

VILLA BAY VISTA CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS

The Board of Directors of Villa Bay Vista Condominium Association, Inc., hereafter referred to as “The Association” has approved the following Rules and Regulations to promote congenial community living and a safe environment and will become part of your Association’s Governing Documents with immediate effect.

These rules and regulations control over all previous rules and regulations.

The Building Manager and Board of Directors shall have authority to enforce the rules and regulations on behalf of the Association in accordance with the terms of the Declaration of Condominium, the Articles of Incorporation, and the Bylaws.

Non-compliance with the rules and regulations by a resident may warrant a fine from \$100.00 to \$1000.00 against a unit owner for violations either by the owner or the tenant or guest of an owner.

These rules consist of fifteen (15) pages. A full set of these rules shall be provided to each new resident by the owner or seller of a unit or as by landlord of a unit to his renters.

These rules will be enforced. All owners and residents please read these rules. Previously some of these rules were not enforced. Beginning with the effective date of these rules no new exceptions will be made to these rules, and existing violations will be grandfathered in only upon a majority vote of the Board of Directors.

A. Parking and Automobiles

Unless the context indicates to the contrary, reference in this section to automobile shall include all motorized vehicles.

- a. All residents must park only in the space, which belongs to the unit in which they reside, unless a resident has specifically consented to the use of their space by another resident. Only a unit owner, the tenant of the owner, or a board member is authorized to have cars towed from a numbered space.
- b. The building manager and members of the Board of Directors have the authority to control parking.

- c. No parking is permitted in front of the garbage room door, the fire pump room and the pedestrian entryway into the building. Immediate towing from this area will be enforced.
- d. No vehicle may be parked in a manner, which blocks the ingress and egress of other vehicles or blocks access to designated parking areas. The association has the right to tow improperly parked vehicles and any vehicles parked on the condominium property without proper authorization or consent.
- e. Only emergency car repairs (dead battery, flat tire, etc.) may be performed anywhere on the condominium property.
- f. No vehicles which are abandoned, inoperable, leaking fluids, without state tags, or in the opinion of the Board of Directors is in a derelict condition shall be permitted to be parked or stored at any place on the condominium property.
- g. Only automobiles, standard size vans, standard size pickup trucks, motorcycles and motor scooters may be parked in the parking areas. No boats, trailers, campers or recreational vehicles are permitted. No commercial vehicles are permitted to park overnight in any space.
- h. Excessive noise, loud talking, slamming of doors, racing of engines and the use of horns is prohibited anywhere on the condominium property.
- i. Replacement of a remote-control unit for any cause (lost, broken or stolen) is currently \$50.00. The fee may be changed by the Board of Directors at its own discretion.

B. Bicycles

For the purpose of this section, references to bicycles shall include all motorize (scooters, mopeds, go-carts, etc.) and non-motorized (tricycles, bicycles, etc.) wheeled vehicles.

- a. No bicycle is permitted to be ridden through the building lobby or common hallways of the condominium.
- b. No bicycle shall be parked in a manner, which blocks the ingress and egress of other vehicles.
- c. Bicycles are not to be stored on balconies.

C. Skates, Skateboards, Etc.

- a. The use of skates and/or skateboards and scooters (motorized and non-motorized) is PROHIBITED ANYWHERE on the condominium including the pool deck and exercise room.

D. Smoking

- a. State law prohibits smoking in all enclosed common areas of a condominium. Enclosed areas include the lobby and elevators.
- b. Cigarette butts are to be disposed of only in the designated containers throughout the property. They are not to be thrown off balconies or pool area into water or plants; left in elevators, walkways, entry to the building or parking lots.
- c. Smoking is only permitted inside the individual condominium units and in the outside areas of the building and poolside.

E. Waste Disposal (Chutes)

- a. All refuse/garbage/waste/bottles/cans/etc. must be tightly wrapped and placed in plastic trash bags and deposited in the disposal chutes in a container not exceeding the diameter of the chute. The trash chutes may be used anytime, but please be respectful of tenants during late evening hours. The tenants located near the chutes are directly affected by the noise. UNDER NO CIRCUMSTANCES are refuse/garbage bags to be left outside the garbage chutes or outside your apartment door.
- b. Large cartons and boxes must be flattened and placed in the utility room inside of the trash dumpster. Heavy items intended for disposal shall be placed in the trash dumpster, not thrown down the chute or left on the utility room floor.
- c. Furniture, construction debris, large appliances, or any other item that do not fit in the trash chute must be disposed of off-site by the unit owner or tenant. They are not to be placed anywhere on the property. Christmas trees must be securely wrapped and placed inside the trash dumpster not on the utility room floor.

