



Floridian Arms 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 _____

Floridian Arms 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.

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**



DATE: November 13, 2009

FLORIDIAN ARMS

RULES AND REGULATIONS

Your Board of Directors will welcome the assistance of all the Unit Owners in the enforcement of these regulations, which will aid in the maintenance and management of your Condominium.

These rules and regulations are based upon the experience gained from a number of Florida condominium associations. They should be reviewed from time to time and appropriate amendments made in accordance with the experience of this Association. The definitions contained in the Declaration of Condominium of Floridian Arms are incorporated herein as part of these rules and regulations.

1. COMPLIANCE BY UNIT OWNERS

Unit Owners and occupants shall comply with the foregoing rules and regulations and any and all rules and regulations which may, from time to time, be adopted by the Board of Directors. Failure of a Unit Owner or occupant to comply with the foregoing shall subject the same to legal remedies, including, but not limited to, suits for money damages, injunctive relief or any combination thereof.

Most of these Rules and Regulations have been in effect for years. Regretably, some of them have not been adhered to by owners or renters. Some have not been enforced by previous management companies. As of the date of these Rules and Regulations, all of the Rules and Regulations will be enforced. However, should any parts or numbered paragraphs be found illegal or unenforceable, this shall not relate to any other part(s).

The only paragraphs containing substantial factual changes or whose substance are not required by law are 2b, 2c, 4, 5, 9, 12, 16, 20, 21, 29, 32, 33, 35A, 37

2. OCCUPANCY AND USE RESTRICTIONS

A. Units may be used only as residential dwellings and for no other purpose. No business, profession or trade of any type shall be conducted on any portion of the Condominium Property. Nothing herein shall be construed to prohibit ownership of a Unit by a corporation, domestic or foreign, provided that the residential nature of the Condominium is not disturbed.

B. A Unit owned by an individual(s), corporation, partnership, trust or other fiduciary may only be occupied by the following persons, and such persons' families: (i) the individual Unit Owner(s), (ii) an officer, director, stockholder, employee or designee

4. **ANTENNAE.** To the extent permitted by law, no outdoor television or radio antennae are permitted.
5. **BALCONIES, TERRACES AND PATIOS.** Enclosures by screening or otherwise of balconies, terraces or patios is prohibited. No objects shall be hung from balconies or terraces. No cloth, clothing, rugs or mats, shall be hung upon, or shaken from doors, balconies or terraces.
6. **BOATS AND COMMERCIAL VEHICLES.** No boats, boat trailers or commercial vehicles shall be permitted at the Condominium, without the prior written consent of the Board of Directors.
7. **CHILDREN.** Children shall be the direct responsibility of their parents or legal guardians who must supervise them while they are within the Condominium Property. Full compliance with these Rules and Regulations and all other rules and regulations of the Association shall be required of children. Playing shall not be permitted in any of the lobbies, hallways, stairways, elevators, and lobby areas, and loud noises will not be tolerated.
8. **CLEANLINESS.** Unit Owners shall not allow anything to be thrown, or to fall, from doors, balconies or terraces. No sweeping, or other substances, shall be permitted to escape to the exterior of the building from the doors, balconies or terraces. Garbage cans, laundry, dry cleaning, supplies or other articles shall not be placed in the corridors or on staircase landings.
9. **COOKING DEVICES.** No fires, cooking devices or other devices which emit smoke or dust shall be allowed on any balcony or terrace.
10. **DESTRUCTION OF PROPERTY.** Neither Unit Owners, their family, guests, invitees, nor employees shall mark, mar, damage, destroy, deface or engrave any part of the Condominium property. Unit Owners shall be financially responsible for any such damage.
11. **DOOR LOCKS.**
 - A. Unit Owners must abide by right of entry into Units in emergencies. In case of any emergency originating in, or threatening, any Unit, regardless of whether the Unit Owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate. To facilitate entry in the event of any such emergency, the Unit Owner of each Unit, if required by the Association, shall deposit a key to such Unit, under the control of the Association.

(e) Non-exclusive Remedy: These fines shall not be construed to be exclusive 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 Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

16. HURRICANE PREPARATION. Each Unit Owner who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to departure by:

A. Removing all furniture from his balcony.

B. Unit Owners shall not install hurricane or storm shutters without the prior approval of the Association. Hurricane or storm shutters shall only be closed during a hurricane or severe storm warning and must be open at all other times. The Board of Directors shall have the right to adopt additional rules and regulations regarding hurricane shutters, including but not limited to, rules and regulations regarding design, color, location and use thereof.

