

MADEIRA VILLAGE CONDOMINIUM ASSOCIATION

The following applies to any Real Estate transaction involving the Sale, Rental or Transfer of any Condominium or Homeowners Association unit. **Application will not be processed nor accepted unless all the following items are attached:**

1. Fully completed application sent by email to **madeiravillageassoc@gmail.com**
2. \$100 **non-refundable** fee sent by Zelle per applicant over 18 years old (checks will delay the process). The Association's Zelle account is registered with our email address **madeiravillageassoc@gmail.com**
3. Two Personal Reference letters per applicant over the age of 18.
4. U.S. Government issued Photo ID per applicant over the age of 18.
5. Please provide payroll records and bank statements for the last 3 months for each applicant over the age of 18.
6. Copy of license (if you are registering a vehicle with the association).
7. Copy of vehicle registration (if you are registering a vehicle with the association).
8. Signed and Acknowledgment receipt of the By-Laws of the Association.

FOR SALES, ONCE IT IS FINAL, IT IS IMPERATIVE THAT YOU FORWARD US A COPY OF THE WARRANTY DEED AND SETTLEMENT STATEMENT INDICATING THE DATE OF CLOSING AND NAME(S) OF THE NEW OWNERS.

PLEASE BE AWARE THAT THIS PROCESS OFTEN TAKES UP TO 10 BUSINESS DAYS AND NONE OF THE FEES INCURRED ARE REFUNDABLE.

Please be advised that some of the Board of Directors require an interview with the new owner or tenant prior to issuing a Letter of Approval. The Board will request a written reference letter from the previous/current Landlord/Condominium Admin.

Print Name

Applicant Signature

Date

MADEIRA VILLAGE CONDOMINIUM ASSOCIATION, INC.

300 Madeira Ave.
Coral Gables, FL 33134
madeiravillageassoc@gmail.com

Application for Occupancy

NOTE: Please print legibly or type all information. Please complete all questions & fill in the blanks.

PURCHASE _____ or RENT _____ (Term of Lease: _____) Date: _____

Address _____ and Unit No. _____

	APPLICANT	CO-APPLICANT
Full Name (Last, First, MI)	_____	_____
Social Security Number	_____	_____
Date of Birth	_____	_____
Driver's License # (State)	_____	_____

*****APPLICANT INFORMATION *****

PRESENT ADDRESS

Street _____ Apt. # _____
City _____ State _____ Zip _____
Phone (Home) _____ Phone (Work) _____
Cell _____ E-Mail _____
Rent _____ Own _____ From _____ To _____
If rent, provide current landlord information (Company name, address, phone #, email)

Former landlord information (name, address, phone #, email)

CURRENT EMPLOYER

Company name _____
Type of business _____ Annual Income _____
Position/Occupation _____ Start date _____
Street address _____ City _____
State _____ Zip _____ Telephone _____
Name of supervisor _____ Telephone _____

FINANCIAL INFORMATION

Name on credit information_____

Past Due Balance on Any and All Loans_____

Any Bankruptcy Information Within Last 5 Years_____

Any Debt Charge Offs of Record_____

Update Credit Score_____ FICO Score_____

Current or Past Liens_____

Please Include 6 Months Bank Statement with Your Application

Criminal History if Any, Include State, County, Date and Offense below;

Previous Landlords Reference for Last 5 Years, Include Phone and Address;

*****CO-APPLICANT INFORMATION*****

PRESENT ADDRESS

Street _____ Apt. # _____
City _____ State _____ Zip _____
Phone (Home) _____ Phone (Work) _____
Cell _____ E-mail _____
Rent _____ Own _____ From _____ To _____
If rent, list current landlord information (Company name, address, phone#, email)

Former landlord information (name, address, phone#, email)

CURRENT EMPLOYER

Company name _____
Type of business _____ Annual Income _____
Position/Occupation _____ Start Date _____
Street address _____ City _____
State _____ Zip _____ Telephone _____
Name of supervisor _____ Telephone _____

OTHERS TO RESIDE IN UNIT

Full Legal Name	Relationship to Applicant(s)	D/O/B
_____	_____	_____
_____	_____	_____
_____	_____	_____