F. Recreation Area

- a. The recreation areas are all common areas and are reserved for the use of unit owners, unit lessees and guests (no more than 4 guest per unit are permitted on the poolside and exercise room).
- b. An adult must accompany children under the age of 14 at all times. Parents are responsible for the conduct and safety of their children.
- c. The use of the poolside for private events by a tenant having more than 12 guests, not tenants MUST be reserved through the building manager on a “first come, first served” basis. A \$250.00 deposit must be paid before the use of the facility, which maybe be returned, in whole or in part, once it is determined that the area was left clean and undamaged.
- d. Pool hours are between 8:00am and 8:00pm. Pool rules to include:
- e. NO LIFE GUARD ON DUTY. SWIMMING AT YOUR OWN RISK.
- f. All persons must shower before entering pool.
- g. Proper swimwear is required. Everyone in bathing suits is required to stay within the pool area. Cover-ups and soles are required outside this area.
- h. No glass containers are permitted.
- i. Loud talking, shouting, or playing of radios or musical instruments is not permitted (except where headphones are used).
- j. Running, roller-skating, ball playing or games are prohibited.
- k. Pool deck furniture should not be vandalized, used inappropriately or removed from the area.
- l. Children under the age of 3 years should wear appropriate swim diapers or elastic legged plastic pants.
- m. If suntan oil is used a beach towel must be used to cover pool furniture.
- n. The pool and pool area shall be considered closed during inclement weather.
- o. No one is to use the pool when it is officially designated as closed.

- p. The association has complete authority to refuse to admit anyone to the pool or pool area because of health reasons, intoxication, misconduct, or disregard of the rules and regulations.
- q. No pets allowed on pool deck.
- r. No wet person shall be allowed in the lobby, gym area, or elevators.

G. Balconies, Doors and Windows:

- a. No aluminum foil may be placed in any window or glass door of a unit, and no reflective substance may be placed on any glass in a unit except as approved by the Association for energy conservation purposes.
- b. No objects except suitable patio furniture, plants and planters shall be placed on balcony.
- c. Objects shall not be placed on a balcony ledge or windowsill so as to create a risk that such objects may fall and cause injury or damage to people or property below.
- d. NO rugs, clothing, towels or other objects shall be dusted, shaken or hung from the balconies, or cleaned by beating or sweeping in any exterior part of the building.
- e. NOTHING shall be hung or left on the balcony, windows or doors that will detract from the outward appearance of the building. This prohibition shall include, but not be limited to, laundry, bathing suits, towels, beach mats, mops, satellite, etc.
- f. NOTHING shall be thrown or dropped from the balconies. This specifically includes cigarettes.
- g. Balconies must not be swept or mopped in a manner which causes dirt or water to fall over the edge onto the properties below.
- h. Waterproof containers shall be placed under all flower pots.
- i. No open fires, cooking or barbecuing or devises, which emit smoke or dust, is permitted on any balcony per Dade County fire law.

- j. Balconies SHALL NOT be used as storage areas: to include but not limited to materials, flammable liquids, tool lockers, storage containers, exercise equipment and/or bicycles.
- k. No curtains, umbrellas, fans, trellises, awnings and canopies. No balconies maybe enclosed or screened.
- l. All floor tiles and coverings on the balcony shall be uniform in appearance and subject to approval by the association. No out door carpeting should be used as a balcony floor covering.

H. Hallways & Common Areas:

- a. No property, rugs, plants, or trash of unit owners or residents shall be placed on the exterior walkways, elevators, entry areas, and stairwells. The exterior walkways are fire lanes and must be kept clear of personal items for safety reasons.
- b. To maintain a uniform and pleasing appearance of the hallways, no items shall be hung from the doors except holiday decoration. All door hardware shall be uniform in appearance and subject to approval by the association.
- c. Roof: Unit owners, their families, guests and tenants are not permitted on the roof for any purpose.

I. Architectural Control

- a. No unit owner will permit any structural modification or alteration to be made within a unit without first obtaining the written consent of the association, which consent may be withheld in the event the majority of the directors determine, in their sole discretion, that such structural modification or alteration would affect or in any manner endanger the condominium property. If the modification or alteration desired by the unit owner involves the removal of any permanent interior partition, the association will have the right to permit such removal so long as the permanent interior partition to be removed is not a load bearing partition and so long as the removal thereof would in no manner affect or interfere with the providing of utility services constituting Common Elements.
- b. Any unit modifications requiring city permits must be submitted to the association for prior approval. If the work has not been approved by the Association, the Association has the right to take action to have the construction immediately ceased and will levy fines as provided for in the rules and regulations.

- c. Toilets, bathtubs and other plumbing shall not be used for any other purpose than those for which they are constructed. No sweeping disposal of garbage/trash, rags or other foreign substances shall be thrown therein. The cost of any damage resulting from misuse of the same shall be borne by unit owner causing the damage.
- d. Satellite dishes may be used by individual residents, but they MUST NOT be installed on the exterior walls of the building, balcony railings or any other common element. Satellite dishes may only be placed in a decorative pot or satellite stand and may not extend past the balcony railing or seen from the exterior of the building.
- e. All work on the condo property must be performed either by a licensed contractor or personally performed by the unit owner, with the exception of plastering or painting individual condominium units. All contractors must be licensed and insured and must make Villa Bay Vista Condominium Association, Inc. the additional insured (the beneficiary for any insurance payments for damage to the building) for the work to be performed. If the work performed by the unit owner, it must have prior approval of the Board to insure adequate insurance is available to cover any damage to common properties.
- f. The resurfacing of any floor area of any unit with anything other than carpet with padding requires prior approval of the Association. All installation of hard surface flooring will require the use of sound insulating medium with a Sound Transmission Coefficient (STC) of 58 and higher and Impact Isolation Coefficient (IIC) of 52 and higher. Before the flooring is completed, a member of the Board of Directors or the building manager must be given the opportunity to inspect the installation of the soundproofing materials.
- g. All doors which face exterior walkways, shall be uniform in appearance and color. All door hardware must be of a chrome (not brass) color.
- h. NO building material or waste products can be stored or disposed of on the common areas of the condominium property or in the garbage dumpster. The unit owner or contractor must haul construction debris off the premises.
- i. No "For Sale" signs, "For Rent" or "For Lease" signs or other window displays for advertising or political campaigning shall be placed on any part of the condominium property.
- j. MAINTENANCE or other noise related work within an apartment shall be performed other than between the hours of 9:00 a.m. and 5:00 p.m. on weekdays. NO WORK shall be allowed in any unit by ANYONE on Saturdays, Sundays or holidays except for emergency repairs to plumbing, electrical or exterior glass.

