

# Monterey Pointe 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](http://www.seabreezecms.com)**

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## Rental Application (last updated 3/2020)

Information is required on all applicants. Complete all Requested items at least 15 days prior to lease start. **Old application packages will not be accepted. Our most current applications are available online at [www.seabreezecms.com](http://www.seabreezecms.com).**

**MAIL OR DROP OFF APPLICATION PACKAGE TO OUR OFFICE.  
FAX COPIES WILL NOT BE ACCEPTED AS THE APPLICATION WILL BE  
INCOMPLETE.**

**If copies are needed a charge of 25 cents per page is required.**

- \_\_\_\_ 1) Complete all current information on the application.
- \_\_\_\_ 2) Complete Transaction Acknowledgement Form
- \_\_\_\_ 3) Complete Vehicle and Pet Form. Include proof of vaccinations for pets.
- \_\_\_\_ 4) All occupants must sign they have read the Documents and Rules
- \_\_\_\_ 5) Complete the Certificate of Approval.
- \_\_\_\_ 6) Provide a copy of the **signed lease contract** naming the owners, tenants and start & end date of term.
- \_\_\_\_ 7) \$100.00 **CASH, MONEY ORDER OR CASHIERS CHECK ONLY** for a non-refundable processing fee made payable to Sea Breeze CMS, Inc.
- \_\_\_\_ 8) \$250.00 **CASH, MONEY ORDER OR CASHIERS CHECK ONLY** for a non-refundable administrative fee made payable to Monterey Pointe HOA, Inc.
- \_\_\_\_ 9) Application must be completely filled out, if not, application will be returned unapproved.

Please do not staple application together.

## Application Criteria

An applicant may not be approved based on one or more of the following:

1. Application not completed in full.
2. False information provided in application.
3. More than 2 vehicles.
4. Sub Leasing.
5. All Leases, rentals or other agreements whether written or oral to occupy a unit or persons who are not the Owner of the unit must be for a term of at least thirty (30) consecutive days. If the tenant vacates before the end of the thirty (30) days, the unit may not be leased, rented or otherwise occupied by another tenant until the original agreement has expired.
6. Owner is not permitted to rent this unit until one year from the date of purchase and then any lease must be for a minimum of one month and documentation of the lease must be submitted to the Sea Breeze Office for Board approval and PGA POA.

<b>TRANSACTION/ACKNOWLEDGEMENT LEASE FORM</b>
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**Current Unit Owner (if not applicant):** \_\_\_\_\_

**NAME OF APPLICANT(S):** \_\_\_\_\_

**NAME OF APPLICANT(S):** \_\_\_\_\_

**NAME OF APPLICANT(S):** \_\_\_\_\_

**PRESENT ADDRESS:** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Unit Address for Lease:** \_\_\_\_\_

**Term of Lease:** \_\_\_\_\_

**Realtor Name:** \_\_\_\_\_

**Realtor Phone #:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**TRANSACTION/ACKNOWLEDGEMENT**

1. An owner or renter is subject to the Palm Beach County Bed and Sales tax for any lease or rental six months or less in Palm Beach County.
2. Rentals are limited to no more than four unrelated adults or one family per lease.
3. No sub-leasing is permitted by renters.
4. Individual room rentals are not permitted within the unit.
5. Owner, who is ultimately responsible, shall provide the lessee with the Monterey Pointe Association and PGA Property Owner Association, Declarations and Rules and Regulations, including parking restrictions.
6. No more than two vehicles per unit for rentals are permitted.
7. Please be advised that 18-wheel moving vans are not permitted inside Monterey Pointe. Our narrow streets and tight entrance/exit preclude their use. Eagleton Gate **will not** allow access.
8. Owner is required to provide the lessee contact information to Association, including:

**a. Names of all occupants (Required)**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

**b. Emergency contact telephone number and email address**

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

**c. Vehicle description: make, model, color, State where vehicle is registered and tag number**

Vehicle 1: Make: \_\_\_\_\_ Model: \_\_\_\_\_

Color: \_\_\_\_\_ State: \_\_\_\_\_ Tag #: \_\_\_\_\_

Vehicle 2: Make: \_\_\_\_\_ Model: \_\_\_\_\_

Color: \_\_\_\_\_ State: \_\_\_\_\_ Tag #: \_\_\_\_\_

d. List of any and all pets; dogs must have proof of current rabies vaccination. Submit documentation from the Veterinarian. Only two animals allowed, any combination, cat or dog.

\_\_\_\_\_

I/We have read the rules and regulations stated above and agree to abide by them for the duration of our lease.

Date: \_\_\_\_\_  
Unit Owner Signature Lessee/Tenant's Signature

Date: \_\_\_\_\_  
Unit Owner Signature Lessee/Tenant's Signature

Date: \_\_\_\_\_  
Unit Owner Signature Lessee/Tenant's Signature

Date: \_\_\_\_\_  
Unit Owner Signature Lessee/Tenant's Signature

***\*All required information must be included with this form or application will NOT be processed\****

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Dear Monterey Pointe Homeowner:

The Board of Directors would like to ensure that you are aware of the Association's position as it pertains to the Financial Upkeep of your assigned Maintenance and Special Assessment Fees due to the Monterey Pointe Homeowner's Association for your home in the Community and how it relates to your tenant's rental payments.