VEHICLES

Automobile # 1: Make _____ Model: _____
Color: _____ Tag #: _____ Year _____
Automobile # 2: Make _____ Model: _____
Color: _____ Tag #: _____ Year _____

REAL ESTATE AGENT CONTACT INFORMATION

Buyer(s) /Renter Agent Name: _____
Company: _____
Office No. _____ Other No. _____ Other No. _____

EMERGENCY CONTACTS (someone not residing with you who may have key to unit)

Name _____ Phone 1 _____ Phone 2 _____
Relationship _____
Name _____ Phone 1 _____ Phone 2 _____
Relationship _____

PETS

This section to be completed by Buyer/s only:

(Applicants that are buying **ONLY**. Initial here if you do not have a pet)

APPLICANT INITIALS: _____ CO-APPLICANT INITIALS: _____

IF YOU OWN A PET, PLEASE INDICATE THE FOLLOWING:

Type of Pet (dog, cat) _____ Breed _____

Weight/Size _____ Name _____

Type of Pet (dog, cat) _____ Breed _____

Weight/Size _____ Name _____

Note: A statement from the vet is required stating the age, breed and weight of your pet(s).

Should your pet(s) be very young, (example: kitten, puppy) the vet statement must say what weight will your pet(s) achieve when grown. A pet permission agreement shall be signed by the Unit Owner and the Association.

This section to be completed by Renter/s only:

APPLICANTS THAT ARE RENTING AND/OR GUESTS/VISITORS ARE NOT ALLOWED TO HAVE PETS OR BRING ANY PETS ONTO THE PREMISES, AS PER THE RULES & REGULATIONS.

VIOLATION OF THIS OR ANY OTHER RULE MAY BE SUBJECT TO FINES AS WELL AS POSSIBLE EVICTION.

Please initial below as confirmation that renter/s is/are aware of the No Pet Rule as stated above:

APPLICANT INITIALS: _____ CO-APPLICANT INITIALS: _____

GENERAL CONDITIONS, INFORMATION & REQUIREMENTS

- 1.) The application and any other additional forms as may be required for occupancy approval **MUST BE** completed in detail by the occupants. If any questions are not answered or completed or if any information is not provided, the application process will be delayed or will be returned, not processed or approved.
- 2.) All Buyer(s) and Renter(s) **MUST BE** screened and approved by the Association prior to closing or renting. Move-in is not permitted until Applicant/s is/are approved. Unauthorized move-in will be considered a violation of the Rules and Regulations and will be subject to applicable fines. This process takes approximately 10 days.
- 3.) Submission of the application **MUST BE** done via email to madeiravillageassoc@gmail.com.

The application fee is: \$100.00 per adult applicant. Please send payment via Zelle; the Association is register with email address madeiravillageassoc@gmail.com.

- 4.) Acceptance of the application fee does not in any way constitute approval of the application.
- 5.) Once the unit is sold or rented, the new occupants MUST complete and submit an "Owner Resident Information Form", which is attached.
- 6.) Use of the unit is for residential purposes ONLY. Maximum of two occupants per bedroom.
- 7.) Renting of units shall not be for a term less than twelve (12) months.
- 8.) Units have one (1) assigned parking space.
- 9.) If you are buying and you have a pet or are looking to acquiring one, you MUST meet the standards established by the Association. Pets will not be allowed until you complete and submit the appropriate forms required by the Association and then receive and obtain the prior written consent of the Association.

SELLER / LANDLORD OBLIGATIONS and RESPONSIBILITIES:

- 1.) Providing the Buyer(s) / Renter(s) (as applicable) the following: Governing Documents, Rules & Regulations, Current Budget, Financial Statements, and Keys to Unit, Gate and Mailbox, and Garage Gate Transmitter.

BUYER OBLIGATIONS and RESPONSIBILITIES:

- 1.) The Buyer(s) MUST and is/are SOLELY responsible for providing the Association the following documents after closing. The failure to submit the below-mentioned documents shall result in the Association not providing, mailing or informing you of relevant information.

- Closing Statement OR Warranty Deed
- Completed Owner / Resident Information Form

- 2.) Obtaining from Seller(s) the following: Governing Documents, Rules & Regulations, Current Budget, Financial Statements, and Keys to Unit, Gate and Mailbox, and Garage Gate Transmitter.

