

Wallian Co-op, INC.

PROSPECTIVE

SALE/RENTAL

APPLICATION

ONENESS MANAGEMENT, LLC.

PHONE. 305-204-5812

EMAIL:MGMT@ONENESSMGMT.COM

WALLIAN CO-OP, INC.

C/o ONENESS MANAGEMENT,LLC.

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PROCEDURE THAT YOU MUST FOLLOW TO SELL, TRANSFER

AND/OR RENT YOUR APARTMENT

1. If you plan to sell, transfer and/or rent your apartment, you should notify the Board of Directors or the Management Company, at least one month in advance of your anticipated decision. When you request your Application, you will receive the following forms:

A. Prospective Sale/Rental Application to be completed by the Applicant(s) with authorization to conduct an employment and credit check and to verify the references outlined in such application.

B. Authorization for Release of Residence and Employment Information in connection with the above Application and signed by the prospective buyer and/or renter.

C. Copy of the existing "Rules and Regulations" of the CO-OP so that the prospective resident will be familiar with such Rules and Regulations before they move in.

2. Once the above documents have been completed and signed, they should be emailed to **mgmt@onenessmgmt.com**

3. To cover the cost of the Screening process, please include with this Application a money order for \$150.00 for each adult, \$150.00 if married (marriage certificate required) \$150 for corporations payable to ONENESS MANAGEMENT,LLC. **Please pay by Zelle to: accounting@onenessmgmt.com**

4. When all of the above is received by the Board of Directors, the investigation process will start and it will take a minimum of fifteen (15) days to be completed. No Application will be processed if the present owner is delinquent with the Association in maintenance fees.

When the investigation is completed, this application will be turned over to the Admission Committee for a physical interview with the Applicant. Only after the approval of the Board's Committee will the Applicant be allowed to move in.

5. The hours permitted to move in and out of the Building are as follows:
Monday through Saturday == From 8:00 a.m. to 4:30 p.m.
No moving on Sundays.

6. It is very important that the new Applicants, whether they are renters or buyers, that before they move in they know that they have to abide by the by-laws and Rules and Regulations. It is stipulated in the State of Florida Condominium Statutes that when you sign a contract whether it is for rental or buying, you are automatically bound by these governing documents.

**THE BOARD OF DIRECTORS OF
WALLIAN CO-OP, INC.**

WALLIAN CO-OP, INC.
C/o ONENESS MANAGEMENT,LLC.

TO PREVENT ANY DELAY IN THE PROCESSING OF YOUR APPLICATION PLEASE ENSURE YOU HAVE COMPLETED THE FOLLOWING:

1. Requirements to be fulfilled by all applicants

- a) Fill out the Application and complete all of the information Requested in the form.
- b) Write (N/A) if “Not Applicable” or information is “Not Available” and sign it.
- c) Pay application \$150 for each adult, \$150.00 if married (marriage certificate required) and \$150.00 for Corporations to cover the Certificate of Approval processing fees.
- d) Signed the Acknowledgement of the rules and regulation form.

2. Documents to be attached to the Application

- a) Authorization to verify employment information and references completed and signed.
- b) Copy of the Lease or Purchase/Sale Contract.
- c) Copy of valid ID with picture and signature of adult occupants.

The process of approval may take up to 15 (fifteen) business days.

WALLIAN CO-OP, INC.
C/o ONENESS MANAGEMENT,LLC.

PROSPECTIVE RESIDENT/OWNER APPLICATION

_____ **PURCHASE** _____ **LEASE**

APPLICANT(S) NAME: _____ **AGE:** _____

D.O.B: _____ **PHONE #:** _____

PROPERTY ADDRESS: _____

NAMES OF OTHER ADULTS: _____

NAMES OF MINORS: _____ **AGE:** _____

_____ **AGE:** _____

DRIVER'S LIC. NO.: _____

APPLICANTS' OCCUPATION: _____

NAME OF EMPLOYER: _____ **PHONE:** _____

ADDRESS: _____

HOW LONG EMPLOYED: _____ (YRS. /MO.) **ANNUAL INCOME \$** _____

NUMBER OF AUTOMOBILES OWNED BY APPLICANT (S):

TAG _____ **MAKE:** _____ **YEAR:** _____ **COLOR:** _____

TAG _____ **MAKE:** _____ **YEAR:** _____ **COLOR:** _____

PRESENT ADDRESS _____

HOW LONG DID YOU RESIDE THERE: _____

LANDLORD'S NAME: _____ **PHONE#:** _____

PERSONAL REFERENCES (NO RELATIVES)

NAME ADDRESS TEL. NUMBER

1. _____ 2.

