



Floridian Arms Condominium Association, Inc.

Application for Consent to Lease or For Sale

This application form is fully completed to include, a copy of all proposed sales/rental contracts, a photocopy of picture ID, a photocopy of valid unexpired auto registration, two (2) letters of recommendation for each applicant over the age of 18, an original police report for each applicant over the age of 18, and a cashiers check or money order for the application fee, must be received by the Management office, at the address below, **no less than ten (10) working days prior** to the date action is desired of the Association. The Board of Directors will have ten days after the interview of an applicant.

****Missing or incomplete information will cause the application to be returned without action. ** Fees:**

(NON-REFUNDABLE)

■ **Application Fee: Money Order or Cashier's Check:**

**\$150.00 Per Person (except husband/wife or parent/dependent
child under 18).**

\$175.00 Per Married couple with a copy of the Marriage Certificate

**Payable to VTE Consulting, LLC
1840 W. 49 Street, Ste 216, Hialeah, FL 33012**

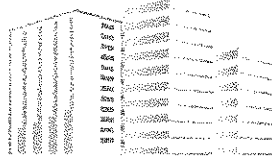
Please note that the application takes from 20-25 business days. If you would like to rush 5-10 business days, there is a fee of \$100.00.

Floridian Arms Condominium Association, Inc.

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

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

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



VTE CONSULTING LLC
INTEGRITY DEFINES ALL ODDS

VTE Consulting LLC, 1840 West 49 Street, Ste 233, Hialeah, FL 33012, 305-603-7879

Rush: Yes ____ No ____ (additional fee required)

- ☐ 1) Fully completed Application
- ☐ 2) \$150.00 Money Order or Cashier's check per applicant
- ☐ 3) \$30.00 Background Check Money Order or Cashier's check per applicant
- ☐ 4) \$100.00 Impact fees payable to Floridian Arms Condominium per Application.
- ☐ 5) Reference letters per applicant (NO Relative may write a letter of recommendation)
- ☐ 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 Acknowledgment 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

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: Lease _____ OR Sale _____

Applicant #1

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

Employment of Applicant #1

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

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

Credit Score: _____

3 References (Non-Related to Applicant)

Name	Relationship

Applicant #2

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

Employment of Applicant #2

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

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

Credit Score: _____

3 References (Non-Related to Applicant)

Name	Relationship

Applicant #3

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

Employment of Applicant #3

Employer	Position:
How Long at Present Job:	

Phone Number #
Address

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

Credit Score: _____

3 References (Non-Related to Applicant)

Name	Relationship

Emergency Contact

Name:	Relationship
Phone	
Name	Relationship
Phone:	

Vehicle Information (List ALL Vehicles Owned)

Make	Year	Color	Tag

Children Under 18 years of age:

First Name	Last Name	Age



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 customer 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

Applicate Name _____

Applicate Name _____

Applicant Signature _____

Applicate Signature _____



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: _____

Date: _____

FLODIDIAN ARMS CONDOMINIUM ASSOCIATION, INC.

VTE CONSULTING LLC

1840 WEST 49TH STREET Suit #216 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 an adult at all times.

The association has designated a green area adjacent to the perimeter concrete wall assigned for dog waste. Your dog's waste must be picked up after your dog.

By signing this affidavit, I understand and agree that failure to follow the above-mentioned instructions will have my pet(s) removed from Floridian Arms Condominium Association, and the unit lease agreement between the unit owner and tenant may be terminated as a result of such failure.

Signature of Unit Owner/Pet's Owner

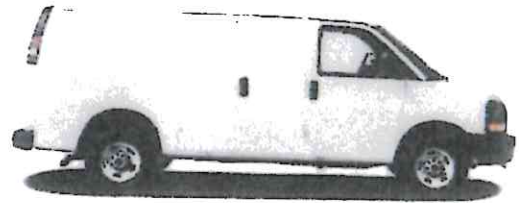
Date

**VEHICLES NOT ALLOWED PARKED IN THE
ASSOCIATION**

PICKUP RACKS



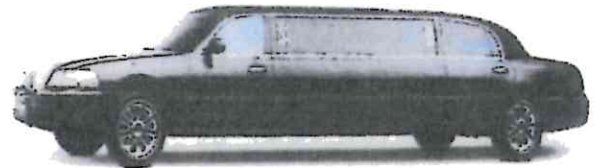
**ALL TYPES OF COMMERCIAL VEHICLES/
VEHICLES WITH SIGNS / LETTERING**



MOVING VEHICLES



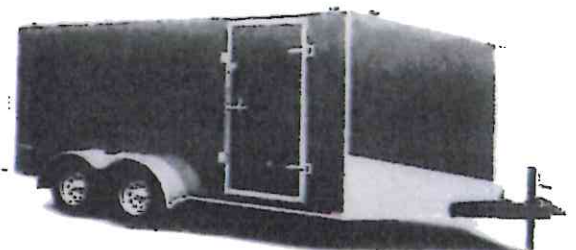
LIMOUSINES



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



ANY TYPES OF TRAILERS



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

of such corporation, (iii) a partner, employee or designee of such partnership, (iv) the fiduciary or beneficiary of such fiduciary. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom. The Board of Directors shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above.

