



## **FIRST MOORINGS CONDOMINIUM ASSOCIATION, INC.**

The following applies to any Real Estate transaction involving the Sale, Rental or Transfer of any Condominium or Homeowners Association unit.

\*\*\*Application will not be processed nor accepted unless all the following ***bold italicized*** items are attached:\*\*\*\*

1. ***Fully completed application***
2. ***\$150.00 Money Order or Cashier's Check (No Personal Checks) payable to V.T.E Consulting LLC. per applicant over 18 years old or \$175 per married couple (with marriage certificate)***
3. ***International buyers or renters with no US Social Security and US Driver's License will be charged an additional fee of \$100.00 in order to obtain international information.***
4. ***Police Report for each adult over the age of 18. MUST BE ORIGINAL (if you reside in another State or County, provide a Police Report from your area) If you have a police record, provide a copy of the case along with your police report.***
5. ***Two Personal Reference Letters*** per applicant over the age of 18. (Non-relatives).
6. ***Copy of Executed Lease or purchase contract***
7. ***Copy of License*** (for each applicant over the age of 18)
8. ***Copy of vehicle registration*** (must be valid and unexpired)
9. ***\$500.00 Security Deposit fee Money Order (refundable). Only one for Lease Application. Payable to: FIRST MOORINGS CONDOMINIUM INC.***
10. ***\$50.00 Money Order Application fee (nonrefundable). Payable to: FIRST MOORINGS CONDOMINIUM INC.***
11. ***PURCHASE ONLY. Three months of bank statements and the previous year's tax return.***
12. ***Applicants must be available for a personal interview.***
12. ***CREDIT SCORE MUST BE 650 AND ABOVE***

NOTE: If you would like to rush the application, please note that there is an additional fee, non-refundable.

**ONCE THE SALE IS FINAL, IT IS IMPERATIVE THAT YOU OR YOUR CLOSING AGENT FORWARD A COPY OF THE DEED AND SETTLEMENT STATEMENT INDICATING THE DATE OF CLOSING AND NAME(S) OF THE NEW OWNERS).**

Prospective Owner: In order to receive your Certificate of Approval, make sure that you have received and reviewed the By-Laws of the Association. **It is the seller's responsibility to provide you with a copy of the By-Laws and Declaration of Condominium.** If the seller does not have a copy of the By-Laws, we can provide you with a copy at a cost.

***PLEASE BE AWARE THAT THIS PROCESS MAY TAKE UP TO 25 WORKING DAYS AND NONE OF THE FEES INCURRED ARE REFUNDABLE.*** Please be advised that some of the Board of Directors/Property Managers may require

an interview with the new owner or tenant before issuing a Certificate of approval.

Print Name \_\_\_\_\_ Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_



## REQUIREMENTS FOR PROCESSING APPLICATION

1. BUYERS- A purchase contract between the buyer and seller must be filled out, signed, dated by both parties and delivered with the completed application.
2. RENTERS- A lease agreement along with the First Moorings lease addendum must be delivered with the completed application.
3. The application and fee and all supporting documents must be fully completed by the applicant and submitted to the association office at least 30 days before the expected closing date/move-in date. The completed application includes:
  - a. Application completed in full.
  - b. Copy of the purchase contract or lease agreement and First Moorings lease addendum. c. Intent to sell or lease unit approved by the building director
  - d. Copy of photo IDs
  - e. \$150 non-refundable application fee per person over the age of 18 made payable to V.T.E Consulting LLC and \$50.00 to First Moorings.
  - f. International buyers or renters with no US social security and US driver's license will be charged an additional fee of \$100.00 in order to obtain International information.
  - g. \$500.00 move-in/out deposit made payable to First Moorings Condominium which is refunded after move-out is completed.
  - h. Three months of bank statements and the previous year's tax return. Only when buying.

Applicants must be available for a personal interview.

5. Upon acceptance of this application, the buyer will provide a

copy of closing statement and recorded warranty deed within 20 days after closing.

