Wyndham Village HOA, Inc.
c/o Sea Breeze Community Management Services, Inc.
4227 Northlake Boulevard
Palm Beach Gardens, FL. 33410
Phone: (561) 626-0917 Fax: (561) 626-7143
www.seabreezecms.com **Updated 12/2018**

PURCHASE/RENTAL APPLICATION INSTRUCTIONS:

____1) Fill out this package completely, and submit to Sea Breeze CMS, Inc via mail or drop off the application package to the Sea Breeze offices. Faxed and incomplete application packages will not be accepted. **Applications must be submitted a minimum of 14 days prior to closing date or start date of the lease.**

____2) Fill in the section of the application package (pg 3-6)

____3) Purchase - Buyer(s): Sign and notarized certificate of approval. We need the original certificate of approval as it is needed for closing. (pg 7)
Rental - Tenant(s) sign certificate of approval. (pg 8)

____4) Buyer/Renter must sign acceptance of the Rules and Regulations (pg 9-15)

____5) Provide the Association with a **copy of the signed sales or rental contract** along with this package.

____6) Buyers and Renters are required to purchase the "Declarations of Covenants, Restrictions and Easements". You may obtain copy from the current owner of the property or from the Sea Breeze website.

____7) There is a $125.00 non-refundable application fee that must be included with this application. Make payable to Wyndham Village HOA. **Cash, Money Order or Cashiers Check Only.**

____8) There is a $50.00 non-refundable processing fee that must be included with this application. Make payable to Sea Breeze CMS, Inc. **Cash, Money Order or Cashiers Check Only.**

Additional Requirements to Rent:

____9) In addition, to a copy of the lease the Wyndham Village, HOA LEASE ADDENDUM must be filled out in full and signed by both the Unit Owner and Renter. (pg 16-18)

____10) The property owner must include a current credit and national background check on each adult residing at the property. **All adults must have a 550 or higher credit score**.(pg 19-20)

____11) The property owner is required to produce a **contract from a landscaper** to maintain the landscaped property and must be included with this package.

____12) The property owner must provide the Association with full names, birth dates and social security numbers of all new adult renters (18 and over) and their valid driver's license numbers. A copy of the driver license or copy of a valid passport may be provided in lieu of the social security number.

____13) There is a $1,000.00 Security Deposit required to be submitted along with this application which is refundable at the end of the lease. Make payable to Wyndham Village. **Cash, Money Order or Cashiers Check Only.** Please note who the deposit is to be paid back to:_____

Wyndham Village HOA Application Criteria

1. No more than 10% of properties may be rentals. Owners must check with management on status.
2. Ownership of no less than one year before a property may be leased.
3. No lot may be leased more than once in any 12 month period.
4. Credit score of 550 and up will be considered.
5. A national criminal history check must be submitted.
6. If you would like Sea Breeze to run the credit and criminal history, please submit $35.00 per adult 18yrs and older (pg 19&20 per adult)payable to Wyndham Village HOA.
7. No lease shall be less than 12 months.

Purchase: _____ **Rental: _____**

Closing Date: _____ Lease Term: Start_____ End _____

Date completed application received: _____

Notes: _____

_____

_____

CURRENT INFORMATION

(All information must be printed and readable)

Wyndham Village Address: _____

Name of Current Owner: _____

Current Owner Phone Number: _____

Current Owner Email Address: _____

Name of Buyer/Renter(s):_____

Buyer/Renter(s) Phone Number: _____

Buyer/Renters (s) Email Address: _____

Realtor Name & Phone Number: _____

OCCUPANT(S) INFORMATION:

Information regarding each person to reside in the unit (including children). (Use a separate sheet of paper for information regarding all additional residents, as needed.)

Name [Print-must be legible.]	Age	Relationship Buyer/Renter
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

LICENSED DRIVERS: To be residing in the community

Name: _____ License # _____ State: _____

Name: _____ License # _____ State: _____

Name: _____ License # _____ State: _____

Name: _____ License # _____ State: _____

VEHICLES:

Make & Model of Vehicle	License Number	Color	State Registered

EMERGENCY CONTACTS:

In case of Emergency notify: _____ Relationship: _____

Phone: _____

EMPLOYMENT

1) Applicant's Name: _____ 2) Applicant's Name: _____

Employer_____ Employer_____

Phone_____ Phone_____

Employed From_____To _____ Employed From_____To_____

Sale-Buyer must initial items 1-17

Rental-Owner and Renter must initial items 1-17

1) I/We understand that the Wyndham Village documents and gate access remotes should be obtained from the Seller/Owner or they can be purchased from the Management Company.

