

# ***Tropical Breeze Estates, Inc.***



**4280 Mockingbird Drive  
Boynton Beach, Florida 33436  
(561) 732-4878 Voice  
(561) 732-6577 Fax  
E-Mail: [tbe.info1@comcast.net](mailto:tbe.info1@comcast.net)**

SUBJECT: Completing and submitting Rental Application Forms

Effective Date – April 1, 2023

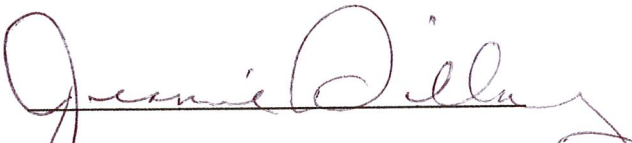
Renting your home in Tropical Breeze Estates requires a completed application packet be submitted to the office at least 30 days prior to a rental becoming effective. The rental application forms, along with the necessary copies of the CCR's, By-laws, and Rules and Regulations can be accessed on the TBE website or you may request a packet by email. The cover page of the application packet includes a list of each required form to be completed. All Incomplete forms/packets will be returned to the owner to be re-submitted. A packet submitted with missing/incomplete documents will delay the process and may affect the rental start date.

Please be aware, the owner carries the responsibility to verify with the incoming tenants that they have read, understand, and agree to follow the rules and regulations when renting your home in TBE.

The review checklist must be completed and signed by the tenants and submitted as part of the rental application packet. This checklist requires a notarized signature.

The rental application service fee is \$50 for renters who have rented the previous year and \$150 for new renters.

When the complete package and payment is received in the office, the background screening will be processed and you, the owner, will be notified of the final approval.



Jennie Dilla

For the Board of Directors, Tropical Breeze Estates

July, 29, 2021

Dear TBE Owner;

If you are planning to rent your home in the 2021-2022 season or at some future date, there are a few changes that may impact your rental. TBE will require a copy of the executed lease/rental agreement as **required** in the TBE Regulations page 26, Rental Policy for Mobile Homes, Rule 15, 1, b. The lease/rental agreement should include the names of all parties, address of property, dates of occupancy, financial agreement, pets or no pets, what is included (electric, water, etc.) and signatures of owner and renter.

**Amendment #1** Covenants, Conditions and Restrictions, ARTICLE XI – PROHIBITED USES, Section 15 page 11:

No lease or rental shall be automatically renewable. Any proposed renewal of a lease or rental, or any lease to or involving the same lessee(s), shall be considered a new lease or rental subject to approval in advance by the Corporation in the same manner as any other lease or rental.

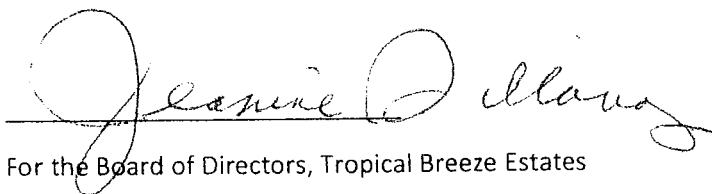
Only entire dwellings/Lots may be leased or rented, and no separate room or rooms may be leased or rented. Furthermore, and without limitation, no lot or dwelling located thereon shall be used as a rooming house, hostel or hotel and no "Time-Sharing Plan" (as defined in Section 721.05, Florida Statutes, as amended or renumbered from time to time, or any similar plan or use shall be permitted for any Lot or dwelling. Subleasing is prohibited. The use of any short term, transient or vacation rental platform, service or website including, without limitation, Airbnb, VRBO or Home Away is strictly prohibited such that no Lot or dwelling may be posted or advertised for lease or rental with any short term or vacation or transient rental service, website or platform.

**Amendment #7** of the Bylaws states the following:

Any Shareholder(s)/Owner(s) desiring to rent his/her/their lot shall be required to notify the CORPORATION in advance and submit a completed application for rental form at lease thirty (30) days in advance of occupancy with respect to those proposed tenants.

**Amendment #8** of the Bylaws, Rental Policy for Mobile Homes, Section 14 (h), Page 27 states the following:

(h) Shareholder(s)/Owner(s) are responsible to inform their potential renters of the Declaration of Covenants, Conditions and Restrictions for Tropical Breeze Estates, Inc. – Plat #1 May 2004, By Laws and Rules and Regulations of Tropical Breeze Estates, Inc. (a Florida Corporation Not For Profit) and to ensure that all these conditions are observed by the renters of their lot.