In the event the Seller(s) do not provide the above-mentioned items to the Buyer(s), the Buyer(s) may purchase them from the Association.

PLEASE INCLUDE THE FOLLOWING WHEN SUBMITTING THE APPLICATION:

- **COPY OF PHOTO ID per applicant.**
- **COPY OF THE LEASE AGREEMENT or PURCHASE CONTRACT**
- **APPLICATION FEE (\$100.00 per adult submitted separately by Zelle)**

THE TURN AROUND TIME FOR PROCESSING IS **10 BUSINESS DAYS** FROM THE DATE THE APPLICATION IS RECEIVED COMPLETE. INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED.

The undersigned Applicant(s) represent(s) and certify that all facts contained in my/our application are true and correct. I/we hereby authorize Madeira Village Condominium Association, Inc. to make any investigation to confirm the contents contained in this application.

I/we understand that this investigation may include, but not necessarily be limited to: credit report and a criminal background check, I/we consent to these investigations and authorize and direct any employer (past or present), credit reporting agency, property management company, and law enforcement agency to release to Madeira Village Condominium, Inc. without any liability therefore, any information contained in their records concerning the undersigned Applicant(s). I/we further agree that the information contained in this application may be used in such investigation(s) and Madeira Village Condominium Association, Inc. shall be held harmless from any action or claim by me/us in connection with the use of the information contained herein or any investigation conducted by Madeira Village Condominium Association, Inc.

APPLICATION FEE — I/We have submitted the sum of \$ _____ which is nonrefundable for the processing charge and criminal back ground check, receipt of which will be acknowledged by the Association. Such sum is not a deposit. In the event this application is approved or disapproved, this sum will be retained by the Association to cover the cost of processing the application by applicant(s).

RULES & REGULATIONS – I/We have received and read the Rules and Regulations of Madeira Village Condominium Association, Inc. that were presented to me with this application by the unit owner and understand that I/We am/are to abide by such Rules while I/We am/are residing at Madeira Village Condominium. I/We also understand that violation of any of the Rules may be subject to fines to unit owners and ultimately eviction to Tenants by the Association, when it is warranted.

I/We understand that:

Madeira Village is a quiet condominium. Every resident is expected to exercise respect and consideration with fellow residents in regards to peace and quiet. Initials: _____

Moving boxes and all trash shall be placed INSIDE the trash container. Waste Management WILL NOT pick up items placed outside of the trash container. Please fold any boxes prior to discarding inside the trash container. Tenants shall be responsible to discard large items at proper dumping sites. Initials: _____

Patios shall not be used for storage as they may present a safety hazard and represent an unsightly nuisance. Barbeque grills are NOT permitted. Residents shall be responsible to bring any loose items indoors in the event a hurricane warning is issued for our area. Satellite dishes are NOT permitted. Each unit is furnished with a cable connection. Attachment of additional cables to the outside of the building is NOT permitted. Initials: _____

APPLICANT

DATE

CO-APPLICANT

DATE

NOTE: The application submission process is considered complete only when a properly completed application is signed and submitted for processing along with the required documents and fee/s as outlined within this application. Only completed applications, in their entirety, will be accepted for processing. Please allow sufficient time for proper processing of your application. Thank you.

SCHEDULE "A" TO BYLAWS

**RULES AND REGULATIONS
OF
MADEIRA VILLAGE CONDOMINIUM ASSOCIATION, INC.**

In addition to the provisions of the Declaration of Condominium of MADEIRA VILLAGE CONDOMINIUM (the "Declaration"), and the Articles of Incorporation ("Articles") and Bylaws ("Bylaws") of Madeira Village Condominium Association, Inc., the following rules and regulations, together with such additional rules and regulations as may be adopted hereafter by the Board of Directors, shall govern the use of Units, Common Elements and other property owned by the Association or subject to use rights held by the Association ("Association Property"), and the conduct of all Unit residents, whether Unit Owners, approved lessees, or the guests of Unit Owners or lessees. All defined terms herein shall have the same meaning as in the Declaration, Articles and Bylaws.

