

**KENSINGTON AT WYCLIFFE  
PROPERTY OWNERS' ASSOCIATION  
C/O GRS COMMUNITY MANAGEMENT  
3900 WOODLAKE BLVD., SUITE 309  
LAKE WORTH, FL 33463  
PHONE (561) 641-8554 / FAX (561) 641-9448**

**APPLICATION REQUIRED**

**\$50.00 APPLICATION FEE MADE OUT TO KENSINGTON POA**

**\$50.00 PROCESSING FEE MADE OUT TO GRS MANAGEMENT**

**\$550.00 SECURITY DEPOSIT REQUIRED FOR LEASE**

**COPY OF SALE OR LEASE CONTRACT REQUIRED**

**APPROVAL REQUIRED PRIOR TO OCCUPANCY**

**NO MORE THAN TWO DOGS PERMITTED PER HOUSEHOLD**

**PICKUP TRUCKS CANNOT BE PARKED ON DRIVEWAYS OVERNIGHT**

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**APPLICATION FOR SALE OR LEASE**

1. In accordance with Article VI, Section 19 of the Amended and Restated Declaration of Restrictions and Protective Covenants for Kensington (the "Declaration"), a Lot Owner is required to notify the Association, in writing on an application form provided by the Association, of his/her intention to sell or lease their property. Accordingly, the undersigned Lot Owner(s) hereby provides the following information which is being submitted not less than fourteen (14) days prior to the proposed sale or lease of the property.

**PRINT OR TYPE**

ADDRESS OF PROPERTY: \_\_\_\_\_

NAME OF CURRENT OWNER: \_\_\_\_\_

PHONE NUMBER FOR CURRENT OWNER: \_\_\_\_\_

NAME OF PROSPECTIVE PURCHASER/LESSEE: \_\_\_\_\_

**PREVIOUS ADDRESSES OF PROSPECTIVE PURCHASER (LIST TWO)**

1. \_\_\_\_\_

2. \_\_\_\_\_

PHONE NUMBER WHERE INDIVIDUAL CAN BE REACHED: \_\_\_\_\_

IF A LEASE, THE TIME PERIOD COVERED BY THE LEASE: FROM \_\_\_\_\_ TO \_\_\_\_\_

IF A SALE, THE ANTICIPATED CLOSING DATE: \_\_\_\_\_

IF A LEASE, ATTACH A FULLY EXECUTED COPY OF THE LEASE.

\*\* Please note: The term of the proposed lease must be no less than three (3) months. In addition, the subject property may only have one (1) lease in any twelve-month period. Also, the proposed Lease must expressly state that the Lese and Lessee are subject to, in all respects, the terms and provisions of the Declaration, Articles of Incorporation, Bylaws and the Rules and Regulations of Kensington, and all governing documents of Wycliffe Community Association, Inc.

\*\* Please note: If a Sale, the undersigned Purchaser agrees to furnish the Association, not more than fourteen (14) days after the conveyance by sale, with a copy of the deed of conveyance with an indication of the mailing address of the new owner, if different from that indicated herein.

\*\* It shall be the responsibility of the lessor/current owner to provide a copy of the Articles of Incorporation and Bylaws and any Rules and Regulations to the lessee/purchaser. The lessee or purchaser needs to acknowledge that he/she takes occupancy subject to and agrees to abide by the Rules and Regulations.

CURRENT OWNERS SIGNATURE \_\_\_\_\_

PROSPECTIVE OWNER / LESSEE SIGNATURE \_\_\_\_\_

DATE

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**ADDENDUM TO LEASE**

THIS ADDENDUM is made between \_\_\_\_\_ (“Landlord”) and \_\_\_\_\_ (“Tenant”) effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and is intended to and shall supplement, amend and modify that certain lease dated \_\_\_\_\_ in the following respects:

1. Tenant(s) are subject to and shall abide by all covenants and restrictions and rules and regulations set forth in the Amended and Restated Declaration of Conditions, Covenants, Easements and Restrictions for Kensington Property Owners Association, Inc. (“Kensington”); Bylaws of Kensington; Articles of Incorporation of Kensington; and any rules and regulations for Kensington.
2. In the event the landlord/owner becomes delinquent in payment of assessments (regular or special) or other charges to the Association, the Association may notify the Tenant. Upon such notification, the Tenant 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.