Buyer understands that the board of directors of First Moorings Condominium Inc. may cause to be instituted an investigation of the applicant's background as the board of directors may deem necessary. Accordingly, buyer/renter specifically authorizes the board of directors Management company to make such investigation and agrees that the information contained in the application and additional information that may be attached shall be used in such investigation and that the board of directors, officers, and management for the First Moorings Condominium Inc. itself shall be held harmless from any action or claim from buyer(s)/ tenants in connection with the use of the information contained herein or any investigation conducted thereby.

6. Buyer must submit a mortgage commitment.
7. The association reserves the right but is not obligated to utilize the terms and conditions imposed by any bank or lending institution.

- 8. A copy of the applicant's vehicle registration and driver's license and a copy of the driver's license for additional occupants. One parking space per unit.
- 9. The seller must provide the buyer with a copy of First Moorings Condominium Inc. documents, Rules, and Regulations (Condo Documents) or must purchase them from the management company.

**All the above-mentioned information must be submitted together with the application**

**package. Applicants Initials \_\_\_\_\_ Date \_\_\_\_\_ Applicants**

**Initials \_\_\_\_\_ Date \_\_\_\_\_ Applicants Initials**

**\_\_\_\_\_ Date \_\_\_\_\_**



## **APPLICANTS CHECKLIST**

**The application will be returned and not processed if any of the items below are not checked off. Unit #**

\_\_\_\_\_ Buyer/Renter Name(s): \_\_\_\_\_

**Mark an X to check off.**

1. \_\_\_\_\_ Only qualified applicants will be considered. Qualified individuals with no pets and only one vehicle.
2. \_\_\_\_\_ The enclosed application is completed in full.
3. \_\_\_\_\_ Two letters of reference (non-relatives).
4. \_\_\_\_\_ \$150.00 non-refundable application fee per adult. Make cashier's check or money order payable to V.T.E Consulting LLC- cashier check or money order. Write the unit number in the memo.
5. \_\_\_\_\_ \$50.00 check made out to First Moorings. Write the unit number in the memo.
6. \_\_\_\_\_ \$500.00 refundable move-in/out deposit payable to First Moorings Condominium with application. The check will be given back upon moving out.
7. \_\_\_\_\_
8. \_\_\_\_\_ Copy of vehicle registration.
9. \_\_\_\_\_ Photo IDs for all applicants. Copy of marriage certificate if different last name.
10. \_\_\_\_\_ If buying a copy of the sales contract. Three months of bank statements and prior-year tax returns
- . 11. \_\_\_\_\_ If leasing-copy of executed lease and lease addendum signed by all parties.



### Purchase/Lease Application Checklist

**\*\*\*\*\*This portion is to be filled out by the EPMG representative only\*\*\*\*\***

Rush: Yes \_\_\_ No \_\_\_ (additional fee required)

- 1. \_\_\_ **Fully completed application**
- 2. \_\_\_ **\$150.00 Money Order or Cashier's Check (No Personal Checks) payable to V.T.E Consulting LLC.** per applicant over 18 years old or \$175 per married couple (with marriage certificate)
- 3. \_\_\_ **International buyers or renters with no US Social Security and US Driver's License will be charged an additional fee of \$100.00 in order to obtain international information.**
- 4. \_\_\_ **Police Report for each adult over the age of 18.** MUST BE ORIGINAL (if you reside in another State or County, provide a Police Report from your area) If you have a police record, provide a copy of the case along with your police report.
- 5. \_\_\_ **Two Personal Reference Letters** per applicant over the age of 18. (Non-relatives). 6. \_\_\_ **Copy of Executed Lease or purchase contract**
- 7. \_\_\_ **Copy of License** (for each applicant over the age of 18)
- 8. \_\_\_ **Copy of vehicle registration** (must be valid and unexpired)
- 9. \_\_\_ **\$500.00 Security Deposit fee Money Order (refundable). Only one for Lease Application. Payable to: FIRST MOORINGS CONDOMINIUM INC.**
- 10. \_\_\_ **\$50.00 Money Order Application fee (non-refundable). Payable to: FIRST MOORINGS CONDOMINIUM INC. 11. \_\_\_ PURCHASE ONLY. Three months of bank statements and the previous year's tax return.**

**!!! If the above requirements are not met, the application will not be accepted. No Exceptions!!!!** Application and

documentation received (Date): \_\_\_\_\_ By (Representative): \_\_\_\_\_



## **Buyer/Tenant Application**

### **Important Information:**

All questions on this application must be completely filled in. Incomplete applications or blank spaces will result in delay and/or denial of approval. The release of Information authorization form must be signed and dated by each applicant appearing on the Title/Mortgage/Lease and will exclusively be utilized to obtain a release of information including your Credit Report and National Background Check.

