



Tenant Application Checklist

Unit #: _____

Applicant Name(s): _____

- Applicant(s) Information Sheet _____
- Background Check Consent to Obtain Consumer Report _____
- Copy of Driver License(s) / Passport(s) _____
- Copy of Visa Student / Work / Other (International Only) _____
- 3 Character Reference Letters (International Only) _____
- Marriage Certificate (if applicable) _____
- Educational Records (for student applicants) _____
- Vehicle Registration (if applicable) _____
- Pet Registration (if applicable) _____
- 3 Recent Bank Statements (per applicant) _____
- 3 Recent Pay stubs / Proof of Income** (per applicant) _____
- Move In/ Move Out & Delivery Policy _____
- Key Policy Acknowledgment _____
- Parcel Receipt Authorization _____
- Unit Access Authorization Form _____
- Addendum to Lease Agreement _____
- General Policies & Procedures _____
- Executed Lease Agreement _____
- Security Deposit (Equal to 1 Months Rent) _____
- Association Application Fee (\$150) _____
- HO6 Policy - Declaration's Page (from Landlord) _____
- Auto-pay Acknowledgment Form (from Landlord) _____

*All applications MUST be typed. No handwritten applications will be accepted.
No typed signatures will be accepted. E-signatures accepted with authentication.*

Management Office is located at 1010 Brickell Avenue, Suite 1200, Miami FL 33131

Phone: 305-537-4911



1010 Brickell Application Information Sheet

Applications are reviewed by the Board of Directors and may take up to fourteen (14) business days from date of FULL submittal (documents & fees) to process.

Applications MUST be submitted in person at the Management Office

M-F 9am-6pm.

Please schedule an appointment to review your application in person [HERE](#)

You can pay your application fee online [HERE](#)

Application Fee	\$150*	Non-Refundable	Check/Card/Money Order
Security Deposit (Lease)	Equal to 1 (one) month's rent	Refundable	Check/No Money Order

Required fees must be paid separately and payable to: 1010 Brickell Condo Association, Inc.

Applicants with unpaid fee(s) and missing supporting documents are **INCOMPLETE** and not eligible for Board consideration.

All maintenance fees must have a zero balance. Owners must be enrolled in Clickpay's auto-pay service. Please ensure these conditions are satisfied before submitting your application.

Elevator Reservation

- Service Elevator Reservations are made upon Association Approval.
- Reservation requests are recommended to be submitted within 2 weeks.

Tenant Restrictions

- Tenant are not permitted to have dogs dwelling in the Unit.
- Recommended lease term is 12 months / **NO SHORT TERM LEASING (AIRBNB is strictly prohibited).**
- All occupants over the age of eighteen (18) MUST apply with the Association.
- All unit owners are required to provide H06 policy (Declaration's Page) prior to renting their unit.
- Fob use and Amenity access is limited to registered occupants only.

International Tenants

- Immigration status, duration, must coincide with lease term.
- Three (3) Character Reference Letters from individuals in the United States of America are required.

I hereby acknowledge the aforementioned application instructions and will adhere to 1010 Brickell Association's rules and regulations regarding its application process and will provide all required fees and documentation and any other information that may be required by the Association or Board of Directors.

Applicant Name(s): _____ Unit # _____
Applicant Signature: _____ Date: _____
Applicant Signature: _____ Date: _____

BROWN'S BACKGROUND CHECKS
CONSENT TO OBTAIN CONSUMER REPORT ON SUBSCRIBER
1010 Brickell Condominium Association Inc.

I understand that you may obtain consumer reports that relate to my credit and/or criminal history. This information will, in whole or in part, be obtained from AISS, a Sterling Infosystems Company, 6111 Oak Tree Blvd, 4th floor, Independence, OH 44131, telephone 800.853.3228. I understand that you may be requesting information from various federal, state and other agencies or institutions, which maintain public and non-public records concerning my past activities relating to my credit and/or criminal history. This information will be reviewed by the Association and may be reviewed by a unit owner if it's a rental.

I authorize, without reservation, any party, institution, or agency contacted by AISS to furnish the above mentioned information:

Applicant Name _____	Date of Birth* _____/_____/_____	Social Security Number _____
*Date of Birth is requested in order to obtain accurate retrieval of records.		If International please provide Passport Number

Co-Applicants Name _____	Date of Birth _____/_____/_____	Social Security Number _____
		If International please provide Passport Number

Alias/Previous Name(s) _____

Current Physical Address _____	City & State _____	Zip code _____
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☐ **California, Minnesota & Oklahoma Applicants Only:** Please check here to have a copy of your consumer report sent directly to you.

Notice to CALIFORNIA Applicants

Under Section 1786.22 of the California Civil Code, you have the right to request from AISS, upon proper identification, the nature and substance of all information in its files on you, including the sources of information, and the recipients of any reports on you, which AISS has previously furnished within the two-year period preceding your request. You may view the file maintained on you by AISS during normal business hours. You may also obtain a copy of this file upon submitting proper identification and paying the costs of duplication services. Upon making a written request, you may receive a summary of your report via telephone.