J. Hurricane Preparedness

- a. The Association prior to installation must approve hurricane shutters. Only white accordion style shutters that do not roll down from a large box are permitted. All shutters must meet Miami-Dade Building Code standards and must be installed by a licensed and insured contractor who has submitted detailed installation plans to the Association for approval. The Association shall have the right to adopt additional rules and regulations regarding hurricane shutters, including but not limited to rules and regulations regarding design, color, location and use thereof.
- b. A unit owner who plans to be absent during hurricane season must prepare his unit prior to departure by:
 - i. Removing all furniture, plants and other objects from the balcony.
 - ii. Designating a responsible firm or individual to care for the unit and furnish the Association with the name of such firm or individual. The designated firm or individual shall contact the Association or Building Manager for permission to install or to remove hurricane shutters.
 - iii. No shutters may be installed after the announcement of a hurricane warning by the National Weather Service.
- c. Inhabited units may not keep their shutters permanently closed.

K. Pets

- a. Pets are permitted for all unit owners; however, tenants must discuss breed with unit owners except for fish in tank (not to exceed 55 pounds).
- b. Each unit (regardless of the number of occupants), may maintain up to a maximum of 2 household pets.
- c. No reptiles or wildlife shall be kept in or on the condominium property (including the units).
- d. No domestic bird of any variety which will omit sounds that can be heard in contiguous units maybe kept by a unit owner.
- e. No owner or occupant may keep, breed or maintain any pet for commercial purposes.
- f. Owners have no restriction regarding size of the dog.

- g. All pets must be leashed or carried at all times while on condominium property.
- h. No pets are to be left unaccompanied on balconies.
- i. No pet (including cats) is allowed to roam free anywhere on condominium property. No owner shall play with their pets in the hallways, gym, pool, lobby or parking lot areas.
- j. No pets are permitted in the poolside or gym.
- k. Pets should not be allowed to cause nuisance or disturbance to any other unit owner or occupant, in the event of any occurrence the unit owner and tenant shall be notified by written notice from the Association. If not corrected, the Association will require permanent removal of the pet from the premises. If the pet presents an immediate threat to a person or property, the association will require immediate removal without prior notice to the pet's owner.
- l. Owners shall indemnify the association and hold it harmless against any loss of liability of any kind, and be full responsibility for any damage or injury to persons or property caused by their pets. In the event said pet shall urinate or defecate in the walkways, hallways, elevators, lobby or any common area, including the outside entrance way to the building the OWNER SHALL immediately clean and remove it.
- m. The right to maintain a pet is subject to the conditions stated herein. It is a conditional license and is subject to revocation and termination at any time by the Association upon their sole determination that such pet is vicious, annoying to other residents, or otherwise a nuisance.
- n. No owner/tenant is allowed to leave food in any common area to include front of building, parking lots and sidewalks to feed stray animals.
- o. A non-refundable \$750.00 pet deposit along with pet registration form and photo is required.

L. Use and Occupancy

- a. Every owner is responsible for the PROMPT payment of maintenance dues, assessments, fines or other charges as authorized by the condominium association.
- b. Owners are encouraged to purchase homeowners' insurance.
- c. All employees are hired by and remain under the sole direction of the management company and/or the association.

- d. During their regular hours, they are assigned to specific duties and may not do private work unless authorized to do so by the building manger.
- e. Residents are not permitted to directly give orders or directions to any employee. All requests for services or complaints concerning an employee shall be directed to the building manager in writing.
- f. No employee is authorized to perform personal tasks for any resident.
- g. Grocery carts are not permitted on premise.
- h. All notices dealing with Villa Bay Vista residents may be placed on the bulletin board. No advertising of items outside of the building and no commercial advertising is permitted. Management will remove all notices after 30 days. Any other notices must be approved by the board and posted by the board.
- i. State laws requires Residents will furnish the Association with a duplicate key or keys in a sealed envelope with the unit number and resident name printed on the outside. The key(s) will be placed in a safe in the Association office. Only the building manager and the Board of Directors will have access to the safe.
- j. Duplicate keys are to be used only to provide emergency access to apartments in order to prevent water or other damage to other units or common areas, unless prior notice has been given for the need to access the unit and no access or response is received within the time requested. (Examples of the need for the Association to gain access to locked units would include, maintenance of fire control systems or plumbing inspections mandated by the building's insurance company.)
- k. If the building manager is not in possession of a duplicate key and a condition should arise whereby entry is necessary for emergency or maintenance purposes, the unit owner will be fully responsible for all costs of entry and for all repairs to any affected units and/or common areas.
- l. A condominium unit may not be occupied by persons other than the owner or previously approved tenants for any period exceeding 14 days without prior board approval.
- m. A unit OWNER SHALL BE LIABLE for the expense of any maintenance, repairs, replacement or damage to the common elements rendered by his acts or omissions, or by acts or omissions of family members, guests, employees, agents or lessees.
- n. Disorderly conduct of any kind is prohibited in any common area and is grounds for immediate ejection from the area.