Application for: Purchase \_\_\_\_\_ Lease \_\_\_\_\_

Date of application: \_\_\_\_\_ Move in date: \_\_\_\_\_ No of Applicants (18 or older): \_\_\_\_\_

Property \_\_\_\_\_ Address: \_\_\_\_\_  
\_\_\_\_\_ Term of Lease

from: \_\_\_\_\_ To: \_\_\_\_\_

Real Estate Agent or Owner Representative Name: \_\_\_\_\_ Phone: \_\_\_\_\_

### **Applicant #1:**

First name: \_\_\_\_\_ Middle name: \_\_\_\_\_ last name: \_\_\_\_\_

Passport #: \_\_\_\_\_ Country of Passport \_\_\_\_\_ Expiration Date: \_\_\_\_\_

\_\_\_\_\_ Social Security #: \_\_\_\_\_ D.O.B: \_\_\_\_\_

Driver's License #: \_\_\_\_\_ D.L State: \_\_\_\_\_

Phone number: \_\_\_\_\_ Atl.Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

### **Employment of Applicant #1:**

Employed By: \_\_\_\_\_ Phone #: \_\_\_\_\_

\_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_ Position: \_\_\_\_\_

\_\_\_\_\_ How long at present job: \_\_\_\_\_ Monthly Income: \_\_\_\_\_ Have

you ever been arrested or convicted of crime? Yes / No

Dates: \_\_\_\_\_ County/State: \_\_\_\_\_ Convicted in: \_\_\_\_\_ Charges: \_\_\_\_\_

**Applicant #1 Residence History:**

Current Address \_\_\_\_\_

Landlord: \_\_\_\_\_ Phone \_\_\_\_\_ How long: \_\_\_\_\_

Previous Address:

\_\_\_\_\_ Landlord:

\_\_\_\_\_ Phone \_\_\_\_\_ How long: \_\_\_\_\_

**Applicant #2:**

First name: \_\_\_\_\_ Middle name: \_\_\_\_\_ Last name: \_\_\_\_\_

Passport #: \_\_\_\_\_ Country of Passport \_\_\_\_\_ Expiration

Date: \_\_\_\_\_ Social Security #: \_\_\_\_\_ D.O.B: \_\_\_\_\_

Driver's License #: \_\_\_\_\_ D.L State: \_\_\_\_\_

Phone number: \_\_\_\_\_ Atl.Phone: \_\_\_\_\_

E-mail:

**Employment of Applicant #2:**

Employed By: \_\_\_\_\_ Phone #: \_\_\_\_\_

\_\_\_\_\_ Address:

\_\_\_\_\_ Position:

\_\_\_\_\_ How long at present job: \_\_\_\_\_ Monthly Income: \_\_\_\_\_ Have

you ever been arrested or convicted of crime? Yes / No

Dates: \_\_\_\_\_ County/State: \_\_\_\_\_

Convicted in: \_\_\_\_\_ Charges: \_\_\_\_\_

**Applicant #2 Residence History:**

Current Address \_\_\_\_\_

Landlord: \_\_\_\_\_ Phone \_\_\_\_\_ How long: \_\_\_\_\_

Previous Address:

\_\_\_\_\_ Landlord:

\_\_\_\_\_ Phone \_\_\_\_\_ How long: \_\_\_\_\_

**Applicant #3:**

First name: \_\_\_\_\_ Middle name: \_\_\_\_\_ Last name: \_\_\_\_\_

Passport #: \_\_\_\_\_ Country of Passport \_\_\_\_\_ Expiration

Date: \_\_\_\_\_ Social Security #: \_\_\_\_\_ D.O.B: \_\_\_\_\_

Driver's License #: \_\_\_\_\_ D.L State: \_\_\_\_\_

Phone number: \_\_\_\_\_ Atl.Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Employment of Applicant #3:**