_____ 3.

BANK REFERENCES: BANK'S NAME: _____

ACCOUNT NO: _____

I understand that any false statement in this application is sufficient grounds for Tropical Terrace

Condominium Assoc., Inc. not to approve this application. The applicant hereby authorizes the Association to conduct a background check at its discretion.

Date: _____ **Applicant's Signature** _____

Applicant's

Signature _____

SPOUSE INFORMATION

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Name _____ Birth Date _____

Driver's License No. _____ Employer _____

_____ Position _____ How Long _____

_____ Telephone _____

MINOR INFORMATION

=====

Name _____ Birth Date _____

School _____ Grade _____

Name _____ Birth Date _____

School _____ Grade _____

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ADDITIONAL PERSONAL REFERENCES

=====

Name Relationship Telephone _____

OTHER INFORMATION

HAVE YOU EVER

Filed for Bankruptcy Yes____ No____ If Yes, when_____ Been

served an eviction notice or asked to vacate a property you were renting? Yes____ No____

Willfully or intentionally refused to pay rent when due? Yes ____No ____ If Yes, when? _____

DISCLOSURE

I/ We, the undersigned, understand that ONENESS MANAGEMENT,LLC. is the agent and representative of WALLIAN CO-OP,INC. and that said agent's fees for screening this application amounting to **\$150.00** for each adult, **\$150.00 if married (marriage certificate required) and \$150.00 for Corporations** will be paid by us,. The undersigned acknowledges that this written notice was received prior to the undersigned receiving a sale and/or lease agreement.

I/We declare the foregoing information is true and correct, and I/We hereby authorize you to conduct an employment and credit check and to verify our references.

Applicant's Signature Date Co-Applicant's Signature Date

Owner's Signature Date

The owner/lessee in consideration of the approval of the foregoing Application, hereby agrees to appoint WALLIAN CO-OP, Inc. as the owner/lessee authorized Agent and attorney-in-fact for the purpose of bringing and maintaining action for eviction, injunction or such other legal actions necessitated by lessee's failure to comply with and abide by the terms, provisions, conditions and restrictions of the Declaration of Covenants, Conditions and Restrictions, Bylaws, or Rules and Regulations of WALLIAN CO-OP,INC presently in effect or as amended from time to time. Lessee further agrees to reimburse WALLIAN CO-OP,INC for any and all attorney's fees and costs incurred by the Association in connection with such action.

Date Applicant's Signature

Owner's Signature

Rules & Regulations

Unit #: _____

Print Name: _____

Owner, Occupant or Property Manager? _____

Date: _____

Please carefully read each of the rules and regulations and acknowledge your complete understanding of each by signing below.

Occupancy

1. This is a residential property. Commercial uses of any kind are not permitted.

2. Occupancy is limited to one individual or an adult couple living together in the unit.

If an occupant wishes to add a second occupant during an active lease term, the occupant must notify the Wallian Co-Op, Inc. Building Manager, ("the Building Manager"), prior to the move-in of the proposed additional occupant and the proposed additional occupant must undergo the same screening process as the occupant of record. Please note, the Wallian Co-Op, Inc. Board of Directors, ("the Board"), has up to two weeks to complete the review and approval of a proposed new occupant.