SIGNATURE _____ DATE _____

Co-Applicant
SIGNATURE _____ DATE _____



Property Important Notice

Payment Authorization

The expected fees for your application are listed below. Please note the application fees are required and non-refundable regardless of the outcome of the application.

I understand that the application fee is \$150.00 and must be paid to the association prior to submittal of my application.

****Additional deposits/fees may be collected after approval****

If you agree with all the property notes and requirements listed on this page, please enter your full legal name in the box below. I further state this form was signed by me and was not originated with fraudulent intent by me or another person, and that the signature below is my own legally-binding digital signature.

I Agree: _____

Date: _____

I Agree: _____

Date: _____



Applicant(s) Information

The Application

Property Information

Building Name: _____ Apartment: _____

Move In Address: _____

Occupancy Type: _____ Move In / Close Date: _____

Rent Amount (If Applicable): _____ Rent / Lease Term: _____

Applicant Information

First Name: _____ Middle: _____ Last: _____

Date of Birth: _____ Telephone Number: _____

Email: _____

Co-Applicant Information

First Name: _____ Middle: _____ Last: _____

Date of Birth: _____ Telephone Number: _____

Email: _____

Current Residence:

Address: _____

City / State: _____ Zip Code: _____

How long have you been at this address? Years _____ Months _____ Own? _____

Landlord Name: _____ Phone Number: _____

If Living with Family/Friend-Name: _____

Family Phone Number: _____ Relationship: _____

Co-Applicant Address: _____

City / State: _____ Zip Code: _____

How long have you been at this address? Years _____ Months _____ Own? _____

Landlord Name: _____ Phone Number: _____

If Living with Family/Friend-Name: _____

Family Phone Number: _____ Relationship: _____

Employment History

Applicant Employer Name: _____ Job Status: _____

Address: _____ City: _____ State/Zip: _____

Occupation / Position: _____ Supervisor Name: _____

Telephone: _____ Salary Including Commission: _____

Co-Applicant Employer Name: _____ Job Status: _____

Address: _____ City: _____ State/Zip: _____

Occupation / Position: _____ Supervisor Name: _____

Telephone: _____ Salary Including Commission: _____

Pets

Pet Name: _____ Age: _____ Sex: _____ Weight: _____

Please describe your pet: _____ Breed: _____

Please note tenants can ONLY have service or emotional support animals and must complete the medical certification sheet

Personal References (No Family Members)

Name: _____ Cellphone: _____

Email: _____ Relationship: _____

Name: _____ Cellphone: _____

Email: _____ Relationship: _____

Co-Applicant References

Name: _____ Cellphone: _____

Email: _____ Relationship: _____

Name: _____ Cellphone: _____

Email: _____ Relationship: _____

Vehicle Information (Must register with Management \$40)

Vehicle 1 Make: _____ Model: _____

Color: _____ Year: _____ State: _____ License Plate: _____

Vehicle 2 Make: _____ Model: _____

Color: _____ Year: _____ State: _____ License Plate: _____

List of Occupants Under the Age of 18:

Name: _____ Age: _____

Name: _____ Age: _____

Emergency Contact

Name: _____ Phone: _____

Email: _____ Relationship: _____

Co-Applicant

Name: _____ Phone: _____

Email: _____ Relationship: _____

Realtor Contact Information:

Name: _____ Phone: _____

Email: _____



FLORIDA COMMISSION HUMAN RELATIONS MEDICAL CERTIFICATION FORM

_____ (hereafter "Complainant") has requested an accommodation to the policies and procedures of his housing provider or housing association. Complainant has requested the following modifications and/or accommodations to either the dwelling or other parts of the housing community and/or to policies, procedures, services or regulations: _____.

In order to consider whether the request is reasonable, it is necessary that we have the following information from you as the physician who treats Complainant

Physical or mental impairment includes:

1. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine.
2. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism.

Major life activities means functions such as caring for one' s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.

WARNING: The making or giving of a false statement in this proceeding is punishable under Chapter 837, *Florida Statutes*.



1. Are you the Complainant's treating medical professional with knowledge of Complainant's medical condition and history?

_____ YES _____ NO

2. Does the Complainant have a physical or mental impairment as described above?

_____ YES _____ NO

3. What is the expected duration of the impairment?

_____ PERMANENT _____ TEMPORARY

4. Does the impairment substantially limit one or more of the Complainant's major life activities?

_____ YES _____ NO

If yes, please indicate which major life activity is affected and describe how it affects Complainant. Check all that apply.

_____ Breathing:

_____ Caring for Oneself:

_____ Concentrating:



_____ Hearing:

_____ Interacting with Others:

_____ Learning:

_____ Lifting:

_____ Performing Manual Tasks:

_____ Reaching:



_____ Seeing:

_____ Sitting:

_____ Sleeping:

_____ Standing:

_____ Walking:

_____ Working:

_____ Other: _____



5. In your professional, medical opinion, is the above-described modification or accommodation necessary, in order for Complainant to have an equal opportunity to use and enjoy a dwelling as a person without a disability?