17. INSURANCE WITHIN YOUR UNIT Any damage caused by problems originating within your unit are not covered by the condominium insurance. This also refers to damage to other units which started within your unit. For instance, if any water leakage which started within your central air conditioning, sink or bathroom and damaged any other unit, you are legally responsible. There is insurance that you may purchase covering such damage. It is your responsibility to obtain such insurance.

18. LEGAL ACTION: Every Unit Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association (all as amended from time to time) to the extent applicable. Failure of a Unit Owner or occupant to comply shall be grounds for legal action which may include, without limitation, an action to recover sums due for damages, an action for injunctive relief, and any combination of such actions.

19. MOVING/DELIVERIES. Moving and deliveries shall only be allowed between the hours of 8:00 a.m. and 5:00 p.m. daily. Moving and deliveries shall not be permitted at all on Saturdays or Sundays.

20. NOISE. Any Unit Owner wishing to install any flooring materials (including but not necessarily limited to ceramic tile, marble, wood, etc.) in areas other than the baths, or those balconies which are not physically located over and/or above the living areas of another Unit, as allowed for in the original construction, is required to obtain the prior written approval of the Association and to insure that a sound control underlayment system is used which system must be approved in writing by the Association prior to installation.

26. **PLUMBING.** Water closets and other plumbing shall not be used for any purposes other than those for which they are constructed. No sweepings, rubbish, rags or other foreign substances shall be thrown into them. The cost of any damage resulting from misuse shall be borne by the Unit Owner causing the damage. No unit may have a clothes washer and/or dryer therein. If any are present, they must be removed.

27. **POOL.** The condominium does not have the resources to pay for a lifeguard. Therefore, every unit owner assumes the responsibility for themselves, their family and guests for safety and health purposes. If you have health problems which make it dangerous to use the pool – don't use it. Never let children out of your sight for any period of time. Drowning can occur within seconds.

A. Unit Owners, their family and guests must comply with all state and local laws, rule and regulations including, but not limited to, Health Department Regulations.

B. All children under the age of thirteen (13) must be accompanied in the pool or at the pool side by a Unit Owner. There are no exceptions.

C. Each person using the pool must use the pool side shower before entering the water.

D. Children who are not fully toilet trained must wear special diapers at all times to prevent pollution. Please educate children regarding pool hygiene.

E. No foreign objects, including combs, hair pins, clips, bobby pins, etc. should be taken into the pool.

F. No drinking glasses or glass containers may be taken into the pool or may be utilized at pool side.

G. No toys, rafts, boats or balls may be in the pool or at poolside.

H. No diving into the pool.

I. No more than two guests and two children may use the pool at any time.

J. Pool hours are 8:00am to 6:00pm. No one should be in the pool at any other times.

28. **RELIEF.** The Board of Directors shall have the power, but not the obligation, to grant relief to one or more Unit Owners under the particular circumstances involved from the provisions of specific restrictions contained in these rules and regulations upon written request therefrom and for good cause shown in the sole opinion of the Board.

29. **RESPONSIBILITY FOR DELIVERIES.** Unit Owners shall be liable for all damages to the building caused by receiving deliveries, or moving or removing furniture or

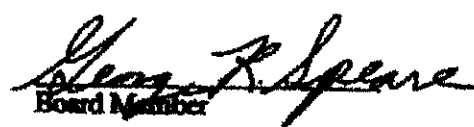
36. WEIGHT LIMITATIONS. No Unit Owner shall cause to be placed any weight on any portion of his Unit which shall interfere with the structural integrity of the building. Waterbeds are specifically prohibited.

37. WINDOW COVERINGS. Door and window coverings visible from the exterior of the Unit other than those that have white, off-white or black-out type liners shall be subject to approval of the Board of Directors.

38. WINDOW AND WALL AIR CONDITIONERS. Only the three efficiency units (i.e. 213, 114, 313) may have wall or window unit air conditioners, as they are not equipped with central air conditioning. No other unit may have wall or window unit air conditioning.

FLORIAN ARMS, INC.

By: 
JUAN LINVAL, President


Board Member

Print name


Board Member for Theodore Smith
per Proxy

Print name