

Doral Colony Homeowners Association, Inc.

Lease Procedure

The Following items must be submitted in order for an application to be considered:

1. An Application for Lease, completed by applicants(s).
2. A copy of the lease contract, and Addendum to lease executed by the lessor and lessee.
3. A non – refundable screening fee in the amount of \$100 for every occupant over the age of 18, payable to Doral Colony HOA, Inc., which may be submitted by the lessee in the form of a personal check, certified bank check or money order.
4. A refundable security deposit in an amount equal to two months of maintenance fees, **payable to Doral Colony HOA**, must be submitted by the Lessor.
5. If individual(s) applying is coming from any other State, or any Florida county other than Broward or Miami Dade, a police report from the last county of residence must be included.
6. If Individual(s) applying is coming from a foreign country, a police report (carta de Buena conducta) from that country must be included.
7. If individual (s) applying does not have a US social security number, **three letters of reference**, along with a bank reference letter must be provided as well. Additional nonresident background report may be required at applicant's expense, cost to be determined once application is submitted.

When received, all information will be forwarded to the Association's Screening Committee for review. The Screening Committee will Schedule an interview with Applicant(s). Doral Management will notify the applicant of the interview date.

The Management Company will provide the Applicant(S) with the Waiver of Right of First refusal and Certificate of Approval to Lease form after the Screening Committee has executed it.

Return complete application via e-mail to: colony@doralmanagement.com

Please hand-deliver or mail payment to:

Doral Colony HOA

c/o Doral Management

3300 NW 112th Ave, Suite 13 - 2nd Floor

Doral, FL 33172

If you have any questions, please contact Doral management at (305) 591-8715 or

e-mail us at colony@doralmanagement.com

PLEASE ALLOW 20 BUSINESS DAYS TO PROCESS YOUR APPLICATION

Doral Colony Homeowners Association, Inc.

Application for Lease

In accordance with the Declaration of Doral Colony Homeowners Association, Inc., the following information must be submitted to the Board of Directors for consideration before approval is granted for the sale of your unit. **Please complete this form and return it to Doral Colony Homeowners Association, Inc., 3300 NW 112th Ave, Suite 13 - 2nd Floor, Doral, FL, 33172-1400. Processing Fee \$100 Non-Refundable - Payable to Doral Colony Homeowners Association, Inc.**

If purchasing, approximate settlement date: _____ If renting, approximate move-in date: _____

Unit address: _____

Prospective Buyer(s)/Lessee(s):

Name: _____ Date of Birth: _____ SSN: _____
Name: _____ Date of Birth: _____ SSN: _____
Marital Status: _____ Adults # : _____ Children #: _____ Pets#: _____
Names _____ and _____ Ages _____ of _____ Children: _____
_____ Pet(s) Information _____ (breed,
color, _____ size, _____ etc.): _____
_____ No. of cars you will park at this address: _____ Driver's _____ License
No(s): _____ Make: _____ Model: _____
_____ Year: _____ Plate #: _____ State: _____ Make: _____
_____ Model: _____ Year: _____ Plate #: _____ State: _____

Residency History

1) Present Address: _____ How Long? _____
Landlord/Mortgage: _____ Phone No.: _____
Landlord/Mortgage Address: _____ Contact: _____
2) Previous Address: _____ How Long? _____
Landlord/Mortgage: _____ Phone No.: _____
Landlord/Mortgage Address: _____ Contact: _____

Employment References

1) Employer: _____ Position: _____ How Long? _____
Address: _____ Phone No.: _____
Supervisor: _____ Approx. Monthly Salary: _____
2) Employer: _____ Position: _____ How Long? _____
Address: _____ Phone No.: _____
Supervisor: _____ Approx. Monthly Salary: _____

Personal References:

1) Name: _____ Residence Phone No.: _____
Address: _____ Business Phone No.: _____
2) Name: _____ Residence Phone No.: _____
Address: _____ Business Phone No.: _____

Bank References

1) Bank Name: _____ Address: _____
Phone No.: _____ Savings Acct: _____ Checking Acct: _____

I certify that the above information is correct and complete and hereby authorize any inquiries you feel necessary to evaluate my occupancy.