3. Each occupant must be reviewed and approved by the Board in order to lawfully occupy the unit.

4. A minimum lease term of one year is required.

Short term rentals are not permitted by Wallian Co-Op, Inc., ("the Co-Op"), and, are also in violation of Miami Beach City Code. Any suspected short term rental activity will be reported to the City and any short term occupant will be subject to immediate removal by the Miami Beach Police Department. The unit owner will be fined \$20,000 per occurrence by the City of Miami Beach and subject to permanent revocation of rental rights by the Co-Op. Any Property Manager involved in short term rental activity will be permanently banned from conducting rental activity of any kind in the building.

5. The unit may not be subleased.

6. Any occupant must be over the age of 21.

7. No pets are allowed on the property. (Regardless of type or size.)

8. The maximum stay for an overnight guest is two weeks.

9. Illegal drugs are not permitted to be stored or used on the premises.

Building Access

1. Occupants should be provided with two key fobs, by the unit Owner or Property Manager, that provide access to the front gate. Use of these fobs is the only way to access the property. The cost to replace a lost key fob is \$. Owners and Property Managers should contact the Building Manager for replacement fobs.
2. Any Occupant using forced entry to access the property will be subject to eviction. Any guest of an Occupant using forced entry to access the property will be subject to arrest by the Miami Beach Police Department for trespassing.
3. Occupants are responsible to make sure the front gate is closed and locked behind them upon entering the building. Anyone intentionally leaving any property access gate unlocked or propped open is subject to a **\$50 fine** per occurrence. Repeat violators are subject to eviction.
4. Each unit Owner and / or Property Manager will provide the Building Manager a key to their unit for emergency use and pest control access. The unit Owner and / or Property Manager will be notified by the Building Manager or Board prior to entry into the unit for any reason. If the locks are changed to the unit, the Owner / Property Manager is to provide the Building Manager a new key immediately upon changing the locks.

Quiet Enjoyment

1. Quiet hours in and around the building are from 11:00pm to 9:00am daily.

Any occupant, or guest of an occupant, creating noise that can be heard outside the walls of their unit or creating excessive noise in any of the building common areas before 9:00am and after 11:00pm is subject to a **\$50 fine**, per occurrence.

Occupant will use best efforts to keep hallway noise, (talking, heavy footsteps, door slamming, etc.) to a minimum during quiet hours.

2. Smoking is not permitted in the building. Smoking is only permitted at the front patio seating area and, smokers are required to properly dispose their ashes, cigarette butts in provided ash can or tray. Failure to do so will result in a **\$50 fine** per occurrence.
3. Any activities within a unit, (as a result from cooking or any other source within the unit,) that create an offensive odor in the common areas of the building are prohibited and subject to a **\$50 fine** if excessive and / or on a repeated basis following notification.

Trash

1. Trash is to be taken to the dumpster via the back door and walkway on the South side of the building and placed fully in the dumpster with the lid closed. Please note, the trash gate beside the dumpster is for the use of the sanitation companies only.
2. The dumpster is emptied twice a week on Tuesday and Thursday. If the dumpster is overflowing or, access to the dumpster is obstructed, the sanitation company will not empty the dumpster and a special pickup is required at a cost of \$. If the Board determines that an Occupant has overfilled the dumpster or obstructed access to the dumpster, the Occupant will be **fined \$50 plus the cost of the special pickup fee**.

3. Move-in and move-out trash and debris must be picked up by special appointment. Contact the Building Manager to make arrangements for a special pickup for move-in and move-out debris. DO NOT place move-in or move-out debris in, on or beside the dumpster. Doing so will result in a **\$50 fine per plus any costs associated with the removal of the debris.**

4. If you have large or heavy items to dispose of, (packing material for new furniture, etc.,) contact the Building Manager to arrange for a special pickup. DO NOT place move-in or move-out debris in, on or beside the dumpster. Doing so will result in a **\$50 fine plus any costs associated with the removal of the debris.**

5. Littering on the premises, including leaving cups, trash etc., on the patio table, leaving laundry hanging on the drying line for over 24 hours, leaving furnishings, trash or construction debris behind or beside the building will result in a **\$50 fine per occurrence.**

6. Please contact the Building Manager if the dumpster is full.

Recycling

1. A recycling can is located beside the dumpster. ONLY the following items can be placed in

the recycling can:

- Clean cardboard.
 - Pizza boxes and cardboard with food residue are not allowed in the can.
 - Cardboard MUST BE BROKEN DOWN before placing in the can.
- Glass.
- Clear or White plastic containers.
- Newspaper

DO NOT place any other items in the recycling can.