   Owner_____ Buyer(s)/Renter(s) _____

2) No lease shall be less than 12 months.

   Owner_____ Buyer(s)/Renter(s) _____

3) No unit may be leased more than once in any 12 month period effective from lease start date. (Seasonal leases are not permitted)

   Owner_____ Buyer(s)/Renter(s) _____

4) No more than 10% of the properties with Wyndham Village may be rented at any time as this is the rental ceiling for the Association, Owner understands that a lease may NOT be approved once cap is reached and will be placed on a waiting list. Owner agrees NOT to rent without prior Board approval.

   Owner_____ Buyer(s)/Renter(s) _____

5) Ownership of no less than one year is required before the property may be leased.

   Owner_____ Buyer(s)/Renter(s) _____

6) When leasing the applicant's credit score for all adults (18 and over) who will be residing at the property must be submitted by the property owner along with this application.

   Owner_____ Buyer(s)/Renter(s) _____

7) When leasing if the applicant's credit score is lower than 550 the application will not be considered, unless for medical bills.

   Owner_____ Buyer(s)/Renter(s) _____

8) When leasing if the applicants credit score is between 550-600 the application may be considered if a satisfactory explanation is provided as to the reason.

   Owner_____ Buyer(s)/Renter(s) _____

9) ALL lease renewals must include current credit and background check on each adult (18 or older) who is residing at the property.

   Owner_____ Buyer(s)/Renter(s) _____

10) Lease may be denied if any proposed renter has been convicted as a sexual predator.

   Owner_____ Buyer(s)/Renter(s) _____

11) A lease renewal may be denied if three or more complaints come from three different owners or residents are received within the past lease period.

Owner_____ Buyer(s)/Renter(s) _____

12) A lease renewal may be denied if three or more violations are noted in writing by the Association during the lease period.

Owner_____ Buyer(s)/Renter(s) _____

13) When leasing, the property owner is required to produce a contract from a landscaper to maintain the landscaped property and must be included with this package.

Owner_____ Buyer(s)/Renter(s) _____

14) When leasing, the property owner is required to provide contact information for the individual or company responsible for installation of hurricane shutters once a "Hurricane Watch" has been posted for the area. Please provide the contact information below.

Contact Name: _____

Contact Number: _____

Owner_____ Buyer(s)/Renter(s) _____

15) The property owner agrees to reimburse the Association for any monies spent to correct the deficiencies to the property in regards to landscaping and shutters.

Owner_____ Buyer(s)/Renter(s) _____

16) The property owner must provide written notification to the Association when there is a change in renters.

Owner_____ Buyer(s)/Renter(s) _____

17) The property owner may appeal denial of a lease in writing. Send to the attention of the Wyndham Village HOA Board of Directors.

Owner_____ Buyer(s)/Renter(s) _____

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CERTIFICATE OF APPROVAL FOR SALE

The undersigned authorized representative of **Wyndham Village HOA Inc.** hereby certifies that the proposed conveyance of the following unit has been approved as written below:

Unit Number: _____Unit Address: _____

Owner(s): _____

Buyer(s): _____

The above Buyer(s) as evidenced by Buyer(s) signature(s) below hereby acknowledge receipt of the Declaration of Covenants, Articles of Incorporation, By-Laws, Rules and Regulations and any Amendments to the Documents for the Association, and agrees to be bound by said Documents. Upon closing of the unit, Buyer(s) understands that it is the responsibility of the Buyer(s) to furnish the Association with a recorded copy of the deed of conveyance indicating the Buyer(s) mailing address for all future assessments and correspondence from the Association.

_____	_____
Buyer(s) Printed Name	Buyer(s) Printed Name
_____	_____
Buyer(s) Signature	Buyer(s) Signature
_____	_____
Date	Date

STATE OF FLORIDA COUNTY OF PALM BEACH

The foregoing instrument was sworn and subscribed before me this _____ day of _____, 20_____, By: _____ who is personally known to me or who has produced a valid Florida driver's license as identification.