For the Board of Directors, Tropical Breeze Estates



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[tbeinboynton@comcast.net](mailto:tbeinboynton@comcast.net)



## SUBJECT: RENTAL COMPANION APPLICATION PROCEDURES

1. Enclosed is an Application for Rental/Companion Occupancy which **must** be completed.
  - A. **Owners Information/Application**
  - B. **Renters/Companion Application Form**
  - C. **Power of Attorney to be completed by property owner.**
  - D. **Authorization for File Disclosure (2 forms)**
  - E. **Rental Review Checklist**

These forms must be filled out completely and returned to our office at least thirty (30) days before the date of occupancy. In addition to the above forms, **please include a copy of the executed lease/rental agreement** as required in the Regulations, Rental Policy for Mobile Homes, Rule 15, 1, b. The lease/rental agreement should include the names of all parties, address of property, dates of occupancy, financial agreement, pets or no pets, what is included (electric, water, etc.) and signatures of owner and renter. All forms must be completed or we cannot process the application.

**NOTE: The Authorization for File Disclosure form (D above) must be filled out by each prospective renter or each companion. Do not use one form for two people.**

2. We are also enclosing copies of guest rules and regulations, policies and rules for rental properties at Tropical Breeze Estates, which you should give to your renters/companion. Please emphasize the fact to your renters/companion, that in accordance with item #3 of those rules, they must register at the office within forty-eight (48) hours of arriving.
3. Rental applications will not be processed unless accompanied by the fifty (\$50.00) dollar service fee plus a fee of one hundred (\$100.00) dollars for a background check for first-time renters. No background check is required for previous renters. For new owners, the fees may be combined into one check. These fees are the same whether for one person or two.
4. Shareholders must furnish renters or companion copies of the rules and regulations, as described in #2 above, and must also sign Rental/Companion Occupancy application

accepting responsibility for the actions and conduct of renters or companion. (See paragraph 14G of Regulations.)

5. Please note THAT ONE RENTER MUST BE FIFTY-FIVE (55) YEARS OR OLDER. The second occupant/companion MUST be eighteen (18) or older. Proof of age must accompany the application.
6. Owners are responsible for collecting and paying all applicable county taxes (which applies to all rentals of six (6) months or less) directly to Palm Beach County. Please review requirements at [www.pbctax.com](http://www.pbctax.com) on the "other taxes" tab.
7. See attached Revised Tropical Breeze Corporate Documents which apply to owners, renters or other occupants.
8. Copies of current Driver's License or Passport is required

Sincerely,

**Tropical Breeze Estates, Inc.**

Attachments: Owners Information/Application; Renters/Companion Application; Power of Attorney; 2 copies of the Authorization for File Disclosure; Renter's Guest Policy; and Tropical Breeze Estates, Inc. Regulations, Rental Policy for Mobile Homes and Rules.

**OWNER INFORMATION  
APPLICATION FOR RENTER OCCUPANCY  
(TO BE COMPLETED BY OWNER)**

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

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

Owner's Address (if different from above) \_\_\_\_\_

Owner's Phone Numbers: \_\_\_\_\_

Owner's Email Address: \_\_\_\_\_

Name of Renters: \_\_\_\_\_

\_\_\_\_\_

Each Application will be charged a service fee and a background check fee.

\$50 Service Fee Included:                      Yes \_\_\_\_\_                      No \_\_\_\_\_

\$100 Background Check Fee Included:    Yes        \_\_\_\_\_                      No \_\_\_\_\_

Occupancy is restricted to two (2) persons only. One person must be fifty-five (55) years of age or older. The second occupant must be over eighteen (18) years of age.

The application must be received in the Corporation Office at least thirty (30) days before the date of occupancy.

A copy of the "Rules for Renters" and recreation area key must be furnished to Renters by the Shareholder. The Corporation will not issue recreation area keys to Renters.

Renters "SIGN IN" and obtain Badges at the corporation office within forty-eight (48) hours after arrival.

I HEREBY ACCEPT RESPONSIBILITY FOR THE ACTIONS AND CONDUCT OF THE RENTER/OCCUPANT AND BY POWER OF ATTORNEY AUTHORIZE TROPICAL BREEZE ESTATES TO TAKE WHATEVER ACTION THEY DEEM NECESSARY TO CORRECT ANY VIOLATION OF CORPORATE REGULATIONS AND/OR RULES.