C. 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 of Directors, and except as otherwise provided in Rule 2, a person(s) occupying a Unit for more than one (1) month without the Unit Owner or a member of his family being present shall not be deemed a guest but, rather, shall be deemed a lessee for purposes of these Rules and Regulations (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of these Rules and Regulations which apply. The purpose of this section is to prohibit the circumvention of the provisions and intent of these Rules and Regulations and the Board of Directors shall enforce, and the Unit Owners comply with, same with due regard for such purpose.

3. RULES AND REGULATIONS ENFORCEMENT

Violations should be reported in writing, to the Board of Directors of the Association.

Violations will be called to the attention of the violating Unit Owner by the Board or condominium attorney.

Disagreements concerning violations will be presented to, and be judged by, the Board of Directors, which will take appropriate action.

Unit Owners are responsible for compliance by their family members, guests, invitees, employees and lessees with these rules and regulations. This includes children.

For clarity's sake, the following rules or regulations are listed in alphabetical order. However, you may not assume that one subject matter is mentioned in only one section. You must read all of the Rules and Regulations. If you can not read English, it is your responsibility to have these Rules and Regulations interpreted.

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 mops, 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.

B. If a Unit Owner wants additional locks as additional security, said Unit Owner shall deposit with the manager a duplicate key for each such additional lock for use in emergencies.

C. If you have not provided key(s), you must do so immediately. Failure to do so will result in the association hiring a locksmith to change the locks. You will be charged.

12. **ELEVATORS.** Elevators shall not be held or delayed by a Unit Owner.

13. **EXTERIOR APPEARANCE.** To maintain a uniform and pleasing appearance of the exterior of the Condominium building, no awnings, screens, glass enclosures, or projections shall be attached to the outside walls or to the balcony, patio or terrace, other than items originally installed by the Developer. This includes any type of screen or umbrella. No exterior lighting shall be permitted on the walls or ceilings of any balcony, patio or terrace. Balconies, patios and terraces shall not be used for the storage of any items, including but not limited to, bicycles or exercise equipment.

14. **FACILITIES.** The facilities of the Condominium governed by the Association are for the exclusive use of Association members and their immediate families, tenants, resident house guests and guests.

15. **FINES.** 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 an Owner for failure of an Owner, his family, guests invitees, lessees or employees, in an amount not to exceed that allowed by the Act as same may be amended from time to time, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or By-Laws, provided the following procedures are adhered to:

(a) **Notice:** The Association shall notify the Owner or occupant of the reported or alleged infraction or infractions. Included in the notice shall be a statement of the provisions of the Declaration of Condominium, Association By-laws or Association Rules which have been allegedly violated; a statement of the matters asserted by the Association; and a statement of the date and time and place of the next Board of Directors meeting at which time the Owner or occupant shall present reasons why a fine should not be imposed. Unit Owners shall have an opportunity to respond, to present evidence to provide written and oral argument on all issues involved.

(b) **Payment of Fines:** Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.

(c) **Application of Fines:** All monies received from fines shall be allocated as directed by the Board of Directors.

(d) **Infractions:** Each day an infraction or violation occurs after the applicable party has received notice thereof shall be deemed to be a new infraction or violation.

(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.

21. **NUISANCE OF CONDOMINIUM.** A Unit Owner shall not permit anything to be done or kept in his Unit which will increase the insurance rates on his Unit, the Common Elements, or any portion of Floridian Arms Inc., or obstruct or interfere with the rights of other Unit Owners or the Association. A Unit Owner shall not commit or permit any nuisance, immoral or illegal act in his Unit or the Common Elements or any portion of Floridian Arms Inc.

Installation of the sound control underlayment system shall include provisions for a perimeter isolation material which will insure that impact noises are not transmitted into a space below either directly through the floor or by flanking through the surrounding walls.

In order to ensure your own comfort and that of your neighbors, radios, stereos and television sets should be turned down to a minimum volume at all times so that any sounds emanating therefrom shall not be heard outside of your Unit. All other unnecessary noises such as the playing of pianos and other musical instruments, bidding good night to departing guests and slamming doors between the hours of 10:30 p.m. and 8:00 a.m. should be avoided. Your neighbors will appreciate this.