Notary Signature & Stamp:

_____

This is to certify that the above-named Buyer(s) have complied with the above statements and thereby obtained the approval of **WYNDHAM VILLAGE HOA INC.**

By:_____ As:_____ Date:_____

Signed on behalf of the Board of Directors

Wyndham Village HOA, Inc.
4227 Northlake Boulevard
Palm Beach Gardens, Florida, 33410
561-626-0917 Fax 561-626-7143
www.seabreezecms.com

CERTIFICATE OF APPROVAL FOR LEASE

The undersigned authorized representative **Wyndham Village HOA, Inc**. hereby certifies that the proposed conveyance of the following unit has been approved as written below:

Unit Number: _____Unit Address: _____

Owner(s): _____

Tenant(s): _____

The above Tenant(s) as evidenced by Tenant(s) signature(s) below hereby acknowledge receipt of the Rules and Regulations for Association and agree and understand that condition of approval is adherence to all the Community Rules. Failure to abide by the Rules and Regulations for the Association will result in non-renewal of lease approval and possible eviction from the unit.

_____	_____
Tenant(s) Printed Name	Tenant(s) Printed Name
_____	_____
Tenant(s) Signature	Tenant(s) Signature
_____	_____
Date	Date

This is to certify that the above-named Tenant(s) have complied with the above statements and hereby obtain the approval of **Wyndham Village HOA Inc.**

By:_____ As:_____ Date:_____

Signed on Behalf of the Board of Directors

BOARD of DIRECTORS RULING CONCERNING DAMAGE
at the ENTRY GATE

The Board of Directors on November 18, 2008 unanimously passed a rule concerning damage done to the gate. The ruling is as follows:

Any individual who tampers with the normal operation of the entry gates to enter the community, either by hand or by vehicle, and causes the entry gate pole to fall off the bracket shall be charged an administrative fee of $50 to cover the cost of the property management company to repair the gate plus the actual cost of repairing the gate. The minimum charge for repair is $20 therefore the minimum charge per offense is $70. All charges shall be considered an assessment as per our documents and be assessed back to the homeowner. Also in accordance with our documents the homeowner is responsible for all guests and tenants, including vendors.

WYNDHAM VILLAGE
RULES AND REGULATIONS

PURPOSE AND SCOPE

The Rules and Regulations detailed herein have been approved by the Board of Directors of the Association pursuant to the Board's authority for such action, and are adopted for the benefit, comfort, enjoyment, safety and welfare of the Owners and Residents of Wyndham Village. These Rules and Regulations are an addition to, and/or further clarification of the restrictions contained in the Declaration of Covenants and Restrictions, Articles of Incorporation and By-Laws of the Association
.

NOTE: Violations of these rules and regulations, and violations of any other community governing documents or municipal code, may be subject to fines.

SECTION I - ARCHITECTURAL RULES

Any modification or addition to the exterior or any structure, improvement or landscaping is subject to the advance written approval of the Wyndham Village Board of Directors, Architectural Committee or Designated Representative, and of the Architectural Review Committee (ARC) for the Madison Green Master Association.

Note: A homeowner's account with the Association must first be in good standing, before approval of any architectural application may be granted.

Driveways

All driveways and parking bays shall be constructed of concrete or brick pavers. Painting, staining or altering the surface of the driveways is not allowed without advance written ARC approval.

Mailboxes

The location, color, size, design, lettering and other particulars of mail or paper delivery boxes shall be subject to the advance written approval of the ARC. Damaged or weathered mailboxes may be replaced with same type and style as the original installed by developer without an architectural application.

Fences and Walls

No solid fence shall be constructed beyond the front building setback line,
or beyond the side-building setback lines in connection with corner Lots.

All fences must be set back at least 5 feet from the front corner. Only ornamental fences shall be allowed in the front yard and corner lot setback. All Fences shall be constructed of vinyl, white or bronze aluminum material. Fences and walls must be in harmony with surrounding neighborhood, as to style, material, size, and color. Location and height must comply with Royal Palm Beach Planning and Development rules.

Temporary Structure

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other out-building shall be used on any Lot at anytime as a residence, either temporarily or permanently. The ARC must approve all structures of any kind.