- o. It is the owner/resident's responsibility to inform guests of condominium guidelines. If a guest break any of the Association Rules and Regulations the Association can take action against the owner/resident as if they had personally committed the violation.
- p. At no time shall more than 3 persons occupy a one-bedroom unit and no more than 5 persons occupy a two-bedroom unit. In no event shall occupancy exceed two persons per bedroom, in a two bedroom, including convertible portions of any unit.
- q. Under no circumstances may more than one family reside in a residential unit at one time. "Family" or words of similar importance used herein shall mean either a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or a group not more than 4 persons not so related who maintain a common household in a unit.
- r. Residents are not permitted by State and Condominium law to activate a fire alarm for any purpose other than fire emergency. A fine of \$500 will be strictly enforced for this violation.
- s. All residential units shall be used for residential only.
- t. Hallways may NOT be used by owners, lessees, tradesmen or workers of any craft to store, size, paint or cut any material or objects of any kind. All work must be accomplished within the owner's or lessee's unit.
- u. Children are not permitted to play, loiter or act in a disorderly manner in elevators, stairways, hallways or walkways or any other common area.
- v. No resident shall use or permit to be brought into any unit any flammable fluids such as oil, gasoline, kerosene, naphtha, benzene, explosives of any kind, or any articles deemed hazardous to life, limb, or property. Weapons and ammunitions are excluded from this rule.
- w. The display or discharge of firearms (including B-B guns and pellet guns) or fireworks on the common elements is forbidden.
- x. Personal property may not be left in common areas. If the association determines that a violation has occurred, the owner of the property (if known) will be notified via notice placed on the owner's door. If no response has been received within two days, the association may remove, store or discard the item with no obligation to return or replace the item or to reimburse the property owner.

M. Quiet Hours

- a. Quiet hours are in effect from 10 p.m. to 10 a.m. seven days a week.

- b. During quiet hours there shall be no noise that is audible outside or any apartment or in any of the common areas.
- c. All occupants shall exercise care AT ALL TIMES about making noise when using musical instruments, radios, television, or other items that may disturb other residents. Occupants are encouraged to use sound mitigating methods such as placing speakers at least 6 inches from walls and placing padding or other sound insulation under speakers to ensure minimal reverberation through the concrete floor/ceiling. This is especially critical in units that have tile or other hard flooring surfaces.

N. Rental Policy

- a. NO unit may be rented without a valid lease agreement, which has been approved by the Association. The tenant will be interviewed by at least one member of the Board of Directors and/or property manager, or someone who is appointed by the board. The interview will take place with a least five-day notice.
- b. Any lease shall be for a period NOT LONGER than ONE YEAR and NOT LESS than ONE YEAR.
- c. Property Manager must be notified of new renters prior to their move in date. Notification must be accompanied by a fully completed and signed set of the following documents:
- Villa Bay Vista Purchase or Rental Application Form (for each applicant)
 - Certified Funds or Money Order in the amount of \$150.00 **per adult applicant**. This is a non-refundable fee regardless of association's decision.
 - A copy of the Lease (executed by Lessor and Lessee)
 - A copy of the Villa Bay Vista Rules and Regulations signed by Lessor and Lessee.
 - A non-refundable pet deposit of \$750.00 per pet check payable to: Villa Bay Vista Condominium Association.
 - A non-refundable \$25.00 fee for the building entry intercom system.
 - A \$1000.00 security deposit check payable to Villa Bay Vista Condominium Association (To be refunded after inspection to the premises after move out is complete.)
- d. An owner of a condominium unit and lessee, where the unit is leased out, or his guests, SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL DAMAGES OR ANY KIND WHATSOEVER, including court costs and reasonable attorney fees incurred by Villa Bay Vista Condominium Association, Inc. as a result of such owner, lessee or guest failing to abide by Villa Bay Vista's Declaration of Condominium, Bylaws, Articles of Incorporation, or the Rules and Regulations, or for such owner, lessee, or guest failing to comply with any of the provisions of the Florida Condominium Act or the Florida Residential Landlord Tenant Act. If the owner is responsible for the tenant, then the Association must approach and address the concerns with the owner and let the owner handle the tenant.

e. In connection therewith, it is understood and agreed that the acceptance of the Condominium Association's approval of any lease for a condominium unit by the owner and tenant, as evidenced by the commencement of such a tenancy, shall constitute the automatic appointment of the Condominium Association as the owner's attorney-in-fact, to act on their behalf in connection with the enforcement of any of the rights given to landlords under the Florida Residential Landlord Tenant Act, and it is further understood that this appointment shall be irrevocable by the owner during the duration of the tenancy.