Witness:

LANDLORD

\_\_\_\_\_  
Print Name

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

\_\_\_\_\_  
Signature

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

Witness:

TENANT(S)

\_\_\_\_\_  
Print Name

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

\_\_\_\_\_  
Signature

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

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**EXCERPT FROM DECLARATION**

**Section 19. Conveyances.** In order to assure a community of congenial residents and thus protect the value of the dwellings, the sale or lease of Lots shall be subject to the following provisions.

- A. The Lot owner shall notify the Association, in writing on an application form provided by the Association, of his/her intention to sell or lease his/her Lot. The name, address and telephone number of the prospective Purchaser for sale or a copy of the lease must be provided to the Association, with the date when such lease or sale is to take place, not less than fourteen (14) days prior to the sale or lease of the property. The proposed Tenant shall deposit a security deposit of \$550.00 with the application form and a screening fee of \$50.00. The Tenant will be refunded the \$550.00 security deposit at the termination of the lease term within thirty (30) days minus any deductions resulting damage to the Common Elements or fines associated with the Lot during Tenant's tenancy. A Tenant shall be limited to occupancy as required by the Palm Beach County Code of Ordinances and shall only be allowed two vehicles to be registered with "entry passes" to the Lot. The right of the Association to evict the Tenant for failure to abide by the governing documents of the Association shall be considered incorporated within the terms of a Lease.
- B. Any and all lease agreements between an owner and a lessee of a lot at Kensington shall be in writing, shall provide for a term of not less than three months and must provide that the lease shall be subject, in all respects, to the terms and provisions of the Declaration, the Articles of Incorporation, Bylaws and the Association Rules and Regulations of Kensington, and the Wycliffe Community Association, Inc. Any failure by the lessee under such lease agreement to comply with such terms and conditions shall be a material default and breach of the lease agreement. No Lot at Kensington shall be subject to more than one (1) lease in any twelve-month period. Unless provided to the contrary in the lease agreement, an owner, by leasing his Lot, automatically delegates his right of use and enjoyment of the Common Areas and facilities to his lessee and in so doing, the said owner relinquishes his rights during the term of the lease agreement.
- C. In the event of a sale, it shall be the responsibility of the purchaser of the Lot to furnish the Association with a recorded copy of the deed of conveyance indicating the owner's mailing address for all future maintenance bills and other correspondence from the Association.
- D. The purchaser or lessee shall be required to meet with the Association to execute a copy of the Rules and Regulations acknowledging that he/she takes title to or occupancy subject to and agrees to abide by the Rules and Regulations. Such a meeting will take place after the Association has received the name, address and telephone number of the prospective Purchaser for Sale or a copy of the lease, and prior to the date of conveyance.
- E. Except as provided in Paragraph "F", it is not the intention of this Article to grant to the Association a right of approval or disapproval of purchasers or lessees. However, it is the intent of this paragraph to impose an affirmative duty on the Lot owner to keep the Association fully advised of any changes in occupancy and ownership for the purpose of facilitating the management of the Association membership records.
- F. If an owner is delinquent in payment of any assessment, the Association has the right to disapprove any sale or lease.

**Section 20. Occupancy.** As previously provided in this Declaration, the Lots may be used for residential living units and for no other purpose. In order not to overburden Association community facilities, occupancy of a Lot shall be limited to two (2) persons per bedroom.

Persons, guests or invitees, other than family members as defined below, may occupy Lots of the owner in his absence for a period not to exceed thirty (30) days in any one calendar year, provided written permission by the owner is provided to the Board of Directors of the Association prior to the occupancy of the Lot by a guest or invitee. As used herein "Guests" or words of a similar import shall include only those persons who have a principal residence other than the Lot. A person(s) occupying the Lot in the owner's absence for more than thirty (30) days shall not be deemed a guest, rather shall be deemed a lessee for the purposes of this Declaration, (regardless of whether a lease exists, or rent is paid), and shall be subject to the provisions of this Declaration which apply to lessees.

"Family" shall be limited to a Lot owner's parents, grandparents, children, grandchildren, great-grandchildren, brothers, sisters, and the spouses of each.

**ACKNOWLEDGEMENT OF RECEIPT OF DOCUMENTS**

I ACKNOWLEDGE THAT I HAVE RECEIVED AND READ COPIES OF THE FOLLOWING DOCUMENTS AT THE TIME OF THE CLOSING ON MY PURCHASE OF A HOME IN KENSINGTON:

1. Wycliffe Community Covenants, By-Laws and Rules and Regulations.
2. Kensington Property Owners Association Covenants, By-Laws and Rules and Regulations.

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