(1) In order to enhance the beauty of the building and for safety purposes, the sidewalks, and all similar common areas, must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises. Bicycles may be stored only in Units or in other specifically designated areas.

(2) Unit Owners shall store personal property within their respective Units and designated storage areas, if any.

(3) No garbage cans, supplies, milk bottles, or other articles shall be placed on balconies, nor shall any linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, be shaken or hung from any such balconies or part of the Common Elements or Association Property. To provide a healthy environment and in order to eliminate odors and vermin, all garbage must be placed in plastic bags and deposited with all refuse ONLY in the areas so designated. The Common Elements and Association Property shall be kept free and clear of rubbish, debris, and other unsightly material.

(4) So as to maintain the cleanliness of the Condominium Property, no Unit Owner shall allow anything whatsoever to fall from the window, balcony, or doors of his Unit, nor shall he sweep or throw therefrom any dirt or other substances upon the grounds.

(5) No vehicles other than automobiles, and/or allowable motorcycles shall be permitted to park within the Condominium Property, except for the purpose of making deliveries or providing repair services to a Unit. For purposes of this rule, "automobile" includes any type of allowable van, or truck, such as a pickup truck. No other vehicle or equipment of any kind, whatsoever, including, but not limited to, commercial work trucks, delivery vans, boats, boat trailers and campers shall be parked, maintained, stored or otherwise kept within the designated parking areas or on any other portion of the Condominium Property at any time whatsoever. All parking of allowable vehicles for or on behalf of a Unit Owner shall only be in the assigned parking spaces. No vehicle which cannot operate on its own power shall remain within the Condominium Property for more than 24 hours. No vehicles shall be repaired within the Condominium Property, except in emergencies, and except as otherwise provided in the Declaration.

(6) In order that labor costs may be kept to a minimum, employees of the Association may not be sent out of the Condominium Property by any Unit Owner at any time for any purpose. No Unit Owner or resident may direct, supervise, or in any manner attempt to assert control over the employees or agents of the Association.

(7) In order that all Unit Owners may have the quiet enjoyment of their property, no Unit Owner shall make or permit any disturbing noises on the Condominium Property or Association Property by himself, his family, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the reasonable rights, comforts or conveniences of the Unit Owners. No Unit Owner shall unreasonably play or suffer to be played upon any musical instrument or operate or suffer to be operated, a phonograph, television, radio or sound amplifier, in

his Unit in such a manner as to disturb or annoy other Unit Owners. No Unit Owner shall conduct or permit to be conducted, vocal or instrumental instruction at any time.

(8) No radio or television installation may be permitted in a Unit which interferes with the television or radio reception of another Unit. No antenna or aerial may be erected or installed on the roof or exterior walls of a Building without the written consent of the Board of Directors of the Association, except that this prohibition shall not be applicable to television or radio installations permitted or contemplated by the Declaration. All removals, or the carrying in or out of any, freight, furniture, or bulky matters of any description must take place during the hours which the Board of Directors or its agent may determine from time to time. The moving of fixtures or bulky matters of any kind must be made after previous notice to the Board or its agent. Any damage done to the Building or to the Unit Owner or Occupant or to other persons in bringing in or removing furniture or other bulky or heavy articles shall be paid for by Unit Owner or Occupant.

(9) In order to maintain an attractive appearance, no sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed to a Building, or in, on or upon any part of the Condominium Property or Association Property without the written consent of the Board. No Unit Owner or Occupant shall engage or pay any employees on the Condominium Property, except those actually working for such Unit Owner or Occupant on said premises, nor advertise for laborers giving an address at said Condominium Property or Unit.

(10) In order to protect the Condominium Property, each Unit Owner who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to his departure by:

(a) Removing all furniture, plants and other objects from his balcony, where applicable; and

(b) Designating a responsible firm or individual to care for his Unit should same suffer hurricane damage, and furnishing the Board of Directors with the name of such firm or individual. Such firm or individual shall contact the Board for clearance to install or remove hurricane shutters, and such party shall be subject to the approval of the Board.