_____ YES _____ NO

If yes, please describe how the requested modification or accommodation lessens the effects of Complainant's disability or facilitates Complaint's ability to function.

I swear under penalty of perjury that the above statements are true.

Signature of Medical Professional

Printed Name and Title

Date

Area(s) of Specialty



Move-In/Out and Furniture Delivery Policy

All move-ins, move-outs, and deliveries must be scheduled with the Management Office. Please contact the Management Office at (305) 537-4911.

Notice for move-ins and move-outs must be given at least two (2) weeks prior in order to schedule a reservation for the exclusive use of the elevator. Please re-confirm your move-in/out and large deliveries one (1) week in advance. All other small deliveries not requiring more than one (1) elevator trip must be scheduled at least 24 hours in advance.

Loading Dock Hours of Operation

Monday – Friday 9:00 am to 4:00 pm

Moving / Deliveries Is NOT Permitted Weekends or On Holidays

Time Slots: 9:00 am – 12:00pm or 1:00pm to 4:00pm

Please note all trucks MUST have a lift gate and cannot be longer than 35 feet

Reservations are made on a first-come, first-serve basis. **Only one (1) unit will be permitted to reserve the service elevator for a block of time with a maximum of two (2) units allowed to perform a move per day.** Moves must be 100% completed and their corresponding delivery vehicle(s) removed from the premises no later than 12:00pm or 4:00pm, respectively.

After 4 pm, you will be charged \$100 per hour. Elevator attendant will be present. Protective elevator panels will be installed to protect the elevator

Moving companies must provide proof of liability insurance with a minimum coverage limit of one million dollars (\$1,000,000.00). Movers must be compliant with the **contractor & vendor requirements form**.

A one-time non-refundable exclusive use elevator fee of five hundred dollars (\$500.00) in the form of a check/money order or credit card must be submitted to the Management Office in order to reserve your spot for your Move-In/Move-Out.

Fee is not required with Application submission and/ or if unit is furnished.

If any damage occurs, the Association or its management agents, in their sole discretion, will charge the unit owner' s maintenance assessment account for any damage- requiring repair.

Moving vehicles are permitted to park in the Receiving Area only and **must not** park anywhere on the main entrance driveway, block the garage entrances or exits, or obstruct any parking areas. Any assembly work must be performed inside the unit or off the premises. The common areas are not available as a work area for delivery persons.

All pallets, boxes, and packing materials (bubble wrap, foam, shrink wrap, etc.) must be removed by delivery personnel. Boxes can be disposed of by being broken down and brought to the trash room on the 2^d level. No disposal of any packing materials is permitted on your floor or down the trash chute. Please call the front desk if you need directions or assistance with the disposal of boxes and packing materials.

Management reserves the right to ask moving or delivery personnel to leave the property and/or deny future access to ensure orderly move-ins, move-outs, and deliveries. Please contact the Management Office if you require additional assistance.

Applicant(s) Name

Unit #

Applicant Signature

Date

Applicant Signature

Date



Key Policy Acknowledgement

1. The Management Office will not provide keys or access to your unit for insurance and liability reasons. Private arrangements should be made by the owner, tenant, or resident to provide keys to service personnel, family, assignees, employees, REALTORS, guests, or individuals of any kind.
2. We recommend that owners, tenants and residents make arrangements with friends or neighbors to keep an extra key. 1010 Brickell Condominium Association, Inc. assumes no liability or responsibility to provide keys or access to the unit.
3. The set of keys maintained by the Association will ONLY be used in the event of an emergency. Lock-outs and misplacement of or lost keys are not defined as an emergency.

I, _____, Resident of Unit # _____

hereby acknowledge receipt of the key policy of 1010 Brickell.

Applicant Signature _____

Applicant Signature: _____

Date: _____

Print Name: _____



**Parcel Receipt Authorization For Receiving/Signing For Parcels,
Deliveries, And Mail Addressed To The Unit**

TO: 1010 BRICKELL, A CONDOMINIUM (the "Association")

FROM: TENANT: _____

UNIT # _____

UNDERSIGNED, the tenant(s) of unit listed above (the "Unit") of 1010 Brickell, a Condominium hereby authorizes the personnel employed by the Association to accept, receive and sign for any parcels, deliveries, and/or mail addressed to the Unit, without imposing any liability thereon for the condition or substance of any such parcels so received.

The undersigned (jointly and severally, if more than one) hereby release, indemnify, and hold harmless the Association and its directors, officers, agents, and employees and all members of the Association from and against all claims, damages, losses, liabilities, and expenses including attorney' s fees, at both the trial and appellate level, arising from this Authorization, including, but without limitation to, liability arising from the misplacement of parcels, and/or the negligence of the Association, its employees, or its agents in such regard. This indemnification shall extend to all claims, liabilities, and damages, including consequential damages, losses, and expenses attributable to damages, theft, or injury to and destruction of real or personal property.