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

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

**RENTERS APPLICATION**  
(TO BE COMPLETED BY RENTER)

Note: One renter/occupant must be fifty-five (55) years of age or older. The other occupant must be eighteen (18) years of age or older. Also, please see the "Shareholders/Owners and Lessees Guest Policy" (attached).

Name of Property Owner: \_\_\_\_\_

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

Renter Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Second Renter Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Home Address: \_\_\_\_\_

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

Length of Rental/Occupancy: From: \_\_\_\_\_ To: \_\_\_\_\_

Emergency Contact Person: \_\_\_\_\_

Have you rented or lived in Tropical Breeze Estates before? Yes: \_\_\_\_\_ No: \_\_\_\_\_

From whom did you rent? \_\_\_\_\_ When: \_\_\_\_\_

Do you have a pet? \_\_\_\_\_ Yes: \_\_\_\_\_ No: \_\_\_\_\_ Kind of Pet: \_\_\_\_\_ Weight: \_\_\_\_\_

Make of Car: \_\_\_\_\_ Year: \_\_\_\_\_ Reg. No. \_\_\_\_\_

Driver's License Number: \_\_\_\_\_

Have you been given a copy of the Park Regulations and Rules? Yes: \_\_\_\_\_ No: \_\_\_\_\_

I/We will abide by the Bylaws, Regulations and Rules while residing in the Park.

Renter/Occupant Signature: \_\_\_\_\_

Renter/Occupant Signature: \_\_\_\_\_

**TO BE COMPLETED BY TROPICAL BREEZE ESTATES**

Recommended for Approval: Yes: \_\_\_\_\_ No: \_\_\_\_\_ Date: \_\_\_\_\_

For the Board of Directors By: \_\_\_\_\_

Note: This form must be returned to the office for approval at least 30 days before the date of occupancy or the renters/occupants will not be permitted to occupy the premises. Renters/occupants must register at the office within forty-eight (48) hours after arrival.

POWER OF ATTORNEY

Renters Name(s): \_\_\_\_\_

Address of Rental Property: \_\_\_\_\_

I/we, hereby specially appoint Tropical Breeze Estates, Inc. a Florida Not for Profit Corporation, of 4280 Mockingbird Drive, Boynton Beach, Florida 33436, as my special attorney in fact to act in my capacity to do any and all of the following:

1) To demand, enforce or sue any tenant or occupant to seek compliance with the By-laws, Regulations and Rules of the Corporation.

2) To serve, evict, seek possession from or serve notice to vacate upon any tenant or occupant who has not been approved by the Corporation or who is in violation of the By-laws, Regulations and Rules of the Corporation.

In Witness whereof, I/ We have hereunto set my/our hand and seal

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

State of: \_\_\_\_\_

County of \_\_\_\_\_

I hereby certify on this day, before me personally appeared the person(s) described in and who executed this foregoing instrument. That the person(s) is/are personally known to me or that I relied upon the following form of identification \_\_\_\_\_ and that an oath (was) (was not) taken.

Witness my hand and official seal  
In the County and State last aforesaid this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Printed Notary Name

Note: This completed and notarized Power of Attorney must be returned to the Corporate Office.

## First-time Renters Only

# AUTHORIZATION FOR FILE DISCLOSURE

**\*PLEASE ATTACH DRIVER'S LICENSE OR PHOTO ID TO THIS FORM\***

### APPLICANT/TENANT CONSENT

I hereby consent to allow Verify Screening Solutions, Inc., through its designated agent/employee, to obtain and verify my consumer reports, including but not limited to, my credit report, criminal information, and eviction information for the purpose of determining my eligibility to lease/purchase an apartment. I further understand if I lease/purchase an apartment, I consent to allow Verify Screening Solution, Inc. and its designated agent/employee, for the duration of my lease, to review the following list of information to assess risk, for analytics, for process improvement, and other uses: my consumer reports, including but not limited to my credit report, criminal information, eviction information, my rental payment history, and occupancy history, and other information. The facts set forth in my application for residency are true and complete. False, fraudulent or misleading information on an application may be grounds for denial of residency or subsequent eviction.