O. Moving/Deliveries

a. Occupants must notify the association and/or building management a minimum of two days prior to moving any furniture or appliances in or out of their apartments in order that elevators may be properly padded and instruct the occupant on how to use the elevator service key.

b. One elevator has been designated and set up for the moving of furniture and other large items. This is the only elevator that shall be used for such a purpose.

c. Moving furniture, appliances, or household effects in and out of the building shall only be permitted between the hours of 8:00 a.m. and 12:00 p.m. Monday through Friday. All furniture movers must be off the premises by 12:00 p.m.

d. Deliveries may be made Monday through Fridays during the same hours.

e. Moving companies' trucks shall park so as NOT to block ingress or egress to the building or parking spaces.

f. NO MOVING IS PERMITTED on Saturday, Sunday or on legal Holidays.

g. A \$1000 move-out deposit is required and ANY DAMAGE done to the common elements resulting from the move or delivery shall be the responsibility of the unit owner.

h. Elevators must be reserved at least two business days prior to the scheduled move. For elevator access, please contact the association and/or management company.

i. Elevators should not be held or propped open so as to disrupt their orderly flow.

P. Enforcement of Rules and Regulations

a. Every unit owner and each tenant shall comply with the Rules and Regulations as set forth herein, and any Rules and Regulations which, from time to time, may be adopted, and the provisions of the Declaration of Condominium, By-Laws and Articles of Incorporation of the Association.

- b. Failure of an owner or tenant to 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 an owner for failure of any owner, tenant or their family, guest, invitee, or employees to comply with any covenant, restriction, rule or regulation herein, or in the Declaration of Condominium, Articles of Incorporation, or By-Laws of the Condominium, providing the following procedures are adhered to:

1. Notices.

The Management company and/or Board of Directors shall notify the owner or occupant of the infraction or infractions in writing.

2. Hearing.

Any resident or owner who is issued a fine shall have the right to a hearing as follows:

A written request for a hearing must be submitted by fax, mail or e-mail within 10 days of the date of the notice. Within 10 days of receipt of a request, a hearing will be scheduled with two or more board members or unit owners.

3. Fines.

The Board of Directors may impose and levy reasonable fines against a unit for the failure of the owner of the unit, or its occupant, lessee, or invitee, to comply with any provision of the Declaration of Condominiums, the Association By-Laws, or the Rules of Regulation of the Association as follows:

- a. A fine not to exceed \$100.00 per violation per day.
- b. A fine may be levied on the basis of each day a continuing violation, with a single notice provided that no such fine shall, in the aggregate, exceed \$1000.00.

4. Payment of Fines.

Fines shall be paid no later than thirty (30) days after the notice of imposition or assessment of the fines, or in the event of a hearing, whatever time is determined at that hearing.

5. Collection of Fines.

Fines shall be treated as an Assessment placed upon an owner's unit subject to the provisions for the collection of the Assessments as set forth in the Declaration and By-Laws.

6. 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.

The undersigned owner/resident of Villa Bay Vista Condominiums acknowledges receipt of the foregoing set of rules and regulations on this the _____ day of _____, 20____.

Tenant Signature _____ Tenant Name _____

Tenant Signature _____ Tenant Name _____

Date _____

Owner Signature _____ Owner Name _____

Date _____

Unit Number _____

Villa Bay Vista Condominium Association

Application for Condominium Purchase or Rental

Applicant's Name:	Unit No.
Real Estate Agent Name:	Agent Phone:
Rental or Purchase (circle one)	Closing/Occupancy Date

Application Instructions

Note: Application will be processed within 10 business days of receipt of all documents and then, an interview is required. We are unable to respond to application inquiries made prior to the full approval time. An individual application is required of all adult unit occupants and/or owners.

Required: ((no cash or personal checks accepted, all payments must be payable by money order or certified check.))

___ Villa Bay Vista's Rules and Regulations Signed by each Adult Applicant. (Tenant and Buyer)

___ Purchase & Rental Application Form by each Adult Applicant (Tenant and Buyer)

___ Residential Screening Request Form by each Adult Applicant fee \$150.00 (each) payable to Villa Bay Vista Association (Tenant and Buyer)

___ Disclosure & Authorization Form by each Adult Applicant (Tenant and Buyer)

___ Photo Identification for each Adult Applicant and Minor Occupant (Tenant and Buyer)

___ Lease Addendum Form (Tenant and Buyer)

___ No Short Lease Addendum Form (Tenant and Buyer)

___ Illegal, Drug & Alcohol, Nuisance Form (Tenant and Buyer)

___ Pet Registration Form (each pet), non-refundable \$750.00 pet fee payable to Villa Bay Vista Association. (Pet registration form to include photo, up to date vaccine records, Miami-Dade current TAG-LICENSE. (Tenant and Buyer)