Applicant Signature: _____

Co-Applicant Signature: _____

Date: _____



Unit Access Authorization

UNIT #: _____ RESIDENT: _____

BY SIGNING THIS AUTHORIZATION, I HEREBY REQUEST that the Association grant the person(s) named below access to my unit at 1010 Brickell Avenue, Miami, Florida 33131, referred to as 1010 Brickell. In giving this authorization and request, the undersigned ACKNOWLEDGES AND AGREES to the following:

1. The unit owner, tenant, resident, or their designate is solely responsible for unlocking and locking the respective unit;
2. The Association nor its employees are responsible in any manner for supervising, monitoring, or controlling the person(s) and/or company(ies) to whom access is granted;
3. The Association nor its employees are responsible for ensuring that the purpose for the authorized person's entry to the unit is fulfilled nor for limiting or restricting access to accomplish such purpose;
4. The unit owner or resident is fully and solely responsible for any and all costs resulting from damage, repair, or replacement to any part of the Common Elements by acts (direct or indirect) caused by the authorized persons named below;
5. The undersigned agrees to fully indemnify and hold harmless 1010 Brickell, a Condominium and their officers, directors, members, employees, and agents (including, but without limitation to, the Management, its officers, employees, and agents) with regards to the authorized person's actions, whether in the unit or in the Common Elements of the Condominium (such agreement to include all attorneys fee and court costs regardless of whether a suit is brought or any appeal is taken therefrom); and,

6. I further agree to notify the Association in writing, of the expiration or termination of authorization for person(s) and/or company(ies) authorized below. This authorization remains in full force and effect until such written notification is given (although an expiration date is inserted).

Permanent visitors are not granted FOB use or Amenity Access.

Person(s)/Company(ies) Authorized	Relationship/Purpose	Expires (Date)

Date: _____

Signature: _____

Print Name: _____

Date: _____

Signature: _____

Print Name: _____



Addendum To Lease Agreement

THIS ADDENDUM made this _____ day of _____, 20____ is attached to and forms an integral part of the lease to which it is attached, dated _____, for a term commencing _____ and expiring _____ hereinafter referred to as the lease (the "Lease") by and between _____ (hereinafter referred to as "Owner" or "Lessor") and _____ (hereinafter referred to as "Lessee") for Unit No. _____ of 1010 Brickell, a Condominium (the "Association") located at 1010 Brickell Avenue, Miami, FL 33131 (hereinafter referred to as the "Unit"). In the event this Addendum conflicts with, varies or modifies the terms and provisions of said Lease, then in such event, the terms and provisions of this Addendum shall control and govern the rights and obligations of the parties.

WITNESSETH:

WHEREAS, Lessor is the Owner of the Unit, and wishes to lease said Unit to Lessee; and WHEREAS, The Association is requiring that this Addendum to Lease form be executed by Lessor and Lessee.

NOW, THEREFORE, in consideration of the terms set forth herein and other good and valuable consideration, the receipt and adequacy of which the parties hereby acknowledge, the parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. All capitalized terms set forth in this Addendum shall have the meaning as set forth in the Declaration unless the context otherwise provides.

3. Lessee shall abide by and comply with the provisions of the Association' s Declaration, By- Laws, Articles of Incorporation, Policies and Procedures, as same may be amended from time to time (hereinafter referred to as the "Governing Documents") and shall comply with all laws, ordinances, regulations and administrative rules applicable to the Unit including, but not limited to Chapter 718, Florida Statutes, (the "Condominium Act"). By executing this Addendum, the Lessee acknowledges receipt of the Governing Documents from the Lessor and acknowledges review of same.
4. The parties recognize that Lessor is responsible for paying regular maintenance assessments or special assessments (as necessary) due to the Association.
5. In the event the Lessor fails to pay regular maintenance assessments or special assessments (as necessary) to the Association when due, the Association has a number of remedies as specified the Governing Documents and the Condominium Act.
6. Explicitly, in the event Lessor is delinquent in the payment of any regular maintenance assessments or special assessments due to the Association, the rent for the Unit shall be applied by the Lessee to payment of any delinquent assessment or installment thereof due to the Association before payment of the balance, if any, of such rent to the Lessor. If any such assessments and installments are not paid within ten (10) calendar days after the due date, the Association shall notify the Lessor of such delinquency by certified and regular mail to the last address furnished to the Association by Lessor and shall notify Lessee of same by regular mail to the Unit address. Upon receipt of such notice, Lessee shall immediately pay to the Association, the amount of such delinquent assessment, including late fees, interest, returned check charges, collection costs and attorney' s fees (if any), any other sums deemed "rent" and shall deduct such sums paid to the Association from the next rental payment. Notwithstanding the foregoing, in the event the sums owing to the Association exceed the Lessee' s rental payment, Lessee shall not be obligated to pay any sums in excess of such rental payment to the Association. If any excess sums are due to the Association, the Lessee is authorized to continue to deduct such sums from each rental payment until such sums have been paid in full. Any such deductions

by the Lessee shall not constitute a default by Lessee of Lessee' s obligations under the Lease. Association, shall return any excess funds over and above those needed to bring Lessor current to Lessor within fifteen (15) days of the termination of this assignment.