Signature **Print Name** **Phone** **Date**

Signature **Print Name** **Phone** **Date**

**AUTHORIZATION FOR RELEASE
OF BANKING, RESIDENCE, EMPLOYMENT,
CREDIT AND POLICE INFORMATION.**

I/we _____ hereby authorize the release of information to the credit agency and their Attorneys or Representatives, and Community Association screening, as Agents, concerning my banking, credit, residence, employment or police records in reference to this application for housing with the ASSOCIATION, (hereinafter referred to as "the Association ") and Doral Management.

I/we understand that the Board of Directors and the Doral Management, 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 of the Association, Doral Management, or Community Association Screenings, as agent, to make such investigation and agree that the information contained in the attached application may be used in such an investigation.

Furthermore, I/we release the Board of Directors and the officers of the Association, Doral Management and Community Association Screening, as agent, (To include: Employees; Officers; Directors; Brokers; Agents; and Representatives of the foregoing) and all persons and firms providing or receiving information in this report, from any and all claims or liability which might arise from the release, transmission, assembly, interpretation of information, denial of application or other adverse action.

I/we are also authorizing the Management Agent/Company to furnish the Lessor with a copy of the Credit and Police Reports.

Signature _____

Date _____

Spouse's Signature _____

Date _____

Community Association Screening / Ref# _____

RESIDENTIAL SCREENING REQUEST

First: _____ Middle: _____ Last: _____

Address: _____

City: _____ ST: _____ Zip: _____

SSN: _____ DOB (MM/DD/YYYY): _____

Tel#: _____ Cel#: _____

Current Employer

Company: _____ N/A _____ Tel#: _____ N/A _____

Supervisor: _____ N/A _____ Salary: _____ N/A _____

Employed From: _____ N/A _____ To: _____ N/A _____ Title: _____ N/A _____

Current Landlord

Company: _____ N/A _____ Tel#: _____ N/A _____

Landlord: _____ N/A _____ Rent: _____ N/A _____

Rented From: _____ N/A _____ To: _____ N/A _____

I have read and signed the Disclosure and Authorization Agreement.

SIGNATURE: _____ **DATE:** _____

DORAL COLONY HOMEOWNERS ASSOCIATION, INC.

ADDENDUM TO LEASE

THIS ADDENDUM made this _____ day of _____, 20____, is attached to and forms an integral part of the lease to which it is attached, dated _____ (hereinafter referred to as the "Lease") by and between _____, (hereinafter referred to as "Owner" or "Lessor") and _____, (hereinafter referred to as "Lessee") for Lot #____, Block #____ within the Doral Colony Project ("Doral Colony") located at _____, Miami, Florida, (hereinafter referred to as the "Unit"). In the event this Addendum conflicts with, varies or modifies the terms and provisions of said Lease, then in such event, the terms and provisions of this Addendum shall control and govern the rights and obligations of the parties.

WITNESSETH:

WHEREAS, Lesser is the Owner of the Unit, and wishes to lease said Unit to Lessee; and

WHEREAS, Doral Colony Homeowners Association, Inc. (the "Association"), pursuant to its Rules and Regulations has the authority to require that this standard Addendum to Lease form be executed by Lessor and Lessee,

NOW, THEREFORE, in consideration of the terms set forth herein and other good and valuable consideration, the receipt and adequacy of which the parties hereby acknowledge, the parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. All capitalized terms set forth herein shall have the same meaning as set forth in the Declaration of Covenants, Restrictions and Easements to Doral Colony Homeowners (the "Declaration") unless the context otherwise provides.
3. Lessee shall abide by and comply with the provisions of the Declaration, By-Laws, Articles of Incorporation and all Rules and Regulations, as same may be amended from time to time (hereinafter referred to as the "Governing Documents") and shall comply with all laws, ordinances and regulations of all governing authorities having jurisdiction. By executing this Addendum, the Lessee acknowledges receipt of the Governing Documents from the Lessor and acknowledges review of same.
4. In the event Lessor is delinquent in the payment of any monthly maintenance assessments or special assessments due to the Association the rent for the Unit shall be applied by the Lessee to payment of any delinquent assessment or Installment thereof due to the Association before payment of the balance, if any, of such rent to the Lessor. If any such assessments and installments are not paid within ten (10) calendar days after the due date, the Association shall notify the Lessor of such delinquency by certified and regular mail to the last address furnished to the Association by Lessor and shall notify Lessee of same by regular

