

AUTHORIZATION AGREEMENT FOR ASSOCIATION TO COLLECT
RENT UPON DELINQUENCY IN MAINTENANCE PAYMENTS

WHEREAS _____ (herein "Owner) is the record owner(s) of Unit _____ located at _____ Boca Raton, FL. As amended, Fifth Avenue Place HOA, Inc. is recorded in the Public Records of Palm Beach County.

WHEREAS Fifth Avenue Place HOA Inc (herein "Association) is the entity charged with the operation and management of the condominium and

WHEREAS Owners desires to lease the unit to _____ (herein "Lessee(s)") pursuant to a lease submitted herewith; and

WHEREAS the parties desire the approval of the Association for the lease under Article 18.6 of the Declaration.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which is expressly acknowledged, the parties hereto agree as follows:

1. Upon executing and delivering this Authority Agreement, the Association shall provide the necessary approval for the lease.
2. If, at any time during the pendency of the term of the lease, the Owner becomes delinquent in payment of assessments to the Association, the owner and Lessee(s) agree that the Association shall have the power, right, and authority to demand lease payments directly from the Lessee(s) and deduct such past due assessments, costs and attorney fees, if any as may be delinquent. Further, the owner and Lessee(s) agree that Lessee(s) will pay the full rental payment due, to the Association, upon written demand. Owner expressly absolves Lessee(s) from any ability to Owner for unpaid rent under the Lessee Agreement. Suppose such payment is made directly to Association upon demand from Association. If any funds are left over, the Association shall immediately remit the balance to the Owner at the address listed in the Association records.
3. Should Lessee(s) fall to comply with the demand of the Association within three (3) business days of receipt of a demand for payment hereunder, the Association is hereby granted the authority to obtain a termination of the tenancy, in the name of Owner, through eviction proceedings, or to seek injunctive relief or specific performance under this contract. Owner and Lessee(s) further agree that, if such legal action becomes necessary, the Association shall be entitled to recover reasonable attorney's fees and costs, including appeals, from the owner.

Agreed to this _____ day of _____, 20_____

Fifth Avenue Place HOA Inc

OWNER _____ LESSEE(S) _____

BY: _____ ATTEST: _____