In accordance with *Florida Homeowner s' Association Act, Chapter 720, Florida Statutes*, give an association the right to demand that a tenant pay the rent associated with a delinquent unit or parcel, to the association in the event that the owner is delinquent in the payment of any monetary obligation due to the association. *Section 718.116(11), Florida Statutes (2012)*, gives this right to a condominium association, and *Section 720.3085(8), Florida Statutes (2012)*, gives this right to a homeowner's association. Further, both statutes provide that once the association has made this demand the tenant must pay the rent to the association until all outstanding amounts due the Association are paid in full, at which time the association will notify the tenant to then remit future rental payments to the owner/landlord. The statutes also provide that the tenant is immune from any claim by a landlord related to the rent timely paid the association following a written demand.

Further, the statutes provide that in the event a tenant fails to pay the rent to the association, it may institute eviction proceedings pursuant to *Chapter 83, Florida Statutes (2012)*. Accordingly, such demands should be taken seriously and can have significant consequences to the tenant in the event they fail to comply with a valid rent demand.

In the event you have any Accounting-Related Questions or questions pertaining to Sales and Lease please call (561) 626-0917.

We appreciate your cooperation and continued compliance in this matter!

Kind Regards,

Monterey Pointe Homeowners Association, Inc. Board of Directors

## **ADDENDUM TO BE ATTACHED TO ALL NEW LEASES**

This letter is to inform you that under Florida Law Monterey Pointe Homeowners Association may demand that a tenant pay their rent directly to the Association instead of paying it directly or indirectly to their landlord or landlord's agent, if a landlord becomes delinquent in paying any monetary obligation to the Association.

Both the Unit Owner(s) and all tenants renting the Unit are required to sign and date this addendum agreeing that in the event the Unit Owner(s) becomes delinquent on assessments, the tenant(s) listed on the lease will begin paying the rent to **the Association** made payable to Monterey Pointe Homeowners Association, Inc. to cover delinquency until all delinquent assessments are paid.

**Lessee Signature #1:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Lessee Signature #2:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Lessee Signature #3:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Lessee Signature #4:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Owner Signature #1:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Owner Signature #2:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## VEHICLE PARKING RULES

### APPLICABLE TO HOMEOWNERS, GUESTS, VENDORS, SERVICE PROVIDERS AND REAL ESTATE PROFESSIONALS

IN ADDITION TO Section 12, Vehicles, page 21:

**\*Parking of any vehicle is restricted to paved, pavers or concrete surfaces only. No parking allowed on grass or landscaped grounds. Damage to irrigation and turf by homeowner's, tenants, guests, or service personnel is the responsibility of the homeowner.\***

**\*Service vehicles must park street side or on the homeowner's driveway pavers.\***

**\*Overnight parking of allowed vehicles is restricted to homeowner's garage and driveway pavers.\***

**\*Quad Villas parking:** Service vehicles must park street side or on the homeowner's paver driveway. Service vehicles exceptions are trucks used during roof replacement and special construction or repair work. These exceptions must be preapproved by management and include moving vans. It is the homeowner's responsibility to prevent damage to the concrete aprons by heavy vehicles such as dump trucks and moving vans. These aprons were not designed to support heavy construction vehicles or over the road vans and tractor trailer combinations.

UPS and FedEx type delivery equipment are exempt from the above.

Guest parking is restricted to street side and the homeowner's garage and driveway pavers. Short term guest and vendor parking upon the concrete driveways are allowed but must not block egress in or out of the adjacent villa's ,garages, or driveways. Short term is defined as 60 minutes or less.

Homeowner, tenant and guest parking are restricted to the homeowner's garage and driveway pavers. The quad concrete driveways are used for access to the four villas and for the convenience of the owner occupants. Owners, tenants and guests ONLY may park their vehicles in these areas while performing common tasks such as driveway cleaning, car wash or moving objects in or out of the home or garage. Adjacent villas access cannot be blocked during such an activity.

**Emergency vehicles must have reasonable unencumbered access to all quad villas instantly at any time. Renters and guests must be advised of the parking rules by the owner of the villa who will be responsible for violations and any damages caused by the renter or guests.**

**Please initial that you have READ AND RECEIVED a copy of the Vehicle Parking Rules:**

**Applicant - INITIAL**\_\_\_\_\_ (This is a requirement for the application to be approved)

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**CERTIFICATE OF APPROVAL**

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

Unit Address: \_\_\_\_\_

Owner(s): \_\_\_\_\_

Applicant(s): \_\_\_\_\_

The above Applicant(s) as evidenced by Applicant(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.

\_\_\_\_\_  
Applicant(s) Printed Name

\_\_\_\_\_  
Applicant(s) Printed Name

\_\_\_\_\_  
Applicant(s) Signature

\_\_\_\_\_  
Applicant(s) Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

This is to certify that the above-named Applicant(s) have complied with the requirements of the sale application and thereby obtained the approval of **MONTEREY POINTE HOA, INC.**

By: \_\_\_\_\_ As: \_\_\_\_\_ Date: \_\_\_\_\_  
Signed on behalf of the Board of Directors