7. Lessee shall continue to make all rental payment to the Association until such time that the Association provides written notice to Lessee that rental payment may be directly to Lessor.
8. In the event Lessor receives payment of rent from Lessee after receiving notice of assignment, Lessor shall turn-over all such rent payments to Association within seven (7) days of receipt. It shall be considered a violation of the Addendum if Lessor fails to turn- over such rent payments.
9. In the event the Lessee fails to pay delinquent assessments and costs and fees incidental thereto, the Lessee shall be deemed in default under the Lease and subject to eviction proceedings as described in paragraph 6 of this Addendum, in addition to all other remedies the Association may have. The collection of rental payments from the Lessee shall not be deemed an election of remedies, and the Association may still proceed to collect delinquent assessments in accordance with the Governing Documents and the Condominium Act, including but not limited to the filing of a claim of lien, foreclosure, and personal money actions.
10. Lessee agrees to abide by this Addendum, the Governing Documents and all applicable laws, ordinances and regulations. If Lessee fails to comply with this Addendum, the Governing Documents or any applicable laws, ordinances and regulations, Lessor shall promptly commence action to evict Lessee. If Lessor fails to promptly commence action to evict Lessee, Lessor hereby authorizes the Association as the Lessor' s agent and attorney in fact, to commence eviction proceedings. In the event the Association files an action for eviction, the Lessor and Lessee shall be jointly and severally liable for all attorney' s fees and costs, including appellate proceedings. Nothing contained herein shall be deemed to obligate the Association to commence eviction proceedings or to preclude the Association from pursuing any other available legal remedies.

12. Prior to occupancy of the Unit, Lessee shall be required to place in escrow with the Condominium a refundable security deposit equivalent to the sum of one (1) month' s rent; which may be used by the Association to repair any damages to the Common Elements or Association property resulting from any acts or omissions of the Lessee or its guests (as determined in the sole discretion of the Board of Directors). The Lessor shall be jointly and severally liable with the Lessee to the Association for any amount in excess of such sum which may be required by the Association to affect such repairs. Such security deposit shall be administered in accordance with Part II of Chapter 83, Florida Statutes. Lessee shall not be entitled to interest on the security deposit or damage fee deposit. In the event the lessee renews their lease and the rent has increased, they are required to provide the rent difference to the condo association in order to comply with the one months rent requirement.
13. Lessee shall not be entitled to occupy the Unit prior to receipt of written approval from the Board of Directors. In the event the Lessee should occupy the Unit prior to receipt of written approval, Lessee' s Application to lease the Unit shall be deemed automatically withdrawn.
14. The Unit shall be possessed, occupied and utilized solely for the purpose of a private single family residential dwelling and for no other purpose. Lessee warrants and represents that the only occupants of the Unit will be the following individuals:

Name

Relationship

Name

Relationship

Name

Relationship

15. The Association and/or their authorized agent(s) shall have the irrevocable right to have access to the Unit as may be necessary for inspection, maintenance repair or replacement of any Common Elements accessible therefrom, or for making emergency repairs necessary to prevent damages to the Common Elements or other units.
16. The Lessee shall not assign the Lease, nor sublet or permit the Unit or any part thereof to be used by others without the prior written approval of the Association.
17. The Lessee agrees not to keep anything in the Unit which will increase the insurance rates of the Association or interfere with the rights of other residents of the Association by creating unreasonable noises or otherwise; nor shall Lessee commit or permit any nuisance, immoral, or illegal act in the Unit, or on the Common Elements, or the Limited Common Elements.
18. There shall be no extensions or renewals of the Lease without the prior written approval of the Association.
19. Lessee and Lessor specifically acknowledge that as of the expiration date of the term of the Lease, unless the appropriate approval has been obtained for an extension or renewal of the Lease, the Lessee shall have no access or use rights in 1010 Brickell property, including, but not limited to, all Common Elements and amenities except as an invited guest. In connection with the termination of the Lessee's use rights as specified above, Lessee and Lessor specifically acknowledge that the Association, at its option, shall have the authority to deactivate and/or terminate all entry devices and/or other means for the Lessee to access 1010 Brickell and/or the Unit as of the expiration date of the term of the Lease.
20. The unit owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant and special Assessments may be levied against the Unit therefore.
21. All leases are hereby made subordinate to any lien filed by the Association, whether prior or subsequent to such lease.

