



San Remo of South Beach 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
\$100.00- Impact Fee Payable to San Remo of South Beach
\$500.00- Security Deposit per application (Refundable after moving out Payable to Ram Remos of South Beach)

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. A minimum credit score of 700 is required for all applicants.

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 _____

Ran Remo of South Beach 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.
- ☐ 13) \$100.00 Impact Fee payable to San Remo Condo
- ☐ 14)) \$250.00 Pet fee payable to San Remo Condo

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**



RULES AND REGULATIONS, SAN REMO OF SOUTH BEACH CONDOMINIUMS

1. All Condominium Units shall be used solely for residential purposes. No Condominium Unit, whether owned or leased, may be used to conduct any trade or business, the conduct of which would require the license or certification from any municipal, county, state or federal agency or licensing authority.

2. Unit Owners and any other occupants shall not use or permit any use of their premises which would constitute immoral, improper, offensive or unlawful use; further, no use may be made which would be in violation of any federal, state, county, or municipal law, statute, ordinance or administrative rule or regulation, or would be injurious to the reputation of the Condominium.

3. Children, whether they be guests or residents, shall not be permitted to play in the walks, corridors, or stairways of the Condominium Property.

4. The Common Elements shall be used for furnishing the services and facilities for which they were reasonably intended, and said Common Elements shall not be abused, defaced, littered or obstructed in any way.

5. All structural changes or alterations to any Unit, or any Common Element shall be made only pursuant to the Declaration of Condominium.

6. No radio or television antenna, or any wiring for any purpose may be installed upon the exterior of the building without the express written approval of the association and shall otherwise not be higher than the dividing walls of roof top terraces.

7. Televisions, radios and musical instruments must be used at such times as will provide a minimum of disturbance to other Unit Owners.

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

9. The use of all recreational facilities shall at all times be governed by the Rules and Regulations promulgated by the Association.

10. The Association, through its Managing Agent, may retain a passkey to each Condominium Unit for utilization only in the event of an emergency, such as fire, leakage, etc. Any Condominium Unit Owner who alters any lock or installs a new lock on any door of the premises shall immediately provide the Association with an additional key for the use of the Association pursuant to its right of access to each Condominium Unit.

11. No awning or other projections shall be attached to the outside walls of the building.

12. The exterior staircases and walkways shall be used only for the purposes intended, and shall not be used for the hanging of garments or other objects, or for the cleaning of rugs or other household items.

13. No garbage cans, supplies, milk bottles or other articles shall be placed in the halls or on the staircase landing.

14. No Unit Owner shall in any way affix any "for sale" or "for rent" signs or any other kind of notice to the exterior of his Condominium Unit or in any other way allow any signs to be visible to the general public from within his Condominium Unit.

15. Except as may be set forth in the Declaration, no Unit Owner shall, without first obtaining the prior written consent of the Board of Directors make any alterations, modification, decoration, repair, replacement, enclosure or change of the Common Elements, Limited Common Elements, balcony or terrace or the exterior surface of any door or doorjamb which opens into any of the Common Elements or common elements of the Condominium Property, or any exterior hallway lights, including, but not limited to the erection of any awning, fixtures, storm shutters, or other devices, paintings or wall coverings, or any other changes or alteration which would in any way or manner whatsoever change the physical or visual appearance of any portion of the Condominium Property.

