



Hialeah Club Villas 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

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 _____

Hialeah Club Villas 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 #	
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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 #:
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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.

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

VTE CONSULTING LLC
1840 WEST 49TH STREET HIALEAH FL, 33012

Pet Affidavit

NAME OF LESSEE _____

UNIT NO. _____

ANIMAL INFORMATION

WEIGHT	BREED	COLOR(S)	NAME OF PET
_____	_____	_____	_____

The undersign hereby understands and agrees to maintain his/her pet(s) contained within a Unit. No pet(s) may be maintained within a Unit if such pet constitutes a nuisance or annoyance to the owners of other units. Pet(s) outside in the common areas must be on a leash and accompanied by adult at all times.

By signing this affidavit, I understand and agree that failure to follow the above-mentioned instructions may result in my pet being removed from the property and termination of the unit lease agreement between unit owner and tenant.

Signature of Unit Owner/Pet's Owner

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 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



Towing Rules adopted by the Board of Directors (2018)

Vehicles will be towed away for the following violations:

- 1- No tag or expired tag for more than one month from the date of expiration.
- 2- Vehicles parked in parking spaces for "Resident Only" (green) without the designated decal for the space in this case Blue or Red decal. Decal must be visible otherwise the vehicle will be towed.
- 3- Vehicles parked in the parking spaces designated for the post office staff.
- 4- Vehicles parked in handicap spaces without the proper decal for disable at any time. Decal must be visible.
- 5- Inoperable vehicles parked in parking spaces for "Resident Only" (green), Visitors (Amarillo), Handicap(blue).
- 6- Reversed parked vehicles in parking spaces within the building's areas.
- 7- Vehicles parked on the green areas.
- 8- Vehicles blocking other vehicles.
- 9- Vehicles parked in no-parking areas.
- 10- Vehicles parked in the Visitor parking (yellow) without the proper decal (blue, Red, Orange) between the hours of 1:00am to 6:59am.
- 11- Double parking vehicles.
- 12- Covered vehicles parked in the parking spaces designated for handicap, Resident Only or Visitors.

Parking Authority is the company contracted to supervise the parking areas in Hialeah Club Villas.

This company effective August 15th 2018 is responsible for contacting the towing company when a vehicle is in violation and must be towed away.

The current Towing Company contact information is displayed with signs over the community.

The undersigned hereby understands and agrees to comply with the above-mentioned towing rules and understands and agrees that failure to follow above-mentioned rules may result in having the vehicle in violation towed from Hialeah Club Villas community.

Commercial vehicles are not allowed to park or kept overnight within the Condominium property unless previously authorized by the Board of Directors. Unauthorized vehicles or improperly parked vehicles will be towed away at the expense of the owner.

The undersigned hereby release and holds harmless The Hialeah Club Villas Association, its directors, officers, manager or any other officer of the Association for any damages originated for the towing of the vehicles.

Date: _____

Name: _____

Signature: _____

HIALEAH CLUB VILLAS CONDOMINIUM ASSOCIATION, INC.

VTE Consulting LLC
1840 West 49th Street Suite#216 Hialeah, FL 33012
PH(305-603-7879)

Email: Ninagarcia@Vteconsultingllc.com or Office@Vteconsultingllc.com

**HIALEAH CLUB VILLAS CERTIFICATE OF APPOINTMENT
OF VOTING REPRESENTATIVE**

THIS IS TO CERTIFY that the undersigned, constituting all of the record owners of unit No. _____ in
HIALEAH CLUB VILLAS CONDOMINIUM ASSOCIATION, INC. have designated

(Name of Voting Representative)

as their representative to cast all votes and to express all approvals that such owners may be entitled to cast to
express at all meetings of the memberships of the Association and for all other purposes provided by the
Declaration, the Articles and By-Laws of the Association.

This certificate is made pursuant to the Declaration and the By-Laws and shall revoke all prior Certificates and
be valid until revoked by a subsequent Certificates.

DATED: _____

UNIT OWNER NAME: _____

UNIT OWNER SIGNATURE: _____

**Note: This form is not a proxy and should not be used as such. Please be sure to designate one of the
joint owners of the Unit as the Voting Representative not a third person.**

HIALEAH CLUB VILLAS CONDOMINIUM ASSOCIATION, INC.

