



Malky Condominium Association, Inc.

APPLICATION FOR CONSENT TO LEASE OR FOR SALE

To process an application for the sale or lease of a unit, the application package must be completed in full and submitted with all required documents and fees. The complete package must be received by the Management Office at least ten (10) working days before Association action is requested. The Board of Directors will have ten (10) days after the applicant's interview to take action on the application.

INCOMPLETE APPLICATIONS WILL BE RETURNED WITHOUT ACTION.

Required Documents

- Copy of the proposed sales contract or rental/lease agreement.
- Copy of a valid photo ID for each applicant.
- Copy of a valid, unexpired vehicle registration.
- Two (2) letters of recommendation for each applicant over 18 years of age.
- Original police report for each applicant over 18 years of age.
- Cashier's check or money order for all applicable fees listed below.

FEES (NON-REFUNDABLE)

\$175.00 - Married couple, with a copy of the marriage certificate.
\$150.00 - Per applicant over 18 years of age, payable to VTE Consulting LLC.
\$30.00 - Background check fee per applicant, payable to VTE Consulting LLC by money order or cashier's check
\$300.00 - Impact fee, payable to Malky Condominium

STANDARD PROCESSING TIME: 20-25 BUSINESS DAYS

Rush processing (7-10 business days) is available for an additional \$100.00 fee.

ALL APPLICATIONS MUST BE SUBMITTED IN PERSON. APPLICATIONS WILL NOT BE ACCEPTED BY EMAIL.

An application will not be considered and will be automatically denied if a national background check and full credit report cannot be completed.

Occupancy is limited to a maximum of two (2) occupants per bedroom.

IMPORTANT: Any approval issued by the association is contingent upon the Association's Management certifying the payment of any outstanding assessment, fines, late charges, or other fees owed by the current unit owner to the association. Approval may be rightfully withheld until all such outstanding maintenance assessment debts have been paid to the Association.

IMPORTANT: No one may move into the unit before approval by the association has been given. Any UNAPPROVED sale /lease of a unit is a voidable transaction and can be set aside through appropriate legal action.

The Board of Directors feels that this procedure will serve the best interests of the community. We thank you in advance for your cooperation.

AFTER A SALE IS FINAL

Please provide Management with a copy of the recorded Warranty Deed and the Settlement Statement showing the closing date and the name(s) of the new owner(s). This information is required in order to update the Association's records.

Applicant Name (Print) _____ Applicant Signature _____ Date _____

Malky Condominium Association, Inc.

Email: ninagarcia@vteconsultingllc.com | office@vteconsultingllc.com

APPLICATION MUST BE COMPLETED IN FULL BY PROSPECTIVE TENANT(S) OR BUYER(S)

VTE Consulting LLC, 1840 West 49 Street, Suite 216, Hialeah, FL 33012 | 305-603-7879



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APPLICATION RESTRICTIONS & ACKNOWLEDGMENT

Restrictions

- New Residents must be interviewed and approved by the Association, with five (5) days advance notice of move in or out.
- Residents are permitted to move into the building between the hours of 9:00 A.M. - 4:30 P.M. Monday through Friday.
- If you are having work done in your unit, it must be done between the hours of 9:00 A.M. - 4:30 P.M. Monday through Friday.
- All maintenance fees must be current at the time of application.
- All boxes are to be crushed and folded, taken to the dumpster in the parking area, and placed in the dumpster container. If boxes are not broken down, the unit will receive a fine of \$100.00 violation.
- If sale, the buyer agrees to provide the Management Company with a copy of the Closing Statement no later than seven (7) days after the closing date. If a lease, you must provide a copy of the lease agreement.
- No excess furniture from moves in or out may be left by the dumpster area. A fine will be given to the unit owner.

I certify that I have read and understand the above application and restrictions:

Unit #

Signature of Applicant: _____ **Date:** _____

Signature of Applicant: _____ **Date:** _____

Signature of Owner: _____ **Date:** _____

All Applicants must sign



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Application for Consent to Lease or For Sale

This application and the attached Application for Occupancy must be completed in detail by the proposed Buyer/Tenant. Please attach a copy of the Sales Contract to this application or rental agreement. The Seller (current owner) shall provide the Buyer with a copy of all the Condominium documents. Processing of this application will begin after all required forms have been completed, signed, and in the Management's office.