22. No lease of a Unit shall be for a period of less than three (3) months and no Unit may be leased more than two (2) times, in any twelve (12) month period. The lease of a Unit for a term of six (6) months or less is subject to a tourist development tax assessed pursuant to Section 125.0104, Florida Statutes. A unit owner leasing his or her Unit for a term of six (6) months or less agrees, and shall be deemed to have agreed, for such Owner, and his or her heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Developer and all other unit owners harmless from and to indemnify them for any and all costs, claims, damages, expenses, or liabilities whatsoever, arising out of the failure of such unit owner to pay the tourist development tax and/or any other tax or surcharge imposed by the State of Florida with respect to rental payments or other charges under the lease, and such unit owner shall be solely responsible for and shall pay to the applicable taxing authority, prior to delinquency, the tourist development tax and/or any other tax or surcharge due with respect to rental payments or other charges under the lease.
23. When a Unit is leased, a tenant shall have all use rights in Association Property and those Common Elements and Common Areas otherwise readily available for use generally by the Unit owner, and the Owner of the leased Unit shall not have such rights, except as a guest, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights of the unit owner as a landlord pursuant to Chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit dual usage by a unit owner and a tenant of Association Property and Common Elements otherwise readily available for use generally by residential unit owners at 1010 Brickell.
24. When used herein, the singular shall include the plural, the plural the singular and the use of any gender shall include all genders as appropriate.
25. The partial or complete invalidity of any one or more provisions of this Addendum, or any other instrument required to be executed by Lessee in connection with the leasing of the Unit, shall not be affected thereby, and each and every term and provision otherwise valid shall remain valid and be enforced to the fullest extent permitted. The failure of any party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Addendum, or

to exercise any right herein, shall not be construed as a waiver or relinquishment of such terms, covenants, conditions or rights as respects further performance.

26. Nothing contained in the Lease, this Addendum, or the Governing Documents shall in any manner: (i) be deemed to make the Association a party to the Lease or this Addendum (except to the extent that the Association is the intended third party beneficiary of any of the covenants contained in the above referenced documents which are for the benefit and protection of the Association and are necessary to enable the Association to enforce their rights hereunder; (ii) create any obligation or liability on the part of the Association to the Lessor or Lessee (including, without limitation, any obligation as a landlord under applicable law or any liability based on the Association' s approval of the Lessee pursuant to the Governing Documents, such approval being solely for the benefit of the Association), or (iii) create any rights or privileges of the Lessee under the Lease, this Addendum, or the Governing Documents as to the Association.

27. Lessor and lessee acknowledge that the Unit must be exterminated on monthly basis by the Association' s exterminator.

28. The Lease between the Lessor and Lessee shall not be enforceable unless this Addendum is signed by all parties.

29. The Association has the authority to approve or deny lease applications pursuant to the Declaration of the Condominium and seeks to set forth specific criteria to be considered by the Association for approving and disapproving the leasing of units within the condominium:

Adopted June 1, 2022 at a duly held board meeting all unit owners must now provide evidence of an active HO6 insurance policy for the Unit when renting their unit.

IN WITNESS WHEREOF the undersigned have executed this Addendum as of the date and year first written above.

Unit Owner (Lessor) Signature: _____ Date: _____

Tenant (Lessee) Signature: _____ Date: _____

Co-Applicant Signature: _____ Date: _____



Acknowledgement and Acceptance of Condominium Association Policies and Procedures and Use Restrictions

I hereby agree for myself and on behalf of all persons who may use the Unit which I seek to lease that we will abide by all the restrictions contained in the Declaration of Condominium, By-Laws, Rules and Regulations, Condominium Documents, Policies and Procedures, and all other restrictions of 1010 Brickell, a Condominium.

Unit Number: _____

Signature of Applicant: _____

Name: _____

Signature of Applicant: _____

Name: _____



General Policies and Procedures

1. The sidewalks, entrances, passages, lobbies, hallways, and the like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress. Additionally, no carts, bicycles, carriages, chairs, tables, clothing, shoes, or any other objects may be stored in the Common Elements, except in areas (if any) designated for such purposes.
2. The personal property of unit owners and occupants must be stored in their respective units.
3. No articles other than patio-type furniture shall be placed on balconies, patios, lanais, terraces, or other Limited Common Elements. No linens, cloths, clothing, bathing suits or swimwear, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, balconies, terraces, or other portions of the Condominium or common areas.
4. No unit owner or occupant shall permit anything to fall from their windows or doors or the common areas, nor will they sweep or throw from their unit or the common areas any dirt or other substances onto any of the balconies, Common Elements, or others' property.
5. No garbage, refuse, trash, or rubbish shall be deposited into the trash chutes except as permitted by the Condominium Association. The requirements from time to time of the company or agency providing trash removal services for disposal or collection shall be complied with at all times. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.
6. No unit owner or occupant shall make or permit any disturbing noises by himself or his family, servants, employees, pets, agents, visitors, or licensees, nor permit any conduct by such persons or pets that will interfere with the rights, comforts, or conveniences of other unit owners or occupants. No unit owner or occupant shall play or permit to play any musical instrument, nor operate or permit to be operated a phonograph, television, sound amplifier, or other electronic device in his or her unit in such a manner as to disturb

or annoy other residents. No unit or occupant shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.