VTE Consulting LLC

1840 West 49th Street Suite#216 Hialeah, FL 33012

PH(305-603-7879)

Email: Ninagarcia@Vteconsultingllc.com or Office@Vteconsultingllc.com

**CLOSING DOCUMENTS
ACKNOWLEDGEMENT**

I/we _____, the purchaser(s) of Unit _____ in Hialeah Club Villas, a Condominium, hereby agree to submit a copy of my/our closing documents to the Management Office, by mail or in person, within five days of closing on the unit.

Initials: _____

PARKING AFFIDAVIT

I have submitted this application as Lessee / Owner of Unit number _____ in Hialeah Club Villas Condominium Association, Inc. I understand this unit has the exclusive right to use the following assigned parking spaces: _____

I agree that I will not allow more than one (1) vehicle per assigned parking space onto the Hialeah Club Villas Condominium Association, Inc.

Vehicle:

Make: _____ Model: _____ Year: _____

Color: _____ Tag No.: _____

Vehicle:

Make: _____ Model: _____ Year: _____

Color: _____ Tag No.: _____

I _____ understand and agree that in the event of a second vehicle the use of the "Guest Parking" space may not be assigned for the exclusive use of such vehicle. Hialeah Club Villas' Governing Documents state that "the use of the Guest Parking spaces shall be governed by the Association..."

I _____ also understand and agree that commercial vehicles are not allowed to park or be kept overnight within the Condominium property, including guest and/or assigned parking spaces.

Signature

Print Name

Date

HIALEAH CLUB VILLAS CONDOMINIUM ASSOCIATION, INC.

VTE Consulting LLC

1840 West 49th Street Suite#216 Hialeah, FL 33012

PH(305-603-7879)

Email: Ninagarcia@Vteconsultingllc.com or Office@Vteconsultingllc.com

EMERGENCY CONTACT INFORMATION FORM

Occasionally an emergency will occur that necessitates entering a home. The emergency may be weather or maintenance related and the association may need to take steps to prevent extensive damage to your home, or your neighbor's home, while you're away. Therefore, it is important that we are able to contact you even if you are on holiday or vacation.

Please be assured that our only interest is to protect your property and your neighbor's property. All information will be kept confidential.

Applicant's Name _____

Applicant's Permanent Address _____

Applicant's Home Number _____

Applicant's Business Number _____

Applicant's Email Address _____

In case of emergency contact: (Please provide at least two contacts)

Name _____

Phone Number _____

Relationship _____

Name _____

Phone Number _____

Relationship _____

Name _____

Phone Number _____

Relationship _____

Please include any additional information you feel is necessary:

Please return to Diamond Group Management.

13. USE RESTRICTIONS

The use of the individual condominium units and the Condominium Property shall be in accordance with the following provisions so long as the condominium shall exist:

13.1 Units. Each of the Units shall be occupied only as a single-family private dwelling. Except as may herein be reserved to the Developer, no Unit may be divided or subdivided into smaller Unit. Each unit shall be occupied only by one (1) family, its servant, and guests, as a residence, and for no other purpose, nor may any portion thereof be separately sold or otherwise transferred. No one-bedroom unit shall be occupied by more than two persons for more than thirty (30) days in the aggregate in any consecutive twelve (12) month period. No two-bedroom shall be occupied by more than four persons for more than thirty (30) days in the aggregate in any consecutive twelve (12) month period. No three-bedroom unit shall be occupied by more than five persons for more than thirty (30) days in the aggregate in any twelve (12) month period.

13.2 Common Elements and Limited Common Elements. The Common Element and the Limited Common Element shall be used only by Owners. Their family guests and tenants. If any, and only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.

13.3 Nuisance. No nuisance shall be allowed upon the Condominium Property, or within a Unit, not any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper uses of the Condominium Property, or any unit by its owners. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor may any fire hazard nor toxic waste nor explosives be allowed to exist or remain on any part of the Condominium Property. No Unit Owner shall permit any use of his Unit or make any use of the Common Elements that will increase the cost of insurance upon the Condominium Property. Bicycles shall not be stored or parked on the Condominium Property, except in such areas as may be specifically designated for such purpose by the Association.