RULES AND REGULATIONS, SAN REMO OF SOUTH BEACH CONDOMINIUMS

16. **Bicycles:** Bicycles must be placed or stored in the designated exterior areas, if any.
17. **Leasing:** The Owner of any Condominium Unit is permitted to lease his Unit, except that any lease shall not relieve the Unit Owner of his obligation as provided in these Rules and Regulations and Condominium Documents.
18. All limited Common Areas must be kept in a neat and attractive manner, and all plants therein situated must be properly maintained by the individual unit owner.
19. **Floors:** All units on the second floor shall have at least forty (40%) per cent of its floor area covered with carpet or area rugs in order to minimize sound penetration to the first floor.
19. **Enforcement:** Every unit owner and lessee shall comply with these Rules and Regulations, any and all rules and regulations which from time to time may be adopted, and provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of a unit owner or lessee to comply shall be grounds for action which may include, without limitation, as action to recover sums due for damages, injunctive relief or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon a unit owner for failure of a unit owner, or lessee, or their family members, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation set forth herein or in the Declaration, or in the Articles of Incorporation, or By-Laws, provided the following procedures are adhered to:
- A. **Notice:** The Association shall notify the unit owner or lessee of the infraction or infractions of the provisions of the declaration, association bylaws, or association rules which have allegedly been violated, included in the notice shall be the date and time of the next Board of Directors' meeting at which time the unit owner or lessee shall present reasons why penalties should not be imposed, the hearing shall not be held prior to fourteen (14) days from notice of said hearing being given. At such meeting, the unit owner or lessee shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have the opportunity at the hearing to review, challenge and respond to any material considered by the Association.
- B. **Hearing:** The non-compliance shall be presented in the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. Formal rules of evidence shall not apply. A written decision of the Board of Directors shall be submitted to the unit owner or lessee not later than twenty-one (21) days after the Board of Directors' meeting. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the unit owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other unit owners. If the committee does not agree with the fine, the fine may not be levied.
- C. **Penalties:** The Board of Directors may impose a Fine against the applicable unit owners of up to \$100.00 for each violation. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided no such fine shall in the aggregate exceed \$1,000.00.
- D. **Payment of Penalties:** Fines shall be paid not later than thirty (30) days after notice of the imposition of the penalties.
- E. All monies received from fines shall be allocated as directed by the Board of Directors.
- F. **Non-Exclusive Remedy:** These fines shall not be construed to be exclusive remedies and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending unit owner or lessee shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such unit owner.
- G. The building rules and regulations heretofore enumerated shall be deemed in effect until amended by the Association and shall apply to and be binding upon all Condominium Unit Owners.

RULES AND REGULATIONS, SAN REMO OF SOUTH BEACH CONDOMINIUMS

16. Occupancy and Use Restrictions. In order to provide for congenial use of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

16.1 Use of Unit. Each Unit shall be used in accordance with applicable zoning requirements and only for residential use. The following uses shall be prohibited in the Condominium: any general commercial use including office or retail. A Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following individuals, and such individuals' families: (i) the individual Unit Owner, (ii) an officer, director, stockholder or employee of such corporation, (iii) a partner or employee of such partnership, (iv) the fiduciary or beneficiary of such trust, etc., or (v) permitted occupants under an approved lease or sublease of the Unit (as described below). Occupants of an approved leased or subleased Unit are limited to the following persons, and such persons' families who reside with them: (a) an individual lessee or sublessee, (b) an officer, director, stockholder or employee of a corporate lessee or sublessee, (c) a partner or employee of a partnership lessee or sublessee, or (d) a fiduciary or beneficiary of a fiduciary lessee or sublessee. Under no circumstances may more than one family reside in a Unit at one time. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed 2 persons per bedroom. Children shall be permitted to reside in Units subject to the provisions of this Section 16.1. The Board of Directors shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above. The provisions of this Section shall not be applicable to Units used by Developer for model apartments, guest accommodations, sales offices, other offices or management services.

As used herein, "family" or words of similar import shall be deemed to include a spouse, children, parents, brothers, sisters, grandchildren and other persons permanently cohabiting the Unit as, or together with, the Owner or permitted occupant thereof. As used herein, "guest" or words of similar import shall include only those persons who have a principal residence other than the Unit. Unless otherwise determined by the Board, a person(s) occupying a Unit for more than one (1) month shall not be deemed a guest but, rather, shall be deemed a lessee for purposes of this Declaration (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of this Declaration which apply to lessees. The purpose of this paragraph is to prohibit the circumvention of the provisions and intent of this Section 16 and the Board of Directors shall enforce, and the Unit Owners comply with, same with due regard for such purpose.

16.2 Pets. The Owner of a Residential Unit may maintain pets in said Residential Unit, provided that no such pet(s) is kept, bred or maintained for any commercial purpose or becomes a nuisance or annoyance to neighbors. No nuisance shall be allowed upon the Condominium Property nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Condominium Property by its residents. Unit Owners and Occupants shall be permitted to keep pets provided that the maintenance of such pets in their Condominium Unit shall not constitute a nuisance. No pet shall be allowed out of the direct personal accompaniment of its owner or agent and must at all times be carried or walked on a short leash and at heel when in any of the common elements of the Condominium. It shall be the obligation of the Association to promulgate and enforce whatever rules and regulations it deems appropriate to prevent the abuse of the pet privilege by those Unit Owners and Occupants having pets. Any pets causing or creating a nuisance or disturbance shall be permanently removed from the Condominium Property forthwith upon written notice from the Board of Directors of the Association, acting through one of the duly elected Officers of the Association. The determination as to whether there has been any violation of this rule shall be made solely by the Association.