Application For: ☐ Sale ☐ Lease

Unit #:

Applicant #1

First Name:	Middle Name:	Last Name:
D.O.B:	Social Security:	
Driver License State:	Driver License:	
Phone Number:	Phone:	
Email:		

Employment of Applicant #1

Employer:	Position:
How Long at Present Job:	Phone Number:
Address:	

Applicant #1 - Background Information

Have you ever been arrested or convicted of a crime? YES or NO:	
Dates:	County / State / Convicted in:



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Applicant #2

First Name:	Middle Name:	Last Name:
D.O.B:	Social Security:	
Driver License State:	Driver License:	
Phone Number:	Phone:	
Email:		

Employment of Applicant #2

Employer:	Position:
How Long at Present Job:	Phone Number:
Address:	

Applicant #2 - Background Information

Have you ever been arrested or convicted of a crime? YES or NO:	
Dates:	County / State / Convicted in:
Charges:	



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Applicant #3

First Name:	Middle Name:	Last Name:
D.O.B:	Social Security:	
Driver License State:	Driver License:	
Phone Number:	Phone:	
Email:		

Employment of Applicant #3

Employer:	Position:
How Long at Present Job:	Phone Number #:
Address:	

Applicant #3 - Background Information

Have you ever been arrested or convicted of a crime? YES or NO:	
Dates:	County / State / Convicted in:
Charges:	



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Children Under 18 years old

1. First and Last Name	Age
2. First and Last Name	Age:
3. First and Last Name	Age:

Emergency Contact

Name:	Relationship:
Phone:	
Name:	Relationship:
Phone:	

VEHICLE INFORMATION

Make:	Year:	Color:	Tag:

PET'S INFORMATION

Name:	Type:	Weight:	Tag:
Vaccine Information:			



APPLICATION CHECKLIST

Rush: ☐ Yes ☐ No (additional fee required).

- ☐ 1) Fully completed Application.
- ☐ 2) \$175.00 per married couple with the Marriage Certificate.
- ☐ 3) \$150.00 Money Order or Cashier's Check - Made payable to VTE Consulting LLC.
- ☐ 4) \$30.00 Background Check, Money Order, or Cashier's check - Made payable to VTE Consulting LLC.
- ☐ 5) Two Personal Reference Letters per applicant over the age of 18.
- ☐ 6) U.S. Government-issued photo ID per applicant.
- ☐ 7) Copy of Executed Lease or purchase contract - Must be fully executed.
- ☐ 8) Sales Only. Please provide proof of income.
- ☐ 9) Copy of License (All Adults over the age of 18).
- ☐ 10) Copy of vehicle registration (All vehicles owned).
- ☐ 11) Copy of vehicle insurance (All vehicles owned).
- ☐ 12) Signed and acknowledged receipt of Rules and Regulations.
- ☐ 15) \$300.00 Impact Fee payable to Malky Condominium

If the above requirements are not met, the application will not be accepted. (No Exceptions)

Application and documentation received (Date):

Received By:

This document must be filled out by the office manager.

VTE Consulting LLC, 1840 West 49 Street, Ste 216, Hialeah, FL 33012, 305-603-7879



Rent Interception

The Condominium Act was amended effective July 1, 2010, to allow an Association to demand that a tenant in possession must pay any future monetary obligation related to the unit, i.e., rent, directly to the Association.

Fla. Stat. & 718.166(11)

(11)(a) If the unit is occupied by a tenant and the unit owner is delinquent in paying any monetary obligation due to the association, the association may make written demand that the tenant pay to the association the subsequent rental payments and continue to make such payments until all monetary obligations of the unit owners related to the unit have been paid in full to the association. The tenant must pay the monetary obligations to the association until the association releases the tenant or the tenant discontinues tenancy in the unit. Pursuant to section 718.116 (11), Florida Statutes, the association demands that you pay your rent directly to the condominium association and continue doing so until the association notifies you otherwise.

This is commonly known as "rent interception", and if the tenant fails to comply, the tenant may be subject to eviction. The statute allows the association to demand that the tenant pay to the association the subsequent rental payments and continue to make such payment until all monetary obligations of the unit owner related to the unit have been paid in full to the association." The rent interception statute provides the association a tool to preclude an owner, who is often in foreclosure, from pocketing the rent obligation while shorting the owner's obligation to the association.

As an owner, you understand that 10% of the rental interception amount is collected as a processing fee for the efforts made. Also, you understand that a \$25.00 fee for each notice posted/mailed is also charged to you.

You understand the law that has been stated above and will adhere to such recourse if needed.

Applicant Name

Applicant Signature



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DISCLOSURE AND AUTHORIZATION AGREEMENT

DISCLOSURE

A consumer report and/or investigative consumer report, including information concerning your character, employment history, general reputation, personal characteristics, criminal record, education, qualifications, motor vehicle record, mode of living, credit, and/or indebtedness, may be obtained in connection with your application for and/or continued residence.

