proceeding or any other lawsuit against the Tenant.
16. The Tenant and Owner understand and agree they have reviewed this entire Rider and there have been no inducements or written or oral statements, comments or suggestions to entering into same.
17. The Tenant and Owner understand and agree that for the purposes of the service of process and/or the mailing of any notices by the Association to either the Owner or the Tenant pursuant to this Rider or the Restrictions, the Association shall have been deemed to properly mailed or served same if the mail or service of process was sent to the Home via the United States Postal Service, first class mail delivery, or through a appropriately licensed process server.
18. The Tenant and Owner understand and agree they may not delegate or otherwise assign any of their rights, duties, obligations and/or benefits from or through any item specified in this Rider.
19. The Tenant and the Owner understand and agree this Rider shall bind, and shall inure to the benefit of, the executor, administrator, personal representative, heirs, successors and assigns (to the extent allowable) of both the Tenant and the Owner and this Rider shall be deemed to run with the land upon which the Home is situated.

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20. The Tenant and Owner understand and agree that should any portion, term, paragraph or item of this Rider be held invalid by a Court or governmental authority of competent jurisdiction the remaining compliant portions of this Rider shall remain in full force and effect and this Rider shall be interpreted as if the violative clause did not exist.

21. The Tenant and the Owner both understand and agree that failure to abide by the Restrictions and this Rider shall result in the Association either possibly fining the Owner pursuant to the Restrictions and/or filing a lawsuit against the Tenant and/or the Owner. Any such remedy is at the sole and absolute discretion of the Association and neither remedy is exclusive. In the event of a lawsuit for the breach of this Rider, or the Restrictions, the parties agree the Association can seek all available remedies pursuant to the Restrictions, either through an injunction or, at law for damages, or both (hereinafter referred to as "Enforcement Action"). In any such Enforcement Action, including pre-litigation, the prevailing party shall be entitled to, and the breaching party shall pay, its attorney's fees and costs at all trial and appellate levels and any mediation or arbitration proceedings.

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

Owner

\_\_\_\_\_

Tenant

\_\_\_\_\_

Witness

\_\_\_\_\_

Witness

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

By: \_\_\_\_\_

Association