16.3 Without limiting the generality of Section 9.1 hereof, no Unit Owner (other than the Developer or a party installing or removing a divider wall) shall cause or allow improvements or changes of any kind to any Common Elements or Limited Common Elements, including, but not limited to, painting or other decorating of any nature, installing any electrical wiring, antenna, machinery or air-conditioning units or in any manner changing the appearance of any portion of the Building, without obtaining the prior written consent of the Association, provided, however, that Unit Owner may make non-structural alterations and/or decorating to their assigned roof top terrace so long as such terraces are maintained in a neat and tidy manner.

RULES AND REGULATIONS, SAN REMO OF SOUTH BEACH CONDOMINIUMS

16.4 Use of Common Elements. The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.

16.5 Nuisances. No nuisances (as reasonably defined by the Association) shall be allowed on the Condominium Property, nor shall any use or practice be allowed which is a source of loud noises annoyance to other Unit Owners or occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property by Unit Owners or occupants.

16.6 No Improper Uses. No improper, offensive, hazardous or unlawful use or uses which produce obnoxious odors shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances, approvals, covenants and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, approvals, covenants, regulations or requirements of any governmental agency having jurisdiction thereover and of the Association, relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth.

16.7 Leases. Prior to entering into a lease of a Unit, an Owner shall give notice to the Board of Directors of the receipt of such offer which such Owner intends to accept, setting forth the name and address of the Tenant, and such other information as the Board may require. The Owner shall, upon entering into the lease, provide a copy of same to the Board. Any lease executed in connection with the acceptance of any Offer shall be in writing and consistent with this Declaration, the By-Laws and Rules and Regulations, and shall provide or be deemed to provide specifically that (i) the Board shall have the power, but shall not be obligated, to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord, in the event of (a) a default by the tenant in the performance of its obligations to comply with the documents described in Section 16.7, or (b) a foreclosure of the lien granted under the Act. Any lease executed by the Association as tenant shall provide that the Association may enter into a sublease of the premises without the consent of the landlord. Any purported lease of a Unit in violation of this Section shall be voidable at any time at the Associations' election if the board of Directors shall so elect. Seller shall be deemed to have authorized and empowered the Association to institute legal proceedings to evict the purported tenant (in case of an unauthorized leasing), in the name of Seller as the purported landlord. Seller shall reimburse the Association for all expenses (including attorney's fees and disbursements) incurred in connection with such proceedings.

16.8 Developer's Unit Leasing. It is understood and agreed by all parties hereto and all Unit Owners that for such period of time as Developer deems appropriate, Developer may actively undertake a leasing campaign with respect to Units owned by it. Accordingly, certain units may be occupied by tenants of the Developer under lease agreements or month to month tenancies or other types of tenancies heretofore or hereinafter consummated and agreed upon. Such tenants of Developer shall have the full right and authority to continue to occupy said premises in accordance with their lease agreements or other tenancies and to use and enjoy on a non-exclusive basis all Common Elements of the condominium without any cost or expense. Developer reserves the right to maintain a leasing office within the Condominium during the period in which such leasing activities are undertaken.

16.9 Exterior Improvements/Landscaping. Without limiting the generality of Sections 9.1 or 16.3 hereof, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, or windows of Common Areas of the Building (including, but not limited to, awnings, canopies, signs, storm shutters, screens, reflective coverings, furniture, fixtures and equipment); nor to plant or grow any type of shrubbery, flower, tree, vine, grass or other plant life outside his Unit, without the prior written consent of the Association.

16.10 Effect on Developer, Association. Subject to the following exceptions, the restrictions and limitations set forth in this Section 16 shall not apply to the Developer nor to its Units owned by the Developer. The Developer shall not be exempt from the restrictions, if any, relating to requirements that leases or lessors be approved by the Association, pet restrictions, occupancy of Units based on age and vehicular restrictions, except as such vehicular restrictions relate to the Developer's construction, maintenance and marketing activities.