mail to the Unit address. Upon receipt of such notice, Lessee shall immediately pay to the Association the amount of such delinquent assessment, including late fees, interest, collection costs and attorney's fees (if any), and shall deduct such sums paid to the Association from the next rental payment. Notwithstanding the foregoing, in the event the sums owing to the Association exceed the Lessee's rental payment, Lessee shall not be obligated to pay any sums in excess of such rental payment to the Association. If any excess sums are due to the Association, the Lessee is authorized to continue to deduct such sums from each rental payment until such sums have been paid in full.

5. In the event the Lessee fails to pay delinquent assessments and costs and fees incidental thereto, the Lessee shall be deemed in default under the Lease and subject to eviction proceedings as described in paragraph 6 of this Addendum, In addition to all other remedies the Association shall have. The collection of rental payments from the Lessee shall not be deemed an election of remedies, and the Association may still proceed to collect delinquent assessments in accordance with the Governing Documents, Including, but not limited to, the filing of a claim of lien, foreclosure, and personal money actions.
6. Lessee agrees to abide by this Addendum, the Governing Documents and all applicable laws, ordinances and regulations. If Lessee fails to comply with this Addendum, the Governing Documents or any applicable laws, ordinances and regulations, Lessor shall promptly commence action to evict Lessee. If Lessor fails to promptly commence action to evict Lessee, Lessor hereby authorizes the Association as the Lessor's agent and attorney in fact, to commence eviction proceedings. In the event the Association files an action for eviction, the Lessor and Lessee shall be jointly and severally liable for all attorney's fees and costs, including appellate proceedings. Nothing contained herein shall be deemed to obligate the Association to commence eviction proceedings or to preclude the Association from pursuing any other available legal remedies.
7. The Unit shall be possessed, occupied and utilized solely for the purpose of a private residential dwelling and for no other purpose. Lessee warrants and represents that the only occupants of the Unit will be the following Individuals:

8. The Lessee shall not assign the Lease, nor sublet or permit the Unit or any part thereof to be used by others without the prior written approval of the Association. There shall be no extensions or renewals of the Lease without the prior written approval of the Association.
9. The Lessee agrees not to keep anything in the Unit which will increase the insurance rates of the Association or interfere with the rights of other residents of the Association by creating unreasonable noises or otherwise; nor shall Lessee commit or permit any nuisance, immoral or illegal act in the Unit or on the Common Properties.
10. When used herein, the singular shall include the plural, the plural the singular and the use of any gender shall include all genders as appropriate.
11. The partial or complete invalidity of anyone or more provisions of this Addendum shall not be affected thereby, and each and every term and provision otherwise

valid shall remain valid and be enforced to the fullest extent permitted. The failure of any party hereto to Insist, In anyone or more Instances, upon the performance of any of the terms, covenants or conditions of this Addendum, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such terms, covenants, conditions or rights as respects further performance.

12. Nothing contained In the Lease, this Addendum, or the Governing Documents shall In any manner: (i) be deemed to make the Association a party to the Lease or this Addendum (except to the extent that the Association is an intended third party beneficiary of any of the covenants contained in the above referenced documents which are for the benefit and protection of the Association and are necessary to enable the Association to enforce its rights hereunder; (ii) create any obligation or liability on the part of the Association to the Lessor or Lessee (including, without limitation, any obligation as a landlord under applicable law or any liability based on the Association's approval of the Lessee pursuant to the Declaration, such approval being solely for the benefit of the Association), or (iii) create any rights or privileges of the Lessee under the Lease, this Addendum, or the Governing Documents as to the Association.

IN WITNESS WHEREOF the undersigned have executed this Addendum as of the date and year first above written.

Signed, sealed and delivered in the presence of:

OWNER(S)/LESSOR(S):

Witness

Signature

Witness

Signatures

LESSEE(S):

Witness

Signature

Witness

Signatures

Doral Colony Homeowners Association, Inc. acknowledges receipt of this Lease Addendum this ____ day of _____, 20__.

**DORAL COLONY
HOMEOWNERS ASSOCIATION, INC.**

Witness

By: _____
Officer Signature

Witness

Title: _____