13.4 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or a Unit, and all laws, zoning ordinances regulations of all governmental bodies having jurisdiction shall be observed. The responsibility for meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium Property or a Unit shall be upon the Association or applicable Unit Owner.

13.5 Leasing of Units. Units may be leased only twice in any consecutive twelve (12) month period and any lease shall be for a term of not less than six (6) months. All leases shall be in writing and shall specifically reflect that the tenant and his family shall be taking possession and shall use and occupy the Unit subject to the terms and provisions of the Articles of Incorporation, By-Laws and Rules and Regulations of the Association.

13.6 Signs. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on any part of the Common Elements, Limited Common Elements, or Units, unless first approved in writing by the Association, except that the right without qualification is specifically reserved in the developer and its assigns to place and maintain "For Sale" signs in connection with any unsold or unoccupied Unit it may from time to time own, and the same unqualified right is reserved to any institutional Mortgage which may become the owner of a Unit, as well as to the Association as to any Unit which it may own.

13.7 Prohibited Vehicles. No trucks, motorcycles, trailers, recreational-camper type vehicles or any type of commercial vehicle shall be parked in any parking space except with the written consent of the Board of Directors of the Association, except upon temporary parking spaces that may be provided for that limited purpose as may necessary to effectuate deliveries to the Condominium, the Association, the Unit Owners, and residents.

13.8 Regulations. Reasonable Rules and Regulations concerning the use of Condominium Property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-laws. One copy of such Rules and Regulations and amendments shall be furnished by the Association, free of charge to all Unit Owners and residents of the Condominium.

13.9 Developer's Exemption. The Developer may take such use of the unsold Units and Common Elements and Limited Common, as it in its sole discretion may require. Further, until the Developer has completed and sold all of the units, neither the Unit Owner nor the Association in their use of the Condominium property, shall interfere with the completion by the Developer of the contemplated improvements and the marketing sale of the unsold units. The Developer and Developer's affiliated companies, agents, employees and contractors may have such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to construction activities, the maintenance of a sales office, the showing of the property onto the condominium by the Developer in connection with its sales efforts shall not become part of the Common Elements and may be freely removed from the Condominium by Developer.

13.10 Pets. Pets must be confined within the Unit of its Owner. Notwithstanding, no pets may be maintained within a unit if such shall constitute a nuisance or annoyance to the Owners of other Units.

13.11 Exterior Appearance. No Unit Owner shall decorate or alter any part of his Unit or the building so as to change the appearance of the building from the exterior without the prior written approval of the Board of Directors of the Association. Such prohibited decoration or alteration shall include, but not limited to, painting or illumination of the exterior of the building, display of plants or other objects upon balconies or railings or exterior window sills or ledges, reflective film or other window treatments, draperies and window shades.

13.12 Antennas. No antennas of any type designed to serve a Unit or Units shall be allowed on the Common Elements or Limited Common Elements, except as provided by the Association to serve as a master antenna for the benefit and use of the Condominium. No electrical or other equipment may be operated on the Condominium Property which interferes with television signal reception.

13.13 Automobile Parking. Automobile parking spaces shall be assigned by the Developer on such terms as the developer in its sole discretion shall determine, until all Units in the Condominium have been sold, or, until the Developer transfer this authority to the association. Thereafter, the Association shall regulate the assignment and use of automobile parking spaces. The owner (s) of each unit shall at all times be entitled to parking for one (1) automobile free of charge. Parking is otherwise prohibited throughout the Condominium except upon paved, marked parking spaces. The Association is empowered to provide for the towing away, at the expenses of the owner thereof, of any vehicle improperly parked. Assignment of a parking space conveys no title to that parking space nor any interest in it other than the exclusive right to use it. No assignment of a parking space shall be recorded in the public records. All parking areas shall be maintained as a common expense.

No dumping is allowed in any area within the condominium association. A fine will be imposed to residents found dumping furniture, mattress, appliances, construction material and any other item, substance or material.

The undersigned certified that by signing below acknowledge and agree to comply with above Use Restrictions pursuant to Hialeah Club Villas Governing Documents and that failure to comply may result in cancellation of the lease agreement between the unit owner and tenant.

Date: _____

Name: _____

Signature: _____