Carpentry, carpet-laying, picture-hanging, or any trade or do-it-yourself work involving hammer work, etc., must be done between the hours of 8:00 a.m. and 6:00 p.m. ONLY. No such work shall be done on Sundays. No exceptions will be allowed.

22. **OBSTRUCTIONS.** Sidewalks, entrances, driveways, passageways, patios, courts, vestibules, stairways, halls, lobbies, elevators, corridors, terraces and similar portions of the Common Elements shall be used for ingress and egress and must be kept open and shall not be obstructed in any manner. Rugs or mats must not be placed outside of doors in corridors and no carts, bicycles, carriages, chairs, tables or other similar objects shall be stored in the above-listed areas.

23. **ODORS.** No noxious or unusual odors shall be generated in such quantities that they permeate to other Units and become annoyances or become obnoxious to another Unit Owner. Normal cooking odors, normally and reasonably generated, shall not be deemed violations of this regulation.

24. **PARKING REGULATIONS:** A Unit Owner may only park his automobile vehicle in that parking space(s) belonging to Floridian Arms Inc. or public parking, and shall park said vehicle within the painted lines identifying the parking space, and shall at all times comply with the Association's rules and regulations regarding the parking of vehicles on the Condominium Property (i.e. front end in first). So long as the Association is in compliance with Florida Statutes governing the towing of vehicles from private property, a violation of the Association's parking regulations will subject any vehicle parked in violation of the rules to be towed from the Condominium property. Only passenger vehicles may be parked in a parking space.

25. **PETS.** None are permitted.

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

other articles to or from the building. The Association shall have the right to charge any Unit Owner, prior to any interior construction to a Unit, or any delivery or removal of furnishings or bulk trash to or from that Owner's Unit, a refundable deposit, in the amount to be determined by the Board in its sole and absolute discretion, which deposit shall be held, and which may be used, by the Association for any damage caused to the Common Elements of the Condominium or for payment or reimbursement of any bulk trash hauling or other associated expense. The Association shall refund the deposit within ten (10) days after the completion of construction of the interior of the Unit or after delivery or removal of any furnishings and/or bulk trash.

30. **ROOF.** NO Unit Owners, their families or guests are permitted on the roof for any purpose.

31. **SIGNS.** No signs of any kind (other than a notice to be placed on the bulletin board after notification to the Board) may be installed on the premises.

32. **SOLICITATION.** There shall be no solicitation by any person anywhere in the building for any cause, charity, or any purpose whatever, unless specifically authorized by the Board of Directors.

33. **TELEPHONES.** All residents must maintain telephone service at all times in their Unit and shall advise the Association of their telephone number.

34. **TRASH.** All trash, garbage and refuse from the Units shall be deposited with care in garbage containers or trash chutes intended for that purpose only at such times and in such manner as the Association will direct. Unit Owners must utilize the appropriate recycling systems, if any, that may be provided by the Association, in accordance with the laws and ordinances of the appropriate governmental authority. A mandatory trash hauling fee must be deposited, in an amount to be determined by the Board, in its sole and absolute discretion prior to any construction or remodeling of a Unit. Such Unit's trash hauling fee shall be used by the Association to deter any and all costs which may be incurred or associated with such construction or remodeling.

35. **USE AND OCCUPANCY.**

A. All Units shall be used for residential purposes only. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons for each bedroom contained in a Unit. The term "temporary occupancy" as used herein shall mean occupancy of the Unit not to exceed thirty (30) consecutive days.

B. Under no circumstances may more than one (1) family reside in a Unit at one time. "Families" or words of similar import used herein shall mean either a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or a group of not more than four (4) persons not so related who maintain a common household in a Unit.

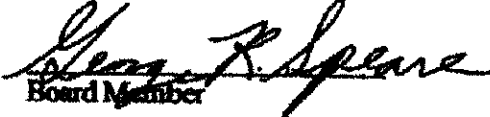
36. WEIGHT LIMITATIONS. No Unit Owner shall cause to be placed any weight on any portion of his Unit which shall interfere with the structural integrity of the building. Waterbeds are specifically prohibited.

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.

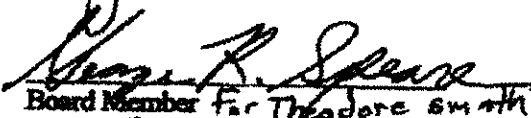
38. WINDOW AND WALL AIR CONDITIONERS. Only the three efficiency units (i.e. 213, 114, 313) may have wall or window unit air conditioners, as they are not equipped with central air conditioning. No other unit may have wall or window unit air conditioning.

FLORIAN ARMS, INC.

By: 
JUAN LINVAL, President


Board Member

Print name


Board Member for Theodore Smith
per Proxy

Print name