Sheds

Sheds may be considered based on materials, style, and color, which must match the house. Location and size must comply with Royal Palm Beach Planning and Development rules.

Decks, Porches, Patios and Coverings

Decks must be constructed of concrete or brick pavers and be architecturally consistent with similar structures in the surrounding area. Staining or color painting may be considered. Porches and patios shall be constructed of materials compatible with the existing structure. Roofs must be consistent with the roofline, material color, texture, and style of the existing structure. Homeowners must contact Royal Palm Beach Planning and Development to ensure proper building codes.

Play Equipment & Above Ground Hot Tubs

The installation of play equipment and hot tubs requires architectural approval. They will be considered based on location, style, and material.

Play Equipment

This section includes all structures which can normally be described as used for children play equipment and specifically includes swing sets, trees house and play houses. All structures must comply with section # 26-57 of the code of the Village of Royal Palm Beach.

Location

Any and all play equipment must be located in the rear of the home and with a minimum set back **of ten (10)** feet from the property line. No structure may exceed eight (8) feet in height from its highest point.

Conditions

Any structure, play equipment or recreational station which includes a floor, roof, wall or support panels totaling more than six (6) square feet must be anchored to the ground in an manner approved by the Village of Royal Palm Beach and must be "permitted" (approved permit) by the same entity. The resident is required to maintain this structure in a "new like" condition at all times. Tree houses are not permitted under any circumstances.

Boats and RVs

All boats, boat trailers, travel trailers, motorized and non-motorized campers and other such recreational vehicles are not allowed unless stored within the garage. No vehicles, inoperative for reasons of mechanical failure, shall be parked outside of a garage and/or stored on any Lot or in the street right-of-way for more than 72 hours.

Exterior House Colors

Color changes must be compatible with original MINTO home colors. No ARC approval will be required for repainting a house provided that the same colors **and location** application remain as originally painted by MINTO.

Noxious or Offensive Activity
No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

Satellite Dishes
Dishes must be 39 inches or less in size. Installation must comply with building codes, screening, unobtrusive placement, camouflage or other reasonable measures to ensure safety and minimize the visual effect as long as it does not impose unreasonable expense or delay or prevent reception of an acceptable quality signal. Satellite dishes and antennas may not be placed at the front of the house. It must be at the rear of the house or at least half way back on the side of the house on the fascia. It must be far enough in from the corner of the house so that it does not extend beyond the building line along your zero property line.

SECTION II - MAINTENANCE GUIDELINES

Yard and Landscaping Maintenance
Lawn and landscaping on the residential lot may not be altered without first obtaining an architectural approval.

Yard maintenance includes mowing, edging, fertilizing, weeding and watering lawn, weeding and mulching around trees and shrubs, repairing or removing damaged material, and maintaining landscaping materials like weed fabric and landscape bricks.

All landscaping must be comprised of approved natural and zone-appropriate material. Plastic, silk or other non-organic landscape material is not permitted on the exterior residential lot. Landscaping must include a reasonable relationship between soft and hard-scape materials. Yards and landscape beds shall not be comprised solely of mulch, rock, sod, bricks, pots, or similar materials, but must also include a reasonable amount and relationship of flowing plants, shrubs.

Landscape Debris and Bulk Items
Landscape debris and oversized items may not be placed at curbside for pickup earlier than dusk prior to the scheduled pick-up day for such items. If any of the type items are not removed by Waste Management on the scheduled day, the items must be removed from the curbside until the next such scheduled pick-up day. This rule in not in effect during severe storm related events which may produce grater debris and affect waste management schedules. (Refer to Storm Season Rules and Regulations)

Landscape Debris and Bulk Items
Trash and recycling may be placed at curbside for pickup at dusk prior to the scheduled pick-up day, and must be removed from the curbside and stored within the enclosed garage by dusk following the scheduled pick up day.

Driveway, Patio, and Walkway Maintenance
Driveway, patio, and walkway maintenance includes keeping clean from debris, oil or other vehicle fluid stains, weeds, and mildew growth.