(11) In order that a Building may maintain an attractive and uniform appearance, no Unit Owner shall make any alterations to the exterior of his Unit or cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, terraces, windows or roof, nor shall an Unit Owner place anything other than porch furniture or plants on the balcony or terrace except with the prior written consent of the Board. Unit Owners are prohibited from installing security bars on the exterior of their Units. The Unit shall not be used for gambling, or for any immoral or illegal purposes. No gas or charcoal grills, burner, broilers, fryers and open flame devices may be used or maintained within the terraces or balconies or any Common Elements.

(12) No fences may be erected upon the Condominium Property or Association Property without the express written approval of the Board of Administration.

(13) Pets belonging to Unit Owners who have signed a pet permission agreement (as formulated from time to time by the Board) and which pets have been approved by the Board will be allowed within the Condominium Property and Association Property subject to the following restrictions:

(a) No animal other than household, domestic animals (dogs, cats, small birds) shall be permitted upon the Condominium Property or Association Property at any time.

(b) No animal may be kept, bred or maintained for any commercial purpose.

(c) Each Unit shall be allowed to house not more than one dog and one cat, or two dogs or two cats. Tenants shall not be permitted to have any dogs or cats.

(d) Each animal brought or kept upon the Condominium Property or Association Property shall be at all times under the control of its Unit Owner.

(e) Each Unit Owner shall promptly remove and properly dispose of all waste matter deposited by his animal upon the Condominium Property or Association Property.

(f) No animal shall be allowed to constitute a nuisance.

(g) Each Unit Owner owning a pet shall assume full responsibility for personal injuries or property damage caused by his pet, and each Unit Owner hereby agrees to indemnify the Association and all other Unit Owners and hold them harmless against any loss, claim or liability of any kind whatsoever arising from or growing out of any harm, injury, or damage caused by such Unit Owner's pet. A violation of the provisions of this Rule shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners and/or to require any pet to be permanently removed from the Condominium Property upon three days' notice.

(i) The Board shall have the right to promulgate Rules further restricting the keeping of pets.

(14) In case of any emergency originating in, or threatening any Unit, the Association, subject to the relevant provisions in the Declaration and applicable law, shall have the immediate right to enter such Unit for the purpose of remedying or abating the cause of such emergency, notwithstanding that the Unit Owner of such Unit is present at the time of such emergency. To facilitate entry in the event of any such emergency, the Association shall have a master key to fit the door locks to all Units. If any Unit Owner wants to change a lock or to have a second lock installed as additional security, said Unit Owner shall deposit with the Board (at such Unit Owner's expense) a duplicate key for each such lock.

(15) There shall be no solicitation by any person anywhere in a Building for any cause, charity, or any purpose whatsoever, unless specifically authorized by the Board. The garbage and trash from a single Unit shall not be excessive as determined by the Board of Administration. If it is excessive, then the Unit Owner shall be responsible and pay the costs of removal of said excessive waste, or removal of same, as directed by the Board of Administration. Waste shall be presumptively deemed excessive if it exceeds the Unit Owner's proportionate share of total trash capacity on a weekly basis using the Unit Owner's percentage ownership in the Common Elements and the waste capacity of the trash containers located on the Common Elements. All garbage and trash shall be deposited in the disposal installations provided for such purpose, if any. Costs of removal shall be treated as a charge against a Unit Owner and collected in accordance with the provisions of Section 9.3 of the Bylaws.

(16) Any Unit Owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veteran's Day, may display in a respectful way portable, removable official flags, not larger than 4 1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of: (a) any provisions in these rules and regulations, including, but not limited to, rules numbered (9) and (11) hereof, or (b) any requirements dealing with flags or decorations.

(17) These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium, provided that the provisions of same shall control over these rules and regulations 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 rules and regulations shall not apply to the Developer, nor its agents or employees and contracts, nor to the Units owned by the Developer, except:

(a) Requirements that leases or lessees be approved by the Association (if applicable); and

(b) Restrictions on the presence of pets; and

(c) Restrictions on occupancy of Units based upon age (if any); and

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(d) Restrictions on the type of vehicles allowed to park on condominium Property or Association Property; 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 Units.

All of these rules and regulations 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 specific rules and regulations upon written request therefor and good cause shown in the sole opinion of the Board.