**Solimar Homeowners Association**

**7715 Solimar Cir**

**Boca Raton, FL 33433**

*(US mail only checked monthly, please email all documents, if you must mail, email us to check the mailbox)*

**Email:** [**solimarHOAboard@gmail.com**](mailto:solimarHOAboard@gmail.com)

**Web:** [**https://www.solimarHOA.com**](https://www.solimarhoa.com/)

**Procedure for Selling/Transferring a Lot below and see web page “Buyer/Sale FAQ’s/Applicaton”**

1. The **seller** must provide the following to the Board of Directors to the **email** (preferred) address listed above:
   1. **“**Application for Sale” completed by the **SELLER** (see below). P. 1 of 1
   2. “Application for Purchase” completed by the **BUYERS** (see below). P. 1 of 4
   3. **“**Acknowledgements" page signed by **EACH BUYER** (see below). P. 1 of 1
   4. **SELLER** provides - **1st page of executed** “Sales Contract/**Purchase Agreement**”

*(showing the buyer(s), the property description, the sale terms)*

1. The **BUYER** must pay a $500 (non-refundable) application fee (paid with a check). **See Notes: below**.
2. The seller of any LOT must provide the buyer with a printed copy of the Solimar governing documents (Declaration of Restrictions and Homeowner Covenants, Articles of Incorporation, By-Laws, and all amendments to them). The board may provide an electronic copy to seller if the seller does not have a copy. The seller is responsible for printing the documents and provide to buyer.
3. An **interview** *(electronic)* **of all BUYERS** listed on the sales contract is required before closing.
4. The board of directors will, within fifteen (15) days of receiving the completed application, provide the seller a Certificate of Approval in recordable format or notification that consent has been withheld**.** Reasons consent may be withheld:
5. Application form is incomplete.
6. Proposed buyer has provided information on the application form which is a material misrepresentation and impacts on the occupancy.
7. Seller has unpaid assessments, late fees, or fines.
8. The proposed buyer is or has been in violation of the association governing documents before taking occupancy of the Lot.
9. The proposed buyer or residents may not legally reside within 1000 ft of a park or school.
10. At closing, a capital contribution assessment of $500.00 is due from the buyer. **Notes:**

Payments to Solimar HOA (BUYER pays $500 application fee (then an additional $500 capital contribution at closing)):

**\***All checksshould be *made payable to* "Solimar Homeowners Association" **BUT** **mailed to our accounting firm, TGL\***:

Contact information for our accounting firm to **mail your check to** *(or contact them directly to pay electronically):*

**\*The General Ledger of the Palm Beaches**  **(TGL)**

5646 Corporate Way

West Palm Beach, FL 33407

P: 561-616-0555

Fax: 561-616-1069

Efax: 561-763-1003

Email: [hoa@thegeneralledger.com](mailto:hoa@thegeneralledger.com)

Fee for the estoppel certificate is payable to the General Ledger, not to Solimar HOA.

**Estoppel certificates**: The General Ledger (our accounting firm) issues estoppel certificates for Solimar

($250 fee for this and it is paid directly to The General Ledger)

**Procedure for Selling/Transferring a Lot**

The procedure above does not apply to transfers by the current Homeowner to any member of the owner's immediate family or the conveyance or bequest of the Lot by Will or under the laws of descent and distribution.

**Solimar Homeowners Association**

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |  |  |  |  | **7715 Solimar Cir** | | |
|  |  |  |  |  |  |  |  |  |  |  | **Boca Raton, FL 33433** | | |
|  |  |  |  |  |  |  |  | **Email:** [**solimarHOAboard@gmail.com**](mailto:solimarHOAboard@gmail.com) | | | | | |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  | **Web:** [**https://www.solimarHOA.com**](https://www.solimarhoa.com/) | | | | | |
|  |  |  |  |  |  |  |  |  |  |  | |  |  |
|  |  |  |  |  |  |  |  | **A) APPLICATION FOR SALE (**the **SELLER** FILLS THIS OUT**)** | | | | | |
| DATE: |  | | | | |  |  |  |  |  |  |  |  |
| SALE DATE: | | | | | |  |  | (If known, or estimated sale date) | | | | | |
|  |  |  |  |  |  |  |  |  |  |  | **PROPERTY ADDRESS** | | |
| ADDRESS: | | | | | |  |  | SOLIMAR CIR, BOCA RATON, FL 33433 | | | | | |
|  |  |  |  |  |  |  |  |  |  |  | **CURRENT/MAILING ADDRESS** | | |
| STREET ADDRESS: | | | | | |  |  |  |  |  |  |  |  |
| CITY STATE ZIP: | | | | |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  | **FUTURE MAILING ADDRESS (AFTER SALE IS COMPLETE)** | | | | | | | |
| STREET ADDRESS: | | | | | |  |  |  |  |  |  |  |  |
| CITY STATE ZIP: | | | | |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  | **SELLER CONTACT INFORMATION** | | | |

This will be used by the board to communicate with you, request additional documentation, etc. in order to complete the process.