2. Do not place items in, on top of or beside the can if it is full. Doing so will result in a **\$50 fine plus any costs associated with the removal of the debris.**

3. Please contact the Building Manager if the recycling can is full.

Laundry

1. The washer and dryer located at the back of the building are owned and operated by a third party vendor. The Co-Op is not responsible for the proper operation of the equipment nor responsible for refunds of monies lost to the equipment.

2. In the event of a problem with the laundry equipment, it is the occupant's responsibility to call the phone number listed on the equipment to report the problem or request a refund.

3. Operating hours for the laundry equipment are . An occupant operating the laundry equipment outside these hours is subject to a **\$50.00 fine** per occurrence.

Repair and Renovation

1. Occupants must contact their Property Manager or Owner regarding any repair work needed within the unit. (Not the Building Manager.)

2. Property Managers and Owners should contact the Building Manager regarding any problems or concerns with common areas of the building. (Hallways, exterior, roof, etc.)
3. Repairs within the unit, (heating and cooling, plumbing, electrical systems, mold, etc.,) are the responsibility of the unit Owner.
4. If a repair within the unit involves any of the common walls, floors, ceiling or utilities of the building, the unit Owner and / or Property Manager must contact the Building Manager to coordinate access to the roof or crawl space of the building and discuss the best plan of action for repair.
5. Renovations of a unit require prior notification to the Building Manager. The Board must review the planned scope of work prior to commencement of the work to insure proper coordination involving any common areas or utilities.
6. Renovation work may only be conducted Monday through Saturday within the hours of 9:00am to 5:00pm.

Fines

1. Fines will be presented to the occupant in writing and copied to the Owner and the Owner's Property Manager. Fines are payable to:

Wallian Co-Op, Inc.
Attn: Property Manager
Company Name
Address
Miami Beach, FL 33139

2. Fines unpaid after 30 days of the due date will increase \$50 each month thereafter.
3. Fines unpaid after 90 days of the due date will be filed as real property liens against the unit and the Occupant will be subject to eviction by the Co-Op.
4. Recap of fines (each is per occurrence):
 - Leaving any access gate open or unlocked: \$50.00
 - Excessive noise or disturbance: \$50.00
 - Offensive odors: \$100.00 ** this includes marijuanas
 - Trash or recycling rules violations: \$50.00

Surveillance

1. Owners, Owner's Property Managers and Occupants are hereby notified that the common areas of the building may be under video surveillance at any time. Video surveillance can and will be used to prosecute anyone violating laws and / or building rules on the premises.

General

1. Rules violations should be reported by occupants to their unit owner or property manager who will then notify Wallian Co-Op of the violations.

2. Building damage or, inoperative building equipment, of any kind should be reported by occupants to their unit owner or property manager who will then notify Wallian Co-Op of the violations.

3. Unit owner(s) and the property manager are obligated to take action against their tenant(s) once notified of any suspected or actual violation of law or rules of the building.

have been notified by Wallian Co-Op of the inappropriate conduct or violation of laws or rules by their tenant, they will become mutually responsible for any repeated or ongoing similar conduct or violations by the tenant.

4. Unit owners and property managers are mutually responsible for payment of any unpaid fines issued to an occupant as noted above.

5. This document must be read in full and signed by the unit Owner, Property Manager and Occupant(s).

PLEASE BE RESPECTFUL OF OUR BUILDING AND YOUR NEIGHBORS

Contact Information

Building Manager:

ONENESS REAL ESTATE
Kelly Pacheco

Acknowledgement of Rules

Occupant:

Name: _____

Phone: _____

Signature: _____ Date: _____

Property Manager:

Name: _____

Company Name: _____

Phone: _____