___ Owner Contact Information Form (Buyer)

___ Copy of Purchase Agreement or Lease (Buyer)

___ Move-in/out refundable \$1,000.00 security deposit payable to "Villa Bay Vista Association" (Tenant and Buyer)

___ Pre-Requisite for Moving and Deliveries Form (Tenant and Buyer)

___ Non-refundable \$25.00 fee payable to "Villa Bay Vista Association" for the intercom system. (Tenant and Buyer)

___ \$50.00 refundable deposit payable to "Villa Bay Vista Association" per Building Key or Gate Remote requested. Refund is processed once key(s) or Remotes(s) are returned to Villa Bay Vista Association undamaged and in working order. (Tenant and Buyer)

NOTES:

Villa Bay Vista Condominium Association

Application for Condominium Purchase or Rental

Applicant Information

Name:		Names of all other Applicants and Minor Occupants:		
Date Birth:		SSN:		E Mail:
Mobile Ph:		Work Ph:		Home Ph:
Current Address:				
City:		State:		ZIP:
Own Rent (Please circle)		Monthly payment or rent:		How long?
Current Landlord (if applicable)			Landlord Phone:	
Previous Address:				
City:		State:		ZIP:
Landlord Name			Landlord Phone:	
Owned Rented (Please circle)		Monthly payment or rent:		How long?
No of vehicles on Property		Attach additional pages if more than 2 vehicles		
Auto Type and Year:	License No and State:	Finance Co. :	Acct No.	Payment Amt
Auto Type and Year:	License No and State	Finance Co. :	Acct No.	Payment Amt
Loans and Charge Accounts				
Owed to:	Account No.:	Address:		Total Debt: Payment
Owed to:	Account No.:	Address:		Total Debt: Payment
Owed to:	Account No.:	Address:		Total Debt: Payment
Owed to:	Account No.:	Address:		Total Debt: Payment
Bank References				
Bank Name:	Acct. No.	Address:		Officer's Name: Phone No.
Bank Name:	Acct. No.	Address:		Officer's Name: Phone No.
Bank Name:	Acct. No.	Address:		Officer's Name: Phone No.
Character References				
Name	Address:		Work Phone No.	Home Phone No.
1.				
2.				
3.				
4.				

Villa Bay Vista Condominium Association

Application for Condominium Purchase or Rental

Previous Neighbors			
Name	Address:	Work Phone No.	Home Phone No.
1.			
2.			
3.			
4.			
5.			
Mailing Address After Closing	Current Address	Other (Specify):	
(Circle One)	This Property Address		
Employment Information			
Current Employer:		Type of business:	
Employer Address:		How long?	
Phone:	Fax:	Supervisor:	
Position:		Annual Income:	
Emergency Contacts			
Name:	Ph1:	Ph2:	
Name:	Ph1:	Ph2:	
Name:	Ph1:	Ph2:	
Additional Information			
Purchase Will Be (Circle One) Primary Residence Secondary Residence Investment Property			
Pets Name:		Description:	weight:
Pets Name:		Description:	weight:

Villa Bay Vista Condominium Association

Application for Condominium Purchase or Rental

CONDOMINIUM DISCLOSURE: *Condominium living imposes a unique standard of rules and regulations upon residents. Please initial each below.*

_____ Applicant has received a copy of the Association Condo Documents (Buyer Only)

_____ Applicant has received, signed and understands that he/she is responsible for fully reading and adhering to the Rules and Regulations of the association. (Tenants & Buyers)

_____ Applicant understands that he/she is responsible for making payments of assessments and maintenance to the association on a monthly basis on the first of each month. Late accounts are charged \$25.00 in addition to other possible penalties. (Buyers Only)

_____ Applicant understands the Villa Bay Vista Association "Lease Addendum" arrangement. (Tenants & Buyers).

_____ Applicant understands that payments are made payable to: Villa Bay Vista Association. Improperly directed payments are subject to late fees. (Buyers Only)

_____ Applicant understands that he will not receive monthly statements or reminders and is responsible for all association dues (without reminder) from the time of closing. (Buyers Only)

_____ Applicant will have all leases & tenants approved in writing by the Board prior to tenant move-in. (Buyers Only)

_____ No satellite dishes, interior or exterior modifications are permitted without a "Architectural Review Committee Application" submitted to the Board for approval. (Tenants & Buyers).

My signature below affirms my understanding and acceptance of the preceding information.

Applicant Signature _____ Date _____

Applicant Signature _____ Date _____

Owner Signature _____ Date _____

Release of Information & Authorization

I hereby authorize the release of information to Villa Bay Vista Condominium Association to which I am applying or their respective management company, their attorneys or representative concerning my banking, credit, residence, and employment or police records in reference to the application for housing (lease) or in consideration of the purchase of a condominium. I understand that this information is used as part of an investigative and/or credit report. Furthermore, I hereby waive my privileges I may have with respect to the disclosure of said information to the aforesaid parties.
(Confidentiality: The information contained within this application will not be marketed, sold or distributed in any manner to any third party not specifically referenced within this application).