Employed By: \_\_\_\_\_ Phone #: \_\_\_\_\_

\_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_ Position: \_\_\_\_\_

\_\_\_\_\_ How long at present job: \_\_\_\_\_ Monthly Income: \_\_\_\_\_ Have

you ever been arrested or convicted of crime? Yes / No

Dates: \_\_\_\_\_ County/State: \_\_\_\_\_

Convicted in: \_\_\_\_\_ Charges: \_\_\_\_\_

**Applicant #3 Residence History:**

Current Address \_\_\_\_\_

Landlord: \_\_\_\_\_ Phone \_\_\_\_\_ How long: \_\_\_\_\_

Previous Address:

\_\_\_\_\_ Landlord:

\_\_\_\_\_ Phone \_\_\_\_\_ How long: \_\_\_\_\_

**Children under the age of 18:**

First name: \_\_\_\_\_ Middle: \_\_\_\_\_ Last: \_\_\_\_\_ Age: \_\_\_\_\_

\_\_\_\_\_ First name: \_\_\_\_\_ Middle: \_\_\_\_\_ Last: \_\_\_\_\_

Age: \_\_\_\_\_ First name: \_\_\_\_\_ Middle: \_\_\_\_\_ Last: \_\_\_\_\_

\_\_\_\_\_ Age: \_\_\_\_\_



**Vehicle Information (ONLY ONE VEHICLE):**

1. Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Color: \_\_\_\_\_ Tag: \_\_\_\_\_

**Emergency Contact:**

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_



**DISCLOSURE AND AUTHORIZATION AGREEMENT REGARDING CONSUMER**

**REPORTS DISCLOSURE**

A Consumer report and/or investigate 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 investigate consumer report may be obtained at any time during the application process or during 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 part on the information contained in the customer report, you will be provided 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:

V.T.E Consulting LLC  
1840 West 49th Street Suit#233  
Miami, FL 33012

**I/We hereby authorize Exclusive Property Management Group, Inc. 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 #1 Name \_\_\_\_\_ Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

Applicant #2 Name \_\_\_\_\_ Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

Applicant #3 Name \_\_\_\_\_ Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

## **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 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 owner 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 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 10% of the rental interception amount is collected as a processing fee for 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 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

# First Moorings Condominium, Inc.

## NOTICE OF INTENT TO SELL OR RENT UNIT

EXISTING UNIT OWNER \_\_\_\_\_

UNIT: \_\_\_\_\_ UNIT SIZE 1/1 \_\_\_ 2/1 \_\_\_ 2/2 \_\_\_

SELLING OR RENTING? (CIRCLE ONE) \_\_\_\_\_

PHONE: \_\_\_\_\_

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

IS UNIT LISTED WITH A REALTOR? YES \_\_\_ NO \_\_\_

REALTOR/AGENT NAME \_\_\_\_\_

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

DATE: \_\_\_\_\_ UNIT OWNER: \_\_\_\_\_

# First Moorings Condominium, Inc.

## NOTICE OF INTENT TO SELL OR RENT UNIT

EXISTING UNIT OWNER: \_\_\_\_\_

UNIT: \_\_\_\_\_ UNIT SIZE (A) \_\_\_\_\_ (B) \_\_\_\_\_ (C) \_\_\_\_\_

SELLING OR RENTING? (CIRCLE ONE)

PHONE: \_\_\_\_\_

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

IS UNIT LISTED WITH A REALTOR? YES \_\_\_\_\_ NO \_\_\_\_\_

REALTOR/AGENT NAME: \_\_\_\_\_

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

DATE: \_\_\_\_\_ UNIT OWNER: \_\_\_\_\_

*First Moorings Condominium, Inc.*

RECEIPT OF CONDOMINIUM DOCUMENTS

I HAVE RECEIVED A COPY OF THE FIRST MOORINGS CORPORATION:

DECLARATION OF CONDOMINIUM  
ARTICLES OF INCORPORATION  
BY LAWS  
RULES AND REGULATIONS  
DISCLOSURE STATEMENTS

I HAVE REVIEWED THE ABOVE, I UNDERSTAND THEM AND I KNOW THAT IF AND WHEN I MOVE INTO FIRST MOORINGS, I BECOME SUBJECT TO CONTENTS THEREIN.