X \_\_\_\_\_

Signature

\_\_\_\_\_ Date

\_\_\_\_\_  
Full Name - First, Middle, and Last Name (Please Print)

\_\_\_\_\_  
Home Address (Unit # if applicable)

\_\_\_\_\_  
CITY

STATE

ZIP

\_\_\_\_\_  
Social Security Number

Date of Birth

\_\_\_\_\_  
Driver's License Number and State Issued



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X \_\_\_\_\_

Signature

Date

\_\_\_\_\_  
Full Name - First, Middle, and Last Name (Please Print)

\_\_\_\_\_  
Home Address (Unit # if applicable)

\_\_\_\_\_  
CITY

STATE

ZIP

\_\_\_\_\_  
Social Security Number

Date of Birth

Driver's License Number and State Issued

### **RENTER(S) GUEST POLICY**

Subject to the provisions of these Bylaws, renters are permitted to have guests when the renter/lessee is in residence provided that the maximum number of occupants, including the renter/lessee and guests, shall not exceed six (6) at any time and overnight guest occupancy of a leased or rented lot shall be limited to not more than two (2) occurrences during any twelve (12) consecutive month period during a lease term for not more than fourteen (14) days per guest occupancy occurrence such that the lot may only be occupied by guests twice during any twelve (12) month period of a lease term for not more than fourteen (14) consecutive days per guest occupancy occurrence. Guest occupancy of a leased/rented lot in the absence of the renter/lessee is prohibited. Such guests must be "registered" in accordance with the Corporate Rules and Regulations. (3/7/19)

### **RENTERS GUEST RULE**

Renters are responsible for the actions of their guests while visiting and should make sure that their guests are informed of our policies during their stay. Owners are responsible for the actions of all occupants of his/her/their lot, including tenants, as well as all family members, guests, and invitees of such owner and his/her/their tenants. (Amended 3/6/14)

(Paragraph deleted (3/6/14))

### **GENERAL REGULATIONS AND RULES**

Under no circumstances may persons under eighteen (18) years of age permanently occupy a lot but such person(s) may temporarily visit as a guest, subject to the above restrictions on the length of such guest occupancy. (3/30/99)

## TROPICAL BREEZE ESTATES, INC.

Rental Review Checklist

OWNER \_\_\_\_\_ ADDRESS \_\_\_\_\_

RENTER: \_\_\_\_\_ RENTER: \_\_\_\_\_

\_\_\_\_\_ A legible copy of the renter(s) driver's license or photo I.D. must be in file. Background check must be completed and all fees collected.

- \_\_\_\_\_ 1. At least one person who is renting the household must be 55 years of age or older. No person under the age of 18 may permanently reside in TBE unless under HUD rules.
- \_\_\_\_\_ 2. Three (3) months "MINIMUM" rental of property is required in Tropical Breeze Estates.
- \_\_\_\_\_ 3. All renters must register at the office within forty- eight (48) hours after their arrival. When registering, you will be issued an I.D. badge (for a fee). I.D. badges are required for the use of the pool, shuffle, and petanque courts, "unless attending a scheduled activity".
- \_\_\_\_\_ 4. PETS: One (1) dog (weighing no more than 30 pounds) and two (2) indoor cats per lot. Cats are required to be kept inside at all times, except when being carried to/from a vehicle or other lot by the owner in a carrier designed for such purpose. Pets are required to be leashed at all times and prohibited from running loose in and about the community.
- \_\_\_\_\_ 5. PROHIBITED BREEDS of dogs: Doberman Pinschers, German Shepherds, Rottweilers, Chows, Pit Bulls and/or any other mixed breed of dog of a vicious or aggressive nature.
- \_\_\_\_\_ 6. Walking pets in the "common areas" (around the pool, shuffle and petanque courts is strictly prohibited. At NO TIME shall a pet be permitted to be inside the gated fenced area of the pool. Dogs cannot be caged, tied, or otherwise be left unrestrained or unattended outside of the mobile home.
- \_\_\_\_\_ 7. All vehicles must be parked on a permanently surfaced driveway and are not permitted to be parked on the paved portion of any street or road overnight. Vehicles are not permitted to be parked on the front lawn of any lot, or in or on a swale for more than seventy- two (72) hours. Parking across sidewalks is prohibited. (County ordinance).
- \_\_\_\_\_ 8. Overnight parking of vehicles in spaces around the clubhouse/recreational facility is prohibited unless a "temporary" parking permit is obtained from the office and signed by a Board member.
- \_\_\_\_\_ 9. Property (outside landscaping appearance) must be maintained by the owner or renter and not left unattended.
- \_\_\_\_\_ 10. Use of clubhouse kitchen facilities are restricted to scheduled activities and removal of any equipment from the clubhouse of any kind is strictly prohibited. No private use of the clubhouse is permitted unless such use is approved in advance by the Board of Directors.
- \_\_\_\_\_ 11. For the safety of all residents, traffic control signs and speed limits must be obeyed. Posted speed limit thirty (30) miles per hour. The community requests speeds not over twenty-five (25) miles per hour are sufficient for traveling in the park.
- \_\_\_\_\_ 12. No motor vehicles, bikes or other vehicles shall drive in and about the community so as to create any disturbance, noise or other inconvenience to any owner, resident, or guest.
- \_\_\_\_\_ 13. No boats, utility trailers, boat trailers, travel trailers, motor homes, industrial or commercial motor vehicles shall be stored on any common area, street, swale, right-of-way, or easement area located throughout the confines of Tropical Breeze Estates.
- \_\_\_\_\_ 14. Sound producing electronic equipment shall be toned down at all times, particularly between the hours of 11pm and 8am. Mowers, power saws, hammers or any other loud noise associated with contractors or repairs are allowed only between the hours of 8am and 9pm and prohibited on