Signature of Applicant: _____ Date _____

Signature of Applicant: _____ Date _____

Villa Bay Vista Condo Association

Pre-Requisites for Moving and Deliveries

1. Notify Villa Bay Vista Association (2) weeks prior to your move to reserve the elevator and elevator service key. Failure to not set-up a move-in/move-out date will result in a \$100 fine deducted from the security deposit. Elevators must be properly padded and instruction to the occupant on how to use the elevator key must be given (moving company cannot prop or hold elevators doors open so as to affect their orderly use);
2. A \$1,000.00 move-in/out security deposit is required, and ANY DAMAGE done to the common elements resulting from the move or delivery shall be the responsibility of the unit owner.
3. Moving company's trucks shall park outside so as NOT to block ingress or egress to the building or parking spaces
4. Moving company must provide certificate of liability of insurance in the amount of \$200,000.00 naming Villa Bay Vista Condominium Association as "Additional Insured" on the policy.
5. Moving company cannot leave front entrance doors unattended to compromise the security of the building. **Failure to comply will result in a \$100 fine deducted from the security deposit plus any damages to the building. Someone must be always present at the entrance if doors are open and unlocked.**
6. One elevator will be designated and set up for moving. This is the only elevator that shall be used for such purpose.
7. To protect the common areas and elevators, all furniture type items must be wrapped in protective blankets.
8. All furniture, boxes, moving debris and packing materials must be removed from common hallways and common areas at all times and must be cleaned if dirtied.
9. The City of Miami Beach Garbage does not pick-up large boxes, furniture or large items. Ask your moving company if they can dispose of them for you, if not you may legally dump trash at the city dumpster every 1st full weekend of every month at 75th street and Dickens Avenue or 6th street and Meridian Avenue. If you have small boxes, break them down and place inside the dumpster. Do not dump them down the trash shoot or leave in trash room or stairways. **Failure to remove any unwanted furniture, boxes, debris, packing materials will be subject to a \$100 fine plus any additional charges to have removed from property will deducted from the deposit.**
10. Elevator dimensions: height: 7'8"t, depth: 3'5", width: 5'4", Door clearance: 3'0", Weight Capacity: 2000 lbs.
11. Moving of large furniture and/or large deliveries must be conducted between the **hours of 8:00am- 12:00pm Monday through Saturday only. (Moving on Sundays or Holidays is not permitted).** All furniture movers must be off the premises by 12:00 p.m.

ALL PARTIES TO INITIAL THIS PAGE

****NON-OCCUPANT NEW OWNERS ARE NOT EXEMPT FROM THE MOVE-IN/OUT \$1,000.00 SECURITY DEPOSIT, UNLESS BUYER PROVIDES A NOTARIZED STATEMENT OF NON-OCCUPANCY****

Applicant's Signature _____

Date_____

Applicant's Signature_____

Date_____

Owner's Signature _____

Date_____

Villa Bay Vista / Ref# _____

RESIDENTIAL SCREENING REQUEST

First: _____ Middle: _____ Last: _____

Address: _____

City: _____ ST: _____ Zip: _____

SSN: _____ DOB (MM/DD/YYYY): _____

Tel#: _____ Cell#: _____

If Purchasing Under LLC Company:

Entity Name _____ Date Filed and Document #: _____

Registered Agent Name: _____ Title#: _____

Address: _____ EIN#: _____

I have read and signed the Disclosure and Authorization Agreement.

SIGNATURE: _____ **DATE:** _____

Villa Bay Vista Condo Association

2016 Bay Drive Miami Beach, Florida 33141

DISCLOSURE AND AUTHORIZATION FORM (One for each Applicant)

DISCLOSURE

A consumer report and/or investigative consumer report including information concerning your character, employment history, general reputation, personal characteristics, criminal record, education, qualifications, motor vehicle record, mode of living may be obtained in connection with your application for residence.

AUTHORIZATION

You hereby authorize and request, without any reservation, any present or former employer, school, police department, division of motor vehicles or other persons or agencies having knowledge about you to furnish **AmeriCheckUSA** with any and all background information in their possession regarding you, in order that your residence qualifications may be evaluated. You also agree that a fax or photocopy of this authorization with your signature be accepted with the same authority as the original.

LLC COMPANIES

Submit your corporation articles and any pertaining documentation regarding your corporation.

READ, ACKNOWLEDGED AND AUTHORIZED

Print Name

Signature

Date



For California, Minnesota or Oklahoma applicants only, if you would like to receive a copy of the report, if one is obtained, please check the box.

Villa Bay Vista Condominium Association

2016 Bay Drive, Miami Beach, Florida 33141

LEASE ADDENDUM FORM

As of this ____ day of _____, 20____, TENANT and the OWNER of unit _____ of Villa Bay Vista Condominium Association Inc. located at 2016 Bay Drive, Miami Beach, Florida 33141 hereby represent, warrant and undertake the following to Villa Bay Vista Condominium Association Inc. (hereinafter the "ASSOCIATION"):

(A) Any and all violations to the ASSOCIATION's Rules and Regulations and/or damages caused by TENANT or by TENANT's pet(s), invitee(s), co-tenant or family, or for which TENANT is otherwise responsible, will be immediately cured by TENANT, or by OWNER in the event of TENANT's default, and any resulting fines imposed by the ASSOCIATION and/or damages thereof will be promptly and directly paid by TENANT upon demand from the ASSOCIATION or its designee, provided that the foregoing shall not be interpreted as a waiver of any of the ASSOCIATION's rights and remedies under the Bylaws, ASSOCIATION's Rules and Regulations, at Law or in equity including, without limitation, the right to request payment of any such fines or damages directly from OWNER nor shall it release OWNER from any of its obligations under the Bylaws, ASSOCIATION's Rules and Regulations or the Law including, without limitation, to promptly pay such fines or damages if TENANT defaults.