SIGNATURE \_\_\_\_\_ PRINT NAME: \_\_\_\_\_

SIGNATURE \_\_\_\_\_ PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_ UNIT #: \_\_\_\_\_

*First Moorings Condominium, Inc.*  
NO PET COMMUNITY

I/WE AGREE THAT I/WE WILL NOT HAVE ANY PETS RESIDE, VISIT OR STAY TEMPORARILY IN OUR UNIT

IN THE EVENT THAT I/WE FAIL TO ABIDE BY THIS PORTION OF THE CONDOMINIUM BY-LAWS, I/WE AGREE TO PAY APPLICABLE FINES AND LEGAL FEES (IF ANY) INCURRED BY THE ASSOCIATION TO CORRECT THIS VIOLATION AND FOR ANY DAMAGES CAUSED BY MY FAILURE TO COMPLY WITH THIS RULE.

SIGNATURE \_\_\_\_\_ PRINT NAME: \_\_\_\_\_

SIGNATURE \_\_\_\_\_ PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_ UNIT #: \_\_\_\_\_

## *First Moorings Condominium, Inc.*

### PARKING SPACE RESTRICTION AND ASSIGNMENT BY THE BOARD OF DIRECTORS

TO: PROSPECTIVE BUYERS AND RENTERS

FIRST MOORINGS HAS LIMITED PARKING SPACE FACILITIES FOR ITS OCCUPANTS AND THEIR GUESTS. RESIDENTS MAY ONLY USE THEIR ONE (1) ASSIGNED PARKING SPACE FOR THEIR REGISTERED VEHICLE. THERE IS NO ACCOMODATION FOR A SECOND VEHICLE ON THE PREMISES.

IF YOU DO NOT HAVE A VEHICLE, YOU ARE HEREBY ON NOTICE THAT THE BOARD OF DIRECTORS RESERVES THE RIGHT TO RE-ASSIGN YOUR PARKING SPACE AT ITS DISCRETION.

IF YOU DO NOT OWN A VEHICLE, BUT HAVE A CARETAKER, RELATIVE OR REGULAR VISITOR NEEDING YOUR ASSIGNED SPACE ON A DAILY BASIS YOU MUST PRESENT THE NAME OF THE VEHICLE OWNER, RELATIONSHIP TO YOU, AND A VALID COPY OF THE VEHICLE REGISTRATION TO THE BUILDING DIRECTOR.

OTHER PARKING RESTRICTIONS APPLY AS REFERENCED IN THE RULES AND REGULATIONS.

BY SIGNING THIS DOCUMENT, YOU AGREE TO HOLD FIRST MOORINGS CONDOMINIUMS, INC., AND ANY BOARD MEMBER HARMLESS FROM ANY COST OR EXPENSE CAUSED BY THE TOWING OF A VEHICLE.

NO GUEST SPACE MAY BE USED TO ACCOMMODATE A SECOND VEHICLE. VIOLATORS WILL BE TOWED AT THE VEHICLE OWNER'S EXPENSE.

SIGNATURE \_\_\_\_\_ PRINT NAME: \_\_\_\_\_

SIGNATURE \_\_\_\_\_ PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_ UNIT #:

*First Moorings Condominium, Inc.*  
MOVE IN DEPOSIT

To All Residents,

Please be advised that The Board of Directors has voted to request the deposit for:

Moving into a unit  
Moving out of a unit  
Remodeling Projects

\$500.00 effective as of March 1, 2014. The reason for this increase is to help cover costs that the association has incurred as a result of damage to the common elements, elevator and improper disposal of construction materials that result in city fines imposed upon the association.