A consumer report and/or an investigative consumer report may be obtained at any time during the application process or at your residence. Upon timely written request of the management, and within 5 days of the request, the name, address, and phone number of the reporting agency and the nature and scope of the investigative consumer report will be disclosed to you. Before any adverse action is taken, based in whole or in part on the information contained in the consumer report, you will be provided with a copy of your rights under the Fair Credit Reporting Act.

AUTHORIZATION

This requested information will be used in reference to my (our) Purchase/Rental/Lease Application.

I/We hereby authorize you to release any and all information concerning my/our Employment, Banking, Credit, and Residence information to:

VTE Consulting LLC
1840 W 49th Street, Suite #216
Hialeah, FL 33012

I/We hereby authorize VTE Consulting LLC to investigate all statements contained in my/our application, if necessary. I/We understand that I/We hereby waive any privileges I/We may have regarding the requested information by releasing it to the above-named party. A copy of this form may be used in lieu of the original.

READ, ACKNOWLEDGED, AND AUTHORIZED

Applicant Name

Applicant Name

Applicant Signature

Applicant Signature

Date

Date

RESTRICTED VEHICLES

These vehicles are not allowed to park in the condominium.

Pickup trucks



Commercial vehicles



Vehicles with signs or lettering



Moving trucks



Limousines



Heavy-duty trucks



**Long-bed pickups /
F-250 / F-350**



Motorcycles



**All types of
trailers**



not lease or assign his right to an automobile parking space except in conjunction with a lease of his apartment, which lease has been approved in accordance with the provisions of the Declaration of Condominium.

13. Complaints regarding the service of the Condominium shall be made in writing to the Board of Directors and the Manager.

14. Laundry Rooms shall be used in such manner and at such times as the Board of Directors or the Manager may from time to time direct. Such directions shall be posted in each laundry room.

15. Apartment unit owners, residents, their families, guests, servants, employees, agents, visitors, shall not at any time or for any reason whatever enter upon or attempt to enter upon the roof, into elevator shaft, elevator equipment room, or power rooms of any building.

16. There shall not be kept in any apartment any inflammable, combustible, or explosive fluid, material, chemical or substance except for normal household use.

17. The use of the common areas, including the swimming pool, shall at all times be subject to such rules and regulations as the Manager may establish.

18. Payments of monthly assessments shall be made at the office of the Manager at 2001 N. W. 7th Street, Miami, Florida. Payments made in the form of checks shall be made to the order of Nalky Condominium, Inc. Payment of regular assessments is due on the first day of each month and if 5 or more days late, is subject to charges, as provided in the Declaration of Condominium.

19. No apartment unit owner or resident shall direct, supervise or in any manner attempt to assert any control over any of the employees of the Manager, nor shall he attempt to send any of such employees upon private business of such apartment owner or resident.

EXHIBIT "A" TO BY-LAWS OF
PALMY CONDOMINIUM, INC.
BEING ITS INITIAL RULES AND REGULATIONS

1. The sidewalks, entrances, elevators, halls, corridors and stairways of apartment building shall not be obstructed or used for any other purpose than ingress to and egress from apartment units.

2. No article shall be placed in any of the corridors, walls or stairways of the building nor shall the same be obstructed in any manner. Nothing shall be hung or shaken from doors, windows, walks or corridors of the apartment building.

3. Children who are the guests of residents shall not be permitted to play in the walks, corridors, elevators, stairways of the apartment building.

4. None of the common elements of the Condominium shall be decorated or furnished by any apartment unit owner or resident.

5. Apartment unit owners are specifically cautioned that their right to make any addition, change, alteration or decoration to the exterior appearance of any portion of an apartment building, including balconies appurtenant to apartments, is subject to the provisions of the Declaration of Condominium.

6. The maintenance of animals, birds, fish, reptiles, amphibians or other pets of any description shall be permitted, subject to these rules and regulations and the Declaration of Condominium.

7. No apartment unit owner or resident shall play upon or permit to be played any musical instrument or operate or permit to be operated a phonograph, radio, television set or other loud speaker in an apartment between the hours of 11 P.M. and the following 8 A.M. if the same shall disturb or annoy other occupants of the building.

8. All garbage and refuse is to be deposited only in the facilities provided in the building for that purpose.

9. No cooking shall be permitted on any balcony or terrace of an apartment.

10. All doors leading from the apartment to common elements shall be closed at all times except when in actual use for ingress or egress to and from common elements.

11. The Manager shall at all times have a passekey to each lock to each apartment. No apartment unit owner shall alter any lock or install any new lock on any doors leading to his apartment without the consent of the Manager and if such consent be given, the Manager shall be provided with a key.

12. Automobile parking spaces shall be used solely and exclusively for that purpose. They shall not be used for the storage of boats, inoperative automobiles, or any purpose whatever other than parking facilities, as aforesaid. An apartment unit owner may