

**DELRAY COLONIAL HOMEOWNERS ASSOC., INC.**  
**APPLICATION FOR SALE/LEASE APPROVAL**

1. THIS APPLICATION MUST BE COMPLETED IN DETAIL BY THE PROPOSED BUYER OR LESSEE AND RETURNED TO:  
C/O TRAK PROPERTY MANAGEMENT  
751 Park of Commerce Drive Suite  
116 Boca Raton, FL 33487  
561-245-4444 OFFICE 561-245-4447 FAX
2. PLEASE ATTACH A COPY OF THE SALES CONTRACT OR LEASE AGREEMENT.
3. PLEASE ATTACH THE FOLLOWING CHECKS;
  - A. A NON-REFUNDABLE APPLICATION FEE OF \$100.00 PAYABLE TO DELRAY COLONIAL HOA.
  - B. A NON-REFUNDABLE PROCESSING FEE IN THE AMOUNT OF \$75.00 PAYABLE TO TRAK PROPERTY MANAGEMENT.
4. LEASES CANNOT BE FOR LESS THAN THREE MONTHS OR MORE THAN ONE YEAR AND A UNIT CANNOT BE LEASED MORE THAN ONE TIME PER YEAR.
5. AN INTERVIEW BY A REPRESENTATIVE OF THE ASSOCIATION MAY BE REQUIRED.
6. THERE IS AN OCCUPANCY RESTRICTION OF NOT MORE THAN TWO PERSONS PER BEDROOM. (i.e. two bedroom house- 4 persons)
7. OWNERS MUST PROVIDE NEW BUYERS WITH A COPY OF THE DOCUMENTS FOR DELRAY COLONIAL SIGNED PROOF OF THIS IS ATTACHED & MUST BE SIGNED.
8. OWNER AND TENANT MUST SIGN AND BE AWARE OF THE ASSIGNMENT OF RENT.
9. THIS COMPLETED APPLICATION MUST BE SUBMITTED TO THE ASSOCIATION OFFICE NO LATER THAN 30 DAYS PRIOR TO THE DESIRED DATE OF CLOSING OR MOVE IN.
10. OWNERS MUST SUPPLY RENTERS WITH COPY OF RULES AND REGULATIONS. BOTH RENTERS AND OWNERS MUST BE AWARE THAT FAILURE TO ABIDE BY RULES/REGULATIONS OF DELRAY COLONIAL COULD RESULT IN FORFEITURE OF SECURITY DEPOSIT. OWNERS ACKNOWLEDGE RESPONSIBILITY FOR ANY DAMAGE CAUSED BY TENANTS TO COMMON AREA IN EXCESS OF THE ABOVE SECURITY DEPOSIT (3-A). OWNERS SHOULD CHECK WITH MANAGEMENT PRIOR TO RETURN OF ANY SECURITY TO RENTERS.
11. NO COMMERCIAL VEHICLES, TRUCKS, BOATS, TRAILERS, MOTOR HOMES, RECREATIONAL VEHICLES, MOTORCYCLES, ETC. PERMITTED ON THE PREMISES.
12. THERE IS A STRICT NO PET POLICY FOR EVERY UNIT
13. THERE IS NO SUB LEASING AT ANY TIME ALLOWED.
14. A COPY OF REGISTRATION FOR ALL APPLICANTS VEHICLES MUST ACCOMPANY THIS APPLICATION.

**APPLICATION FOR LEASE/SALE, GIFT, DEVISE OR  
INHERITANCE APPROVAL**

PLEASE PRINT OR TYPE

TODAY'S DATE: \_\_\_\_\_

IS THIS A SALE OR LEASE: \_\_\_\_\_

CLOSING DATE: \_\_\_\_\_ LEASE TERM: \_\_\_\_\_

PRESENT OWNER'S NAME: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

ADDRESS OF UNIT FOR SALE OR LEASE:  
\_\_\_\_\_

NAME OF REALTOR HANDLING SALE OR LEASE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

BUYER'S NAME: \_\_\_\_\_

LESSEE'S NAME: \_\_\_\_\_

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

TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

OTHER PERSONS WHO WILL OCCUPY THE UNIT WITH YOU:

NAME	AGE	RELATIONSHIP
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

1. I hereby agree for myself and on behalf of all persons who may use the home which I seek to purchase or lease:
  - a. I will abide by all the restrictions contained in the By-Laws, Rules and Regulations and Restrictions, which are or may in the future be imposed by DELRAY COLONIAL HOA, INC.
  - b. I understand that pets (if any) must be kept on a leash and solid waste must be removed.
  - c. I understand that sub-leasing or occupancy of this unit in my absence is prohibited.
  - d. I understand that any violation of the terms, provisions, conditions and covenants of the DELRAY COLONIAL Documents provides cause for immediate action as therein provided, or termination of the leasehold under appropriate circumstances.
  
2. I understand that the acceptance for Lease of a unit at DELRAY COLONIAL is conditioned upon the truth and accuracy of this application and upon the approval of the Board of Directors. Any misrepresentation or falsification of information of these forms will result in the automatic rejection of this application. Occupancy prior to approval is prohibited.
  