The deposit of \$500.00 (Five hundred dollars) must be delivered PRIOR to moving in, moving out or starting any remodeling project. Failure to do so will result in \$500.00 charge being automatically levied against your unit.

All or part of your deposit will be returned to you upon inspection of a member of the board of your building and/or common elements when moving or remodeling. Also please note that damage in excess of \$500.00 will be your responsibility to reimburse to the Association. As a last resort, the Board will use all legal means to collect all monies due to the Association for damage and/or fines imposed on your behalf.

Thank you in advance for your cooperation,

The Board of Directors

SIGNATURE \_\_\_\_\_ PRINT NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_ PRINT NAME \_\_\_\_\_

DATE: \_\_\_\_\_ UNIT #: \_\_\_\_\_

## *First Moorings Condominium, Inc.*

### FIRST MOORINGS CONDOMINIUM, INC. ADDENDUM TO LEASE

THIS ADDENDUM is made this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, is attached to and forms an integral part of the lease to which it is attached, dated \_\_\_\_\_ for a term commencing \_\_\_\_\_ and expiring \_\_\_\_\_ (hereinafter referred to as the "Lease") by and between \_\_\_\_\_ (hereinafter referred to as "Owner" or Lessor" and (hereinafter referred to as "Lessee") for the address located at \_\_\_\_\_ (the "Unit") located within First Moorings Condominium, Inc. In the event this Addendum conflicts with, varies or modifies the terms and provision of said Lease, then in such event, the terms and provision of said Lease, then in such event the terms and provision of this Addendum shall control and govern the rights obligation of the parties.

#### WITNESSETH

WHEREAS, Lessor is the Owner of the above Unit address and wishes to lease said Unit to Lessee; and

WHEREAS, Article 16.9 of the Declaration of Condominium require that owners see Association approval prior to leasing and in connection therewith the Association is requiring that this Addendum to Lease from 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:

- The foregoing recitals are true and correct and are incorporated herein by reference.
- All capitalized terms set forth in this Addendum shall have the meaning as set forth in the Declaration unless the context otherwise provides.
- Lessee shall abide by and comply with the provisions of the Association's Declaration, By-Laws, Articles of Incorporation, 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, regulations and administrative rules

applicable to the Unit including, but not limited to Chapter 718, Florida Statutes. By executing the Addendum, the Lessee acknowledges receipt of the Governing Documents from the Lessor and acknowledges review of same.

- In the event Lessor is delinquent in the payment of any regular maintenance assessments or special assessments due to the Association the rent for the Unit shall be applied by the Lessee in payment of any delinquent assessment or installment therefore 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 cost and attorney's fee (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 payments, Lessee shall not be obligated to pay any sums in excess of such rental payment until such sums have been paid in full. Any such deduction by the Lessee shall not constitute a default by Lessee of Lessee's obligation under the Lease.
- In the event the Lessee fails to pay delinquent assessment and costs and fees incidental thereto, the Lessee shall be deemed in default under the Lease and subject to eviction proceeding as described in paragraph 6 of this addendum. In addition to all other remedies the Association may 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 and Florida Law, including but not limited to the filing of a claim of lien, foreclosure, and personal money actions.
- Lessee agrees to abide by this Addendum, the Governing Documents and all applicable laws, ordinance and regulations. If Lessee fails to comply with this Addendum, the The Governing Documents or any applicable laws, ordinances and regulations, Lessor shall 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 appeal 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.
- Lessee shall not be entitled to occupancy of the Unit prior to receipt of this fully executed Addendum to Lease.
- The Unit shall be processed, occupied and utilized solely for the purpose of the private single family residential dwelling and for no other purpose. Lessee warrants and represents that the only occupant of the Unit will be the following individuals:  
\_\_\_\_\_  
\_\_\_\_\_
- The Lessee shall not assign the Lessee, nor sublet or permit the Unit or any part thereof to be used by others without prior written approval of the Association.
- The Lessee agrees not to 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 acts on the Unit.