7. Neither employees of the Association nor those of the Manager are to be sent out by unit owners or occupants for personal errands. The Boards of Directors shall be solely responsible for directing and supervising employees of the Association and the Manager, as applicable.
8. No sign, advertisement, notice, or other graphics or lettering shall be exhibited, displayed, inscribed, painted, or affixed in, on, or upon any part of the 1010 Brickell property, except signs used or approved by the Developer (for as long as the Developer owns any portion of the 1010 Brickell property, and thereafter by the Board). Additionally, no awning, canopy, shutter, or other projection shall be attached to or placed upon the outside walls or roof of the building or on the Common Elements, without the prior written consent.
9. No flammable, combustible, or explosive fluids, chemicals, or substances shall be kept in any unit or in the Common Elements.
10. A unit owner who plans to be absent during hurricane season must prepare his or her unit prior to his or her departure by designating a responsible firm or individual to care for his or her unit should a hurricane threaten the unit or should the unit suffer hurricane damage, furnishing the Management Office with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association.
11. A unit owner or occupant shall not cause anything to be affixed or attached to, hung, displayed, or placed on the exterior walls, doors, balconies, lanais, terraces, or windows of the building. Curtains and drapes (or linings thereof) which face on exterior windows or glass doors of units shall be white, or otherwise shall require the prior written approval of the Board, failing which, they shall be removed and replaced with acceptable items. Notwithstanding anything herein or in any of the Condominium Documents to the contrary, any unit owner may display one (1) portable, removable United States flag in a respectful way; and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, any unit owner may display in a respectful way portable, removable official flags, not larger than 4.5 feet by 6 feet that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard. Curtains and drapes (or linings thereof) which face on exterior windows or glass doors of units shall be subject to disapproval by

the Boards of Directors, in which case they shall be removed and replaced with acceptable items.

12. To the maximum extent lawful, no unit owner or occupant shall install a satellite dish in its unit or limited common elements appurtenant thereto. To the extent that this prohibition is not permitted by applicable law, the installation of satellite dishes shall be restricted in accordance with following:

- (i) Installation should be limited solely to the unit or limited common elements appurtenant thereto, and may not be on the Common Elements, (ii) the dish may be no greater than one meter in diameter, and (iii) to the extent that same may be accomplished without (a) impairing reception of an acceptable quality signal, (b) unreasonably preventing or delaying installation, maintenance, or use of an antenna, or (c) unreasonably increasing the cost of installing, maintaining, or using an antenna, the dish shall be placed in a location which minimizes its visibility from the common elements.

13. No window air-conditioning units may be installed by unit owners or occupants. No unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass, unless approved, in advance by the Boards of Directors in writing. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.

14. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the common areas and including full compliance by them with these policies and procedures and all other policies and procedures of the Condominium Association. Loud noises will not be tolerated. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing the recreational facilities. Pets, birds, fish, and other animals, reptiles, or wildlife shall neither be kept nor maintained on the property except in accordance with the following, in addition to the applicable terms of the Declaration of 1010 Brickell, a Condominium:

- (i) Dogs and cats shall not be permitted outside of their owner's unit, unless attended by an adult and placed on a leash, which is a maximum of six (6) feet long. No pets are allowed on the pool deck or in the gym, spa, or any other amenity area even with a leash. Said dogs and cats shall only be walked or taken

upon the portions of the Common Elements designated by the Association from time to time for such purpose. In no event shall said dog or cat ever be allowed to be walked or taken on or about any recreational facilities contained within 1010 Brickell.

- (ii) Unit owners shall pick up all solid wastes from their pets and dispose of same appropriately.

15. Every unit owner and occupant shall comply with these policies and procedures as set forth herein along with any and all policies and procedures which from time to time may be adopted, and the provisions of the Declaration of 1010 Brickell, a Condominium, along with the By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of a unit owner or occupant to so comply shall be grounds for action which may include, without limitation, an 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 and his or her family, guests, invitees, lessees or employees to comply with any covenant, restriction, rule, regulation, policy, or procedure contained herein or in the Declaration of 1010 Brickell, a Condominium along with the Articles of Incorporation or By-Laws, provided the following procedures are adhered to:

- (i) Notice: The party against whom the fine is sought to be levied shall be afforded an opportunity for a hearing after reasonable notice of not less than fourteen (14) days and said notice shall include (i) a statement of the date, time, and place of the hearing; (ii) a statement of the provisions of the Declaration of 1010 Brickell, a Condominium, Association By-Laws, or Association policies and procedures which have allegedly been violated; and (iii) a short and plain statement of the matters asserted by the Association.
- (ii) Hearing: The non-compliance shall be presented to the Association's Board of Directors after which the Board of Directors, and a committee of other unit owners, shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors and the committee shall be submitted to the owner or occupant by not later than twenty- one (21) days after the meeting.