PRIMARY SELLER CONTACT:

NAME:

PHONE NUMBER:

ALT PHONE NUMBER:

EMAIL ADDRESS:

ALTERNATE SELLER CONTACT:

NAME:

PHONE NUMBER:

ALT PHONE NUMBER:

EMAIL ADDRESS:

**SELLERS' REALTOR/ATTORNEY INFORMATION**

This information is requested solely to facilitate communication during the sale.

COMPANY NAME:

COMPANY PHONE:

AGENT NAME:

AGENT PHONE:

AGENT EMAIL:

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**Solimar Homeowners Association**

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|  |  |  |  |  |  |  | **7715 Solimar Cir** | | |
|  |  |  |  |  |  |  | **Boca Raton, FL 33433** | | |
|  |  |  |  |  |  | **Email:** [**solimarHOAboard@gmail.com**](mailto:solimarHOAboard@gmail.com) | | | |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  | **Web:** [**https://www.solimarHOA.com**](https://www.solimarhoa.com/) | | | |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  | **B) APPLICATION FOR PURCHASE** | | | | |
|  |  |  | **APPLICATION** | | | **MUST BE FILLED IN COMPLETELY** | | **TO BE** | **PROCESSED** |
| DATE: |  | |  |  |  | PROPERTY | ADDRESS \_\_\_ SO\_\_ S | LIMAR CIR. |  |
| SALE DATE: | | |  |  | (If known, or estimated sale date) | | | | |
|  |  |  |  |  |  | **BUYER INFORMATION** | | | |

"BUYER" means any person who will be listed on the deed as an owner. Phone and email will be used primarily for communication during the sale process.

Copy this page (prior to filling in) if more than 3 buyers will be listed on deed.

BUYER 1:

NAME:

PHONE NUMBER:

ALT PHONE NUMBER:

EMAIL ADDRESS:

WILL RESIDE AT THIS ADDRESS AFTER PURCHASE (Y/N)?

BUYER 2:

NAME:

PHONE NUMBER:

ALT PHONE NUMBER:

EMAIL ADDRESS:

WILL RESIDE AT THIS ADDRESS AFTER PURCHASE (Y/N)?

BUYER 3:

NAME:

PHONE NUMBER:

ALT PHONE NUMBER:

EMAIL ADDRESS:

WILL RESIDE AT THIS ADDRESS AFTER PURCHASE (Y/N)?

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  | **OTHER PERSONS (NON-BUYERS) WHO WILL RESIDE IN THE HOUSE** | | | | | | | | |
| NAME: | |  | AGE: |  |  |  |  | RELATIONSHIP: | |  |
| NAME: | |  | AGE: |  |  |  |  | RELATIONSHIP: | |  |
| NAME: | |  | AGE: |  |  |  |  | RELATIONSHIP: | |  |
| NAME: |  |  | AGE: |  |  |  |  | RELATIONSHIP: |  | |

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|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  | **APPLICATION FOR PURCHASE** |  | | |
|  |  |  |  | **RESIDENCE HISTORY** | | | |
| PRESENT RESIDENCE: | | | |  |  |  |  |
| ADDRESS: |  | | |  |  |  |  |
| CITY STATE ZIP: |  | | |  |  |  |  |
| HOW LONG? |  | |  |  |  |  |  |
| OWN/RENT: |  | |  | If Rent, provide landlord contact information below. | | | |
| LANDLORD NAME: | | |  |  |  |  |  |
| LANDLORD PHONE: | |  | |  |  |  |  |
| PREVIOUS RESIDENCE (if at present address less than 3 years): | | | | | | | |
| ADDRESS: |  | | |  |  |  |  |
| CITY STATE ZIP: |  | | |  |  |  |  |
| HOW LONG? |  | |  |  |  |  |  |
| OWN/RENT: |  | |  | If Rent, provide landlord contact information below | | | |

LANDLORD NAME:

LANDLORD PHONE:

**EMPLOYMENT REFERENCES**

EMPLOYEE (Name of buyer):

EMPLOYER NAME:

EMPLOYER ADDRESS:

EMPLOYER PHONE:

POSITION:

# YEARS:

EMPLOYEE (Name of buyer):

EMPLOYER NAME:

EMPLOYER ADDRESS:

EMPLOYER PHONE:

POSITION:

# YEARS:

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**APPLICATION FOR PURCHASE**

**BUYERS' REALTOR INFORMATION**

This information is requested solely to facilitate communication during the sale.