- There shall be no extension or renewals of the Lease. Lease term shall be for 12 months (12) period only.
- Lessee and Lessor especially acknowledge that as of the expiration date of the term of the Lease, unless the appropriate approval has been obtained for an extension or renewal of the Lease, the Lessee shall have not access or use rights in the Association's Unit including, but not limited to, all Common Areas and amenities except as an invited guest. In connection with the termination of the Lessee's use rights as specified above, Lessee and Lessor especially acknowledge that the Association shall have the authority to deactivate and/or terminate all entry devices and/or other means for the Lessee to access the Association as of the expiration date of the term of the Lease.
- 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.
- The partial or complete invalidity of any one or more provisions of this Addendum, or any other instrument required to be executed by Lessee in connection with the leasing of the Unit, 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 any one 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 respect further performance.
- Nothing contained in this Lease, 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 right hereunder); (ii) create any obligation for liability on 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) created any rights or privileges of the Lessee under the Lease, this Addendum, or the Governing Documents as to the Association.

IN WITNESS WHEREAS, THE UNDERSIGNED HAVE EXECUTED THIS Addendum as of the date and year first above written.

OWNER(S)/LESSOR(S):

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Print Name

LESSEE(S):

Sign Name \_\_\_\_\_

Print Name \_\_\_\_\_

Sign Name \_\_\_\_\_

Print Name \_\_\_\_\_

Receipt of this Lease Addendum is acknowledged by First Moorings Condominium, Inc., this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

FIRST MOORINGS

CONDOMINIUM, INC.

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

Title: \_\_\_\_\_

## *First Moorings Condominium, Inc.*

### Delinquency and Rental Proceeds

Recent Legislative changes have given the Authority to Condominium Associations to collect rent directly from the renter when the owner is delinquent.

Section 718.716(11): Assessments; Tenant Occupancy: Where an owner is delinquent in any monetary obligation to the association, the association can make a demand for the tenant to pay the association the future monetary obligations related to the condominium unit owed to the association. The demand must be in writing. If the tenant fails to comply, the Association may have the tenant evicted in accordance with Florida Statutes Chapter 83. The unit owner shall give the tenant a credit against rent due to unit owner for any amounts paid by the tenant to the association.

The owner cannot have you evicted for non-payment of rent. They must give you credit for the payments made to the Association. However, the Association CAN evict a renter for non-compliance and non-payment of rental proceeds to the Association.

RE: First Moorings Condominium Inc. Leases

Approval of the lease is granted on several conditions. If a unit is having a leak or anything which is affecting the common area the owner of the unit must inform the management company in order to determine repairs. If the problem is ignored and not taking care of, the association will repair the problem. If it is determined to be the unit owner's responsibility and is hesitant to pay for such, the association has the right to collect the rent money from tenant until the bill is satisfied. After the association sends 3 violations notices to the tenant and owner for the tenant not obeying to the rules and regulations. The association will terminate the lease.

X \_\_\_\_\_  
Unit Owner

X \_\_\_\_\_  
Tenant

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La aprobación del arrendamiento se otorga en varias condiciones. Si una unidad tiene una fuga o cualquier cosa que esté afectando el área común, el propietario de la unidad debe inspeccionar a la empresa de administración para determinar las reparaciones. Si se ignora el problema y no se atiende, la asociación reparará el problema. Si se determina que es la responsabilidad del propietario de la unidad y duda en pagarla, la asociación tiene derecho a cobrar el dinero del alquiler del inquilino hasta que la factura sea satisfactoria. Si la asociación mande 3 cartas de violaciones al dueño y al inquilino por los inquilinos no siguiendo las leyes del condominio el contrato de renta se suspende y termina.

X \_\_\_\_\_  
Unit Owner

X \_\_\_\_\_  
Tenant

**VEHICLES NOT ALLOWED PARKED IN THE**  
**ASSOCIATION**

**PICKUP RACKS**



**ALL TYPES OF COMMERCIAL VEHICLES/  
VEHICLES WITH SIGNS / LETTERING**



**MOVING VEHICLES**



**LIMOUSINES**



**TRUCKS NOT ALLOWED ARE AS FOLLOW:**  
**HEAVY DUTY / LONG BED / F250 / F350**



**ANY TYPES OF TRAILERS**