House Exterior Maintenance

House exterior maintenance includes keeping roofs, siding, and gutters clean from debris, stains, and mildew growth. House exterior maintenance also includes the removal of any seasonal or safety structures, decorations, or other materials when appropriate. These include, but are not limited to the following materials and conditions;

Storm Shutters / Panels

Shutters or panels may be installed or closed as soon as a named storm (hurricane) has been forecasted as a threat to the immediate area. and a Hurricane Watch has been issued. These shutters / panels or other wind/storm resistant materials must be removed or opened within 30 days following the end of the immediate storm conditions and the threat has been lifted, unless another named storm is imminent to the area.

Seasonal / Holiday Lighting and Decorations

Holiday decorations typical of the winter season may be placed on the exterior of the property no earlier than on / about the Thanksgiving holiday of that calendar year, and must be removed no later than end of January or 30 days after this winter season.

Fence Maintenance

Fence maintenance includes replacing rotted, worn, defective, loose, and aged posts, boards or rails.

Painted Surface Maintenance

Painted surface maintenance includes any surface that has become water stained, peeled, blistered, faded, blotched, or weathered.

Planting of Common Areas Adjacent to Lot

Homeowners are permitted to plant portions of the common area abutting the owner's lot with prior approval from the ARC. Please be aware that the owner must maintain such plantings. If the owner fails to do so, the association has the right to maintain such plantings and assess all costs to the owner.

Basketball Hoops

Portable basketball hoops are permitted to be used on owner's driveways only. They must not damage surrounding landscape in common areas or other property. To prevent unsightly conditions, the portable basketball hoops must be stored out of sight after use.

Exterior Maintenance (Storm Season)

Storm related damages to landscape material, including swale trees, palms, shrubs, etc. must be repaired or removed within 14 days after the storm has passed. Any tree or palm on the residential lot, including those trees in the swale area in front of a residential lot must be properly staked or braced if it is leaning or has been knocked down by winds. Trees in the swale area that may need to be replaced due to storm damage must be replaced with like species and size to the original tree. Any one of the three (3) existing palms in front of the residential lot, that may need to be replaced due to storm related damages, must be replaced with like species and size.

Yard and Other Storm Related Debris

Storm related debris, such as tiles, fences, posts, trees and other similar elements, must not be placed or allowed to remain on the exterior of the residence, roadside, or other common area for an indefinite amount of time. After severe storm conditions have passed, and waste schedules have resumed to normal, it is incumbent on the homeowner to ensure that all of their storm related debris is timely removed from their lot or adjacent area.

Fences / Roofs and Other Structures

Strom related damages to any exterior structure on the residential lot must first be secured for safety and then repaired. Pool enclosures, must especially be secured for safety if the storm damaged enclosure / fence or otherwise leaves the pool area exposed. Damaged fences must be repaired within a reasonable timeframe, as determined by the Association, or be removed. Partial fences, posts, broken, hanging or otherwise damaged roof tiles or materials, are not permitted to remain upon the home or lot, without written account and approval from the Association for any circumstances affecting a reasonable timeline for repair.

SECTION IV - COMMON AREA RULES & GUIDELINES

Common Area Damage
Results of damage to any common area property due to negligence of an owner, tenant, their agents or guests shall be repaired by the association. The cost of such repairs will be assessed to the owner.

Dumping on Common Area
Dumping of any garbage or rubbish in any common area will not be permitted.

Signs on Common Areas
Signs are not permitted in common areas, such as the swale. For sale or rental signs must comply with the size and location restrictions in the Association governing documents. All signs will be removed and discarded. The posting of solicitations on mailbox stations is also not allowed.

SECTION V - PETS/ANIMALS

Breeding of Animals
No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept on any Lot, provided that they are not kept, bred or maintained for any commercial purpose.

Responsibility for Animals
At all times, dogs must be under the control of their custodian located inside the residence or in a properly fenced yard. Dogs or cats are not to be allowed to bother or become a nuisance upon other residences. Pet owners are required to keep their pets on leashes, in accordance with county leash laws, at all times when outside any fenced area. Pet owners must be mindful of health hazards and properly dispose of animal waste. All waste matter must be picked up immediately and disposed of by the animal's custodian.

Pet Damage
The owner of a pet shall be responsible to pay for any damage caused by such pet, as well as any costs incurred by the Association as a result of such pet.

Pet Barking
Homeowners shall prevent their dogs from excessive barking.