- (iii) Fines: The Board of Directors may impose fines against the applicable unit up to the maximum amount permitted by law from time to time. Notwithstanding the foregoing, if the committee of unit owners described above does not agree with the fine, the fine may not be levied.
- (iv) Violations: Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.
- (v) Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.
- (vi) Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.
- (vii) 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 or occupant.

16. These policies and procedures shall be cumulative with the covenants, conditions, and restrictions set forth in the Declaration of 1010 Brickell, a Condominium, provided that the provisions of same shall control over these policies and procedures in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted. Anything to the contrary notwithstanding, these shall not apply to the Developer, nor its agents, employees, and contractors, or to the units owned by the Developer. All of these policies and procedures shall apply to all other owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more unit owners from these specific policies and procedures upon written request therefore and good cause shown in the sole opinion of the Board of Directors.

- (i) Requirements that leases and lessees be approved by the Association
- (ii) Restrictions on the presence of pets
- (iii) Restrictions on occupancy of units based upon age (if any)

- (iv) Restrictions on the type of vehicles allowed to park in the Common Elements; however, the Developer or its designees shall be exempt from any such parking restriction if the vehicle is engaged in any activity relating to construction, maintenance, or marketing of the units.

17. Pet Restrictions. Subject to the other provisions of the Declaration of 1010 Brickell, a Condominium, each unit owner may maintain in his or her unit, aquarium fish and/or orderly domesticated pets (which shall be limited to two (2) dogs or cats - their weight cannot exceed more than 50 pounds each), provided that any pet permitted shall only be allowed to remain in the unit and on the property if such is (i) permitted to be kept by applicable laws and regulations, (ii) not left unattended on balconies or in lanai areas, (iii) not kept or maintained for commercial purposes or breeding, (iv) generally not a nuisance or disturbance (whether by barking, scratching, lunging, etc.) to others or property, and (v) not a pit bull or other breed considered to be dangerous by the Board of Directors; provided that the Developer, the Board of Directors, nor the Association shall be liable for any personal injury, death, or property damage resulting from a violation of the foregoing. The following provisions shall also govern any pets on the property:

- (i) All pets must be on a leash not more than six (6) feet long or carried when outside of the unit.
- (ii) Pets shall only be walked or taken upon those portions of the property designated by the Association for such purposes, if any.
- (iii) Unit owners or residents, as applicable, shall pick up all solid wastes from their pets and dispose of same appropriately.
- (iv) Each owner or resident, as applicable, shall be responsible for all damage caused by his/her pet.
- (v) The maintenance, keeping, boarding, and/or raising of pot belly pigs, reptiles, rodents (mice, gerbils, hamsters, etc.), and any other similar animals, livestock, or poultry of any kind, regardless of number, is expressly prohibited.
- (vi) Upon request of any resident, each pet owner shall be deemed to agree to leave any elevator with its pet or wait for another elevator.
- (vii) Pets may not play or exercise in the corridors, stairwells, roof, or other portions of the property, other than in the pet owner's unit.

- (viii) Each pet owner agrees to underwrite the cost of necessary exterminator measures in the pet owner' s unit or others if the pet owner' s pet is responsible for infestation of the Building or portions thereof.
- (ix) Each pet owner agrees to restrain his or her pet in an appropriate manner should it be requested either for cause or the result of a justifiable request from the Association (i.e., muzzled when going through public areas).
- (x) All cats must be spayed and declawed.
- (xi) All dogs must be registered with the Management Office and you must bring a copy of your up-to-date dog vaccination records to the Management Office. These records must be updated each year.
- (xii) Any pet owner who keeps or maintains a pet within 1010 Brickell shall indemnify and hold harmless all other unit owners, the Developer, and the Association, together with their respective directors, officers, agents, employees, managers, contractors, and attorneys, from and against any loss, claim, or liability of any kind or character whatsoever, whether to property or person, arising by reason of keeping or maintaining such pet within the Condominium. The Association may require registration of all pets in connection with same. Without limiting the generality of the other provisions hereof, a violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine unit owners (as provided in the Association' s By-Laws and any applicable policies and procedures) and/or require any pet to be permanently removed from the property.
- (xiii) All of these policies and procedures shall apply to all other unit owners and occupants even if not specifically so stated in portions hereof. The Boards of Directors shall be permitted (but not required) to grant relief to one or more unit owners from specific policies and procedures upon written request therefor and good cause shown in the sole opinion of the Board of Directors.

Applicant Initial: _____

Date: _____

Applicant Initial: _____



1010 BRICKELL

Automatic Payment Acknowledgement Form

Please review and sign below to acknowledge your understanding of the Association's requirement for automatic payment of condo fees. In order for the potential tenant application to be submitted for lease approval.

I, _____ Unit Owner of 1010 Brickell Avenue, Unit _____, hereby acknowledge that the Board of Directors of the 1010 Brickell Condominium Association has mandated all condominium fees to be paid via automatic payment following a aptly held board meeting where this determination was duly complied.

Unit Owner's Signature: _____

Date: _____