

**MIDDLE RIVER HOMES CONDOMINIUM ASSOCIATION, INC**  
**AUTHORIZATION AGREEMENT FOR ASSOCIATION TO**  
**COLLECT RENT UPON DELINQUENCY IN MAINTENANCE PAYMENTS**

WHEREAS, \_\_\_\_\_ (here in "Owner"), is the record owner(s) of Unit \_\_\_\_\_ located at \_\_\_\_\_, Fort Lauderdale, Florida, in Middle River Homes, a condominium (herein the condominium"), as described in the Declaration of Condominium as amended, recorded in the Public Records of Broward County, in the official Records, Book 13327, page 1, and

WHEREAS, the Middle River Homes Condominium Association, Inc. (Herein "Association") is the entity charged with the operation and management of the Condominium, and

WHEREAS, Owner 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 this lease, pursuant to Article 18 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 the execution and delivery of this Authority Agreement, and the submission of any other documentation required by the Association, the Association shall provide the necessary approval for the lease.
2. If, at any time during the pendency or term of the lease, Owner becomes delinquent in payment of assessments to Association, Owner and Lessee(s) agree that Association shall have the power, the right and authority to demand lease payments directly from the Lessee(s), and deduct such past-due assessments, cost and attorney fees, if any, as may be delinquent. Further, 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 liability to Owner for unpaid rent under the Lease Agreement if such payment is made directly to the Association upon demand from Association. If any funds are left over after Association deducts the amount owed to it, the Association shall immediately remit the balance to owner at the address listed in the Association's records.
3. Should Lessee(s) fail to comply with the demand of the Association within three (3) 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 fee and costs, including appeals, from Owner. Any such cost shall be deemed to be a special assessment against the unit and collectable in the same manner as any special assessment, pursuant to the Declaration of Condominium.
4. The parties hereto expressly acknowledge and agree that the Lessee shall be required to adhere to the provisions of the Declaration of Condominium, the Articles of Incorporation, and By-laws for the Association and any Rules established by the Association. Any breach of the provisions of such documents shall be deemed to same remedies as provided in Paragraph 3 herein.

**AGREED UPON, Owner(s)**

Signed \_\_\_\_\_

Print \_\_\_\_\_

BEFORE ME, the above signed authority, personally appeared \_\_\_\_\_ to me known and know to me to be the person who executed the foregoing instrument, and that he freely and voluntarily executed same for the purposes therein expressed.

WITNESS my hand and official seal

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

NOTARY PUBLIC

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ My commission Expires: \_\_\_\_\_

**AGREED UPON, Lessee(s)**

Signed \_\_\_\_\_

Print \_\_\_\_\_

BEFORE ME, the above signed authority, personally appeared \_\_\_\_\_ to me known and know to me to be the person who executed the foregoing instrument, and that he freely and voluntarily executed same for the purposes therein expressed.

WITNESS my hand and official seal

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

NOTARY PUBLIC

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ My commission Expires: \_\_\_\_\_

**ACCEPTED UPON, Board**

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

Attest: \_\_\_\_\_  
Witness

BEFORE me, the above signed authority, personally appeared \_\_\_\_\_ and \_\_\_\_\_ President and Witness respectively, of Middle River Homes Condominium Association, Inc., to me well known to be the persons described in and who executed the foregoing instrument and the acknowledge jointly and severally to and before me that the execution thereof was their free act and deed for uses and purposes therein set forth.

WITNESS my hand and official seal

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

NOTARY PUBLIC, State of Florida at Large

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ My commission Expires: \_\_\_\_\_