SECTION VI - VEHICLE RESTRICTIONS

Parking

Parking is prohibited on any common area except in designated areas. Parking is also prohibited on lawns and swale. Vehicles are prohibited from parking or obstructing a sidewalk, obstructing the free flow of traffic, parking within 10 feet of
a stop sign, within 10 feet of a fire hydrant and pedestrian crosswalks, and within 5 feet of mail stations during daylight hours. If the owner of the vehicle is known, please provide the property manager with all relevant information so they may keep the association aware of any problem issues.

Licensed Motorized Vehicles

Any and all motorized vehicles operating within Wyndham Village and/or on any common property within Wyndham Village must be properly registered, licensed, insured and consistent with Florida State Statue 320.

Licensed Drivers

Any person operating any motorized vehicle upon any common property within Wyndham Village must possess a valid driver's license consistent with Florida State Statue 322

Vehicle Condition

Any vehicle that is in a state of disrepair, is inoperable, is not legally or properly registered or tagged, or is considered by reasonable estimation to be unsightly due to rust, collision, damage, missing parts, flat tires, or is otherwise not maintained, must not be parked outside of a garage and/or stored on any lot or in the street right-of-way for more than 72-hours. Further, vehicles that are in a state of disrepair and are leaking any fluids are not to be parked on any common area that may be damaged by vehicle fluids.

Eligibility for MGMA Clubhouse ID's:
Be aware that MGMA will only issue Clubhouse ID's to people that are recorded on the warranty deed and their dependent children, as well as people listed on Village approved rental agreements.

If the homeowner has additional relatives living in the house and **not paying rent,** the homeowner must provide Sea Breeze CMS, Inc. with written approval of living arrangement to satisfy MGMA Clubhouse ID eligibility.

Gate System: When you have visitors they will dial your code from the entry gate, it will ring through to the telephone number that you have provided us with. If you wish to let your visitors in press number nine (9) on your telephone and then hang up. You can use any number, such as home, work or cell number.

The telephone number we will programmed into the system for you will be:
_____

Email Address:
Please provide your email address and sign and date if you would like to receive emails related to Association related updates.

_____ Yes, please provide your email address:
_____

_____ No

_____ _____
Signature Date

Interviewer: _____ Interview Date: _____

Signature of Buyer/Renter acknowledged understanding and agreement to comply with the above rules for Wyndham Village Homeowners Association Inc.

_____ _____
Buyer/Renter Signature Buyer/Renter Signature

_____ _____
Buyer/Renter Printed Name Buyer/Renter Printed Name

WYNDHAM VILLAGE HOMEOWNERS ASSOCIATION

LEASE ADDENDUM

This document serves as an addendum to the Primary Lease Agreement executed on the _____ day of _____, _____, between _____, Owner of _____ located in the WYNDHAM VILLAGE OF MADISON GREEN (hereinafter referred to as "Owner"), and _____ (hereinafter referred to as "Renter"). In addition to signing this Lease Addendum, the Owner and Renter shall thoroughly read and initial each section in acknowledgement and understanding of the terms described herein.

1. Renter agrees to abide by all provisions of the Association's Declaration of Covenants, Conditions and Restrictions, Bylaws, Rules and Regulations and all other applicable documents (the "Governing Documents"). Renter further acknowledges that Renter's failure to abide by the terms of the Governing Documents shall constitute a material breach of this Lease Addendum and the Lease.

Owner_____ Renter(s) _____

2. Both parties agree that all covenants and agreements contained in this Lease Addendum shall be deemed to be a part of the Primary Lease and incorporated entirely therein as if included originally. The parties further agree that, in case of a conflict between the terms of this Lease Addendum and the Primary Lease, the terms of the Lease Addendum shall take precedence.

Owner_____ Renter(s) _____

3. The Lease is subject to and consistent with the provisions of the Governing Documents, as the same may be amended from time to time. In the event of any inconsistency between the Lease and the provisions of the Governing Documents, the provisions of the Governing Documents shall take precedence.

Owner_____ Renter(s) _____

4. The owner hereby transfers and assigns the Renter for the term of the Lease any and all rights and privileges that the Owner has to use the Association's common elements, including, but not limited to, the use of any and all recreational facilities and amenities. The Owner and Renter acknowledge that the Association reserves the right to withhold access to common element amenities from Renter for any reason that it would, under the terms of the Governing Documents, be authorized to refuse a member such access, including Renter's failure to comply with any of the provisions of the Governing Documents, or the Owner failure to pay monthly assessments when due.