3. I understand that the Board of Directors of DELRAY COLONIAL may cause to be instituted such an investigation of my background as the Board may deem necessary. Accordingly, I specifically authorize the Board of Directors to make such investigation and agree that the information contained in this and the attached application may be used in such investigation and that the Board of Directors and Officers of DELRAY COLONIAL itself shall be held harmless from any action or claim by me in connection with the use of the information contained herein or any investigation conducted by the Board of Directors.

In making the foregoing application, I am aware that the decision of DELRAY COLONIAL will be final and no reason will be given for any action taken by the Board. I agree to be governed by the determination of the Board of Directors.

\_\_\_\_\_  
 APPLICANT'S Signature

\_\_\_\_\_  
 CO-APPLICANT'S Signature

\_\_\_\_\_  
 Print Applicant's Name

\_\_\_\_\_  
 Print Co-Applicant's Name

# APPLICATION FOR OCCUPANCY

PRESENT OWNER'S NAME: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

ADDRESS OF UNIT FOR SALE OR LEASE:  
\_\_\_\_\_

NAME OF REALTOR HANDLING SALE OR LEASE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

BUYER'S/LESSEE'S NAME: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ MARITAL STATUS: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_ SOCIAL SECURITY #: \_\_\_\_\_

DRIVER'S LICENSE #: \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_

SPOUSE/CO-APPLICANT: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ MARITAL STATUS: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_ SOCIAL SECURITY #: \_\_\_\_\_

DRIVER'S LICENSE #: \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_

NUMBER OF ADULT OCCUPANTS: \_\_\_\_\_ NUMBER OF CHILDREN: \_\_\_\_\_

NUMBER OF PETS: \_\_\_\_\_

DESCRIBE (BREED, COLOR AND WEIGHT): \_\_\_\_\_

DESCRIBE (BREED, COLOR AND WEIGHT): \_\_\_\_\_

IN CASE OF EMERGENCY NOTIFY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

## RESIDENCY (SECTION 1)

MARCH 2016

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

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

LANDLORD/MORTGAGE COMPANY: \_\_\_\_\_

MORTGAGE LOAN #: \_\_\_\_\_

## EMPLOYMENT (SECTION 2)

PRESENT EMPLOYER: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

TITLE: \_\_\_\_\_ LENGTH OF EMPLOYMENT: \_\_\_\_\_

SALARY: \_\_\_\_\_

SPOUSE'S/CO-APPLICANT'S EMPLOYER: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

TITLE: \_\_\_\_\_ LENGTH OF EMPLOYMENT: \_\_\_\_\_

SALARY: \_\_\_\_\_

## BANK INFORMATION (SECTION 3)

BANK NAME: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CHECKING ACCOUNT #: \_\_\_\_\_ DATE ACCOUNT OPENED: \_\_\_\_\_

SAVINGS ACCOUNT #: \_\_\_\_\_ DATE ACCOUNT OPENED: \_\_\_\_\_

BANK NAME: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CHECKING ACCOUNT #: \_\_\_\_\_ DATE ACCOUNT OPENED: \_\_\_\_\_

SAVINGS ACCOUNT #: \_\_\_\_\_ DATE ACCOUNT OPENED: \_\_\_\_\_

**CHARACTER REFERENCES (SECTION 4)**  
(Do not give relatives' names)

NAME: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

NAME: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

**AUTOMOBILE INFORMATION (SECTION 5)**

NUMBER OF CARS: \_\_\_\_\_

MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ YEAR: \_\_\_\_\_

TAG #: \_\_\_\_\_

MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ YEAR: \_\_\_\_\_

TAG #: \_\_\_\_\_

MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ YEAR: \_\_\_\_\_

TAG #: \_\_\_\_\_

**GENERAL INFORMATION (SECTION 6)**

Have you ever been evicted before? \_\_\_\_\_

If yes, where/why? \_\_\_\_\_

Have you ever refuse to pay rent? \_\_\_\_\_

If yes, where/why? \_\_\_\_\_

## **CHECKLIST**

1. If any question is left blank, this application may not be approved. This application is subject to approval.
2. Attached is a non-refundable fee of \$100.00 payable to DELRAY COLONIAL
3. Please enclose a copy of the Lease/Sales Contract with this application.
4. Proof of receipt of documents on sales.

I/We declare the above information to be true and correct. I/We authorize the landlord, or agent(s) to verify and obtain a consumer credit report.

I/We agree to abide by the Rules and Regulations of the Association.