COMPANY NAME:

COMPANY PHONE:

AGENT NAME:

AGENT PHONE:

AGENT EMAIL:

**TITLE COMPANY/CLOSING AGENT INFORMATION (if known)**

This information is requested solely to facilitate communication during the sale.

COMPANY NAME:

COMPANY PHONE:

AGENT NAME:

AGENT PHONE:

AGENT EMAIL:

**VEHICLE INFORMATION**

Solimar governing documents prohibit trucks (including pick-up trucks), commercial vehicles, motor homes (RVs), boats, trailers, campers, and boats. The complete list of prohibitions is listed in Article VI, Section 14 of the Solimar Declaration of Restrictions. When there is a dispute as to whether a vehicle is prohibited by the Declaration, the Board has the sole authority to make the decision.

Please provide a list of all vehicles owned, leased, or operated by any person who will reside in the house being purchased. Provide license state if other than Florida.

VEHICLE MAKE MODEL LICENSE

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**APPLICATION FOR PURCHASE**

**PET INFORMATION**

Solimar governing documents allow for dogs and cats. Please provide number and breeds for each.

Number and breed(s):

DOGS: \_\_\_\_\_\_\_\_\_ BREED(S): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CATS: \_\_\_\_\_\_\_\_\_ BREED(S): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Solimar governing documents also permit "other household pets". Please provide information on all household pets other than dogs or cats such as snakes, birds, reptiles, etc. Some may not be permitted.

|  |  |  |  |
| --- | --- | --- | --- |
| SPECIES COMMON NAME: | |  | WEIGHT: |
| SPECIES COMMON NAME: | |  | WEIGHT: |
| SPECIES COMMON NAME: |  |  | WEIGHT: |

**SIGNATURES**

By signing, the applicant affirms and certifies that the information provided is true and complete. Applicant also recognizes that Solimar Homeowners Association or its agent may investigate the information provided by the Applicant and a full disclosure of pertinent facts may be made to the Association. The Board of Directors shall have the right to reject the Applicant within 15 days by written notice to the present Owner. Applicant understands that if this transaction is approved, the applicant assumes all the rights, privileges, liabilities, and obligations of the owner as set forth in the Solimar Declaration of Covenants and related governing documents of the association.

Signature (buyer 1):

Print name

Signature (buyer 2):

Print name

Signature (buyer 3):

Print name

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(APPLICATION FOR PURCHASE)

**C) ACKNOWLEDGEMENTS**

The seller is required to include a copy of the association's governing documents (Declaration of Restrictions and Homeowners association Covenants, Articles of Incorporation, By-laws) and any amendments with the sales contract. We urge you to read the entire governing documents. This acknowledgements page lists some of the restrictions you should be aware of so there are no post-closing surprises. It is by no means complete. Again, please read the entire governing documents. If you have questions, please ask for clarification. Please do not complete the purchase if you are unable or unwilling to comply with the covenants, restrictions and rules.

All owners, residents, and guests are subject to all the restrictions contained in the Solimar governing documents and any rules the Board of Directors may adopt from time to time and that failure to comply may result in fines or legal action.

Commercial vehicles, trucks, boats, trailers, RVs, and campers are prohibited from being parked in Solimar. "Trucks" includes pick-up trucks even if used for personal use. "Commercial vehicles" includes vehicles with any advertising permanently painted on vehicle or applied to the glass. If prohibited on the property, storing in the garage is also prohibited.

Any change to the exterior appearance of the house or landscaping requires approval by the Architectural Control Board. No trees may be removed without replacing with a similar tree.

The house and grounds of the Lot must be maintained in a neat and attractive manner. Failure to do so may result in fines.

Overnight parking in the street is prohibited by Solimar rules. The pool parking lot may be used for temporary overnight parking for you and guests but not for long-term parking.

Maintenance assessments are due monthly on the first of each month. A late fee will be charged if payment is not received by the 15th of the month.

The house may not be rented or leased until 3 years after the purchase date. "Rented" in this context means allowing anyone to live in the house while the owners are not present.

All persons who will reside in the house are allowed to reside within 1000 feet of a park or school. Ineligible persons are those convicted of sexual battery, regardless of whether adjudication has been withheld, in which the victim of the offense was less than 16 years of age.

**By signing below, I acknowledge and agree to all "acknowledgements" above.**

**Signature (buyer 1):**

**Print name**

**Signature (buyer 2):**

**Print name**

**Signature (buyer 3):**

**Print name**