Owner_____ Renter(s) _____

5. Renter must follow all of the Association's parking rules and vehicle restrictions set by the Governing Documents and are subject to penalties stated therein for all violations.

Owner_____ Renter(s) _____

6. In the event the Owner fails to pay the Homeowner's Association fees, and those fees remain in default for 45 days, the Owner authorizes the Renter to withhold from rent the delinquent amount and further authorizes the Renter to pay the amount withheld to the Association.

Owner_____ Renter(s) _____

7. The Owner agrees to be secondarily liable to the Association for any damage caused to the common elements by the Renter, the Renter's family or guests. The Owner further agrees to reimburse the Association for any repairs necessary within 30 days of notice from the Association or the costs incurred for the repairs will be added to the fees due to the Association.

Owner_____ Renter(s) _____

8. The Owner agrees that if any fines are imposed against the Renter, Renter's family or guests remain unpaid for a period of 30 days, the Owner shall become responsible for the payment of the fines, which will be added to the fees due to the Association.

Owner_____ Renter(s) _____

9. In the event of default by Renter in the performance of the terms of the Primary Lease or this Lease Addendum, or the Declaration, Bylaws, and/or Rules and Regulations of the Association, then, in addition to all other remedies which it may have, the Association or its representative shall notify the Owner of the default(s) and demand that they be corrected through the Owner efforts within 30 days of such notice. If the default(s) is not corrected within the 30-day period, the Owner shall immediately thereafter, at the Association's request and at his or her own cost and expense, institute and diligently prosecute an eviction action against the Renter. The eviction action shall not be settled without prior consent of the Association or its representative. In the event the Owner fails to fulfill the foregoing obligation, the Association shall have the right, but not the duty, to institute and prosecute an action as attorney-in-fact for the Owner, at the Owner sole cost and expense, including all legal fees incurred. The Owner hereby irrevocably names, constitutes, appoints and confirms the Association as attorney-in-fact to take all such actions as it deems appropriate on his/her behalf. All costs and attorney's fees incurred by the Association to enforce the terms of the Primary Lease or of this Lease Addendum, or of the Declaration, Bylaws, and/or Rules and Regulations of the Association, or to evict Renter pursuant thereto, will be assessed against the Unit and the owner thereof, and shall be deemed to constitute a lien on the Unit involved. The Association may enforce collection of the lien in the same manner as an assessment. Both the Owner and the Renter acknowledge that the Association is the third-party beneficiary of the Primary Lease and Lease Addendum.

Owner_____ Renter(s) _____

10. In the event the Owner becomes delinquent in payment of assessments (regular or special) or other charges to the Association, the Association may notify the Renter. Upon such notification the Renter shall be obligated to pay the rent required under the lease to the Association, until all delinquent assessments and other charges have been paid in full. During the period of time the Renter is paying the rent to the Association, the Owner shall not seek to evict the Renter for non-payment of rent.

Owner_____ Renter(s) _____

_____	_____	_____
Owner Printed Name	**Owner Signature**	**Date**
_____	_____	_____
Owner Printed Name	**Owner Signature**	**Date**
_____	_____	_____
Renter Printed Name	**Renter Signature**	**Date**
_____	_____	_____
Renter Printed Name	**Renter Signature**	**Date**

Sea Breeze - Wyndham Village HOA/ PO# _____

RESIDENTIAL SCREENING REQUEST

First: _____ Middle: _____ Last: _____

Address: _____

City: _____ ST: _____ Zip: _____

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

Tel#: _____ Cel#: _____

Current Employer

Company: N/A Tel#: N/A

Supervisor: N/A Salary: N/A

Employed From: N/A To: N/A Title: N/A

Current Landlord

Company: N/A Tel#: N/A

Landlord: N/A Rent: N/A

Rented From: N/A To: N/A

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 residence.

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 AmeriCheckUSA 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

_____ _____

Signature Date

☐ For California, Minnesota or Oklahoma applicants only, if you would like to receive a copy of the report, if one is obtained, please check the box.