\_\_\_\_\_  
APPLICANT'S Signature/Date

\_\_\_\_\_  
CO-APPLICANT'S Signature/Date

\_\_\_\_\_  
Print Applicant's Name

\_\_\_\_\_  
Print Co-Applicant's Name

**PROOF OF RECEIPT OF DOCUMENTS  
FOR SALES**

**Please sign below as proof that you received the documents for Delray Colonial Homeowners Association, Inc.**



I/We have received the Documents for DELRAY COLONIAL HOA, INC.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**ADDENDUM TO LEASE**

This ADDENDUM is made by and between \_\_\_\_\_  
("Landlord") and \_\_\_\_\_ ("Tenant"), pursuant to that Lease  
dated \_\_\_\_\_ and concerning that certain unit more completely  
described located in \_\_\_\_\_ ("Association") as:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Landlord and Tenant Agree to amend the above referenced Lease as follows:

1. All leases, lease renewals, or rental agreements must be in writing.
2. All leases, addendums, and lease renewals shall be on forms approved by Association.
3. The Association shall have the right to terminate the lease upon default by the owner and/or tenant and/or other occupant of the demised Property in observing any of the provisions of the declaration, including owner's obligation to pay maintenance and or tenant's obligation to make rental payments to Association upon owner's default, the Articles and By-Laws of Association, applicable rules and regulations or other applicable provisions of any agreement, document or instrument governing the Association or administered by Association and to bring an action for tenant removal.
4. Leasing of Property shall be subject to the prior written approval of Association. Any and all proposed Lessees, including room-mates of the demised Property are subject to the prior written approval of the Association, in its sole discretion, and shall be subject to an application and screening process which may include, but is not limited to, credit, employment, and personal reference investigations. The Association shall be entitled to a reasonable fee, paid in advance for performing the screening process.
5. No lease, lease renewal or rental agreement shall be for a term of less than 12 months.
6. Any and all lease renewals must be approved by the Association prior to the anniversary of the lease. The Association shall have the right not to approve any lease renewal in its sole discretion.

7. Landlord and/or Tenant shall provide Association a security deposit in an amount not to exceed the equivalent of one month's rent to be deposited into an account maintained by Association as permitted by Florida Law. The security deposit shall protect against damages to the Common Elements or Association Property. A security deposit held by Association under this Section shall be governed by Chapter 83 of the Florida Statutes, as it may be renumbered from time to time.

8. If during the lease term the Landlord becomes delinquent in the payment of an assessment, and/or other charge of any nature kind or description due to the Association, the Landlord and Tenant agree and acknowledge that the Association shall have the authority to directly collect the rental payments from the Tenant. Such rental payments collected from tenant shall be collected and applied in accordance with the procedures established by the Board. Landlord and Tenant each agree that Tenant shall pay to the Association, and not to Landlord, all recurring installments of Rent owed to the Landlord under said lease upon Tenant's receipt of the Association's written demand for payment of Rent based on the delinquency of Landlord's obligations to pay assessments to the Association. Landlord agrees, for as long as Landlord remains delinquent in the payment of an assessment, that Tenant's payment of Rent under the lease to the Association shall not constitute nonpayment of Rent under the lease. The Landlord irrevocably appoints the Association, without recourse, as Landlord's agent and attorney-in-fact in Landlord's place and stead to collect from tenant each installment of Rent due Landlord under said Lease, for as long as Landlord remains delinquent in Landlord's obligation to pay assessments to the Association. Except for accounting to Landlord for each installment of Rent received by the Association from Tenant pursuant to these provisions, Association assumes no responsibility to owner and/or Tenant as "landlord" under said Lease and/or under Part II of Chapter 84, Florida Statutes, Landlord and Tenant acknowledge and agree that provision of this paragraph create only a facility of payment of Rent owed under the lease to Landlord to be paid directly by Tenant to the Association to be applied toward the Landlord's delinquent obligations to the Association to pay assessments to the Association. Landlord and Tenant each covenant and agree that they accept the Association's disclaimer of any responsibility as "landlord" to either party under said Lease and/or Part II of Chapter 83, F.S., and each party agrees to and does hereby indemnify and hold harmless the Association, including attorney's fees at all levels, for any claims arising out of said lease.

9. Landlord will be jointly and severally liable with the tenant to Association for any amount which is required by Association to effect repairs or

to pay any claim for injury or damage to property caused by the negligence of the tenant.

10. As a material inducement to the approval of this lease and lease Addendum by Association, Landlord agrees to repair and/or replace to the satisfaction of the Association any item which is Landlords responsibility under the terms of the Declaration and which is requested by Association prior to the commencement of the Lease and to submit the property to the Association for inspection. Landlord and Tenant agree that Tenant shall not be permitted to occupy the premises until Landlord complies with the terms of this provision. Further, Landlord agrees to maintain, repair and/or replace all items which are Landlords responsibility under the terms of the Declaration. If Landlord fails to maintain, repair and/or replace any item which is Landlords responsibility under the terms of the Declaration., the Association may, in its sole discretion, cure the failure of the Landlord and shall have the right to assess the Apartment Owner and the unit for the necessary sums to install, maintain, repair and/or replace said item. Landlord agrees and acknowledges that the Association shall have the right to claim a lien against the property for any and all unpaid assessments, including but not limited to assessments made pursuant to this provision..

11. Landlord and Tenant acknowledge that they have been advised and understand all the Association rules and regulations appertaining to the use of the unit.

12. The provision of the addendum are made part of the subject contract and shall supersede, govern and control all contract provisions in conflict therewith. A facsimile ("fax") copy of the Contract or this addendum and any signatures hereon shall be considered for all purposes originals.

LANDLORD:

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

TENANT:

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*MARCH 2016*