TROPICAL BREEZE ESTATES, INC.

Sundays and holidays, except in emergencies. TBE's worker(s) are exempt from time restrictions.

- \_\_\_\_\_ 15. Recycled items, garbage, and yard foliage schedule: Wednesday - Recycled items and garbage Saturday - Yard foliage and garbage. Items can be placed curb side after sundown the night before pick up. All empty containers must be returned to their proper area after pick up and stored out of sight from the street. Tree branches, hedge trimmings, etc. must be stacked in piles not to exceed the size of two (2) side-by-side refrigerators. Grass clippings, leaves and small items must be placed in bags or containers, consistent with policy of PBC Solid Waste Authority (SWA).
- \_\_\_\_\_ 16. Clotheslines shall be either rotary or retractable type and shall be located in the rear yard of the lot. Clothesline rope strung between posts under the carport is prohibited.
- \_\_\_\_\_ 17. Renters will be allowed to participate in organized social activities, providing space is available on a first come first served basis. Example: To attend dances, tickets are sold to owners first, then if space is available, to renters and guests.
- \_\_\_\_\_ 18. Complaints, suggestions, or recommendations must be submitted in writing, signed, and presented to the office for the Board of Directors.
- \_\_\_\_\_ 19. CANADIAN RENTERS - Please no registered mail to the Office and NO POSTDATED CHECKS.

RENTER'S GUEST POLICY

- \_\_\_\_\_ 1. All guests must register at the office within forty-eight (48) hours after their arrival and purchase I.D. badges for those visiting over twelve (12) years of age. except those visiting less than two (2) days.
- \_\_\_\_\_ 2. Guests of renters are limited to visits for no more than two occurrences during any twelve (12) consecutive month period during a lease term for not more than fourteen (14) days per guest occupancy occurrence. Maximum number of occupants, including the renter/lessee and guests, shall not exceed six (6) at any time and overnight guest occupancy of a leased or rented lot shall be limited as indicated above.
- \_\_\_\_\_ 3. In recreational areas, all guests under the age of eighteen (18) MUST BE accompanied by an adult.
- \_\_\_\_\_ 4. I.D. badges MUST be worn by ALL PERSONS when in the recreational areas (i.e., pool, shuffle and petanque courts) unless attending an organized function. Guests may attend social activities if space is available on a first come first served basis.
- \_\_\_\_\_ 5. Renters' guests are subject to all the By-Laws, Rules and Regulations of Tropical Breeze Estates.

\* I/we, was/were personally informed, have read, and do understand the provisions of the above list as well as the Rules and Regulations of Tropical Breeze Estates.

Renter #1 \_\_\_\_\_ Renter #2 \_\_\_\_\_

Notary \_\_\_\_\_

Notary Stamp

Owner \_\_\_\_\_

Owner \_\_\_\_\_

TO BE COMPLETED BY TROPICAL BREEZE ESTATES

Director, Operations Committee \_\_\_\_\_ Date \_\_\_\_\_