(B) Notwithstanding anything to the contrary set forth in any lease agreement or understanding between TENANT and OWNER, any and all maintenance fees or assessments owed and/or payable to the ASSOCIATION and attributable to the above mentioned unit will be promptly and directly paid by TENANT upon demand from the ASSOCIATION or its designee, in the event of OWNER's default, and TENANT may set-off such amount(s) paid to the ASSOCIATION from any amount owed or payable to OWNER under any lease agreement for the above referenced unit or otherwise.

ACCEPTED AND AGREED TO BY:

_____ Owner Name (print)	_____ Owner Signature	_____ Date
_____ Owner Witness (print)	_____ Owner Witness Signature	_____ Date
_____ Tenant Name (print)	_____ Tenant Signature	_____ Date
_____ Owner Witness (print)	_____ Owner Witness Signature	_____ Date

**VILLA BAY VISTA
CONDOMINIUM ASSOCIATION**

2016 Bay Drive Miami Beach, FL 33141

NO SHORT RENTALS ADDENDUM
ACKNOWLEDGEMENT

LANDLORD _____

TENANT/BUYER: _____

UNIT # _____

OCCUPANCY TERM/CLOSING DATE: _____

THE LANDLORD AND TENANT HEREBY AGREE TO THE AGREEMENT AS FOLLOWS:

“The prospective Tenant/Buyer is aware that Villa Bay Vista Condominium does not allow short term rentals, subleasing, sub-renting or unscreened roommates. As per R&R’s, any visitor staying more than 2 weeks needs to submit an application with a check as well as an authorization for screening.

Villa Bay Vista Condominium reserves the right to claim the Tenant or Buyer’s \$1000.00 move-in-move-out deposit without further notice, and \$100 fine per day, if this rule has been broken and until the situation has been fully corrected as per the association discretion”

THE FOLLOWING SIGNATURES BELOW SHOW ALL PARTIES HAVE AGREED.

LANDLORD DATE

TENANT DATE

Villa Bay Vista Condominium Association

2016 Bay Drive Miami Beach, Florida 33141

Illegal, Drug & Alcohol, Nuisance Form

I, _____ (print name)
do hereby agree that during my residency at Villa Bay Vista Condominium Association I will not be involved in any type of illegal, drug or alcohol related situations. I will not be a nuisance to my neighbors and will comply with the Rules and Regulations of Villa Bay Vista Condominium. If I break this agreement, I acknowledge that I will immediately be evicted at my expense by the Association and will lose any deposit given to the Association.

Tenant Signature

Date

Tenant Name

Owner Signature

Date

Owner Name

Unit Number

Villa Bay Vista Condominium Association

2016 Bay Drive, Miami Beach, FL 33141

PET REGISTRATION FORM

(use one form for each pet)

Date: _____ Unit #: _____ Owner Name: _____

Type of Pet (circle one): DOG CAT Other: _____

Pet's Name: _____ Pet's Age: _____ Pet's Weight: _____

Pet's License/Tag Number: _____

Vaccination records on file (Rabies/ FELV, FVRCP, FIV, etc.) Date: _____

Breed (Be specific – give complete description, color, etc.): _____

Please attach photo of pet here

I understand and I'm aware of the Villa Bay Vista Condominium Rules, Regulations and Restrictions regarding pets on property and agree to abide by them.

Unit-_____ Pet Owner's Signature _____ Date: _____

Please note: Miami-Dade residents are required to obtain and renew rabies vaccinations every year for their pets. Also, yearly county's dog registration is mandatory, while registration for cats is optional.

It is the responsibility of the owner to keep these records updated and provide a copy to the board/management, of their pet's tag license renewals for the current and subsequent years while residing on the property. Please provide death documentation when applicable.

The owner is liable for any damages caused to the common areas and to any person in the common areas of the building.

The owner is responsible for cleaning-up after pet inside and around property.

Villa Bay Vista Condominium Association

2016 Bay Drive, Miami Beach, Florida 33141

LEASE ADDENDUM FORM

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(B) Notwithstanding anything to the contrary set forth in any lease agreement or understanding between TENANT and OWNER, any and all maintenance fees or assessments owed and/or payable to the ASSOCIATION and attributable to the above mentioned unit will be promptly and directly paid by TENANT upon demand from the ASSOCIATION or its designee, in the event of OWNER's default, and TENANT may set-off such amount(s) paid to the ASSOCIATION from any amount owed or payable to OWNER under any lease agreement for the above referenced unit or otherwise.

ACCEPTED AND AGREED TO BY:

_____ Owner Name (print)	_____ Owner Signature	_____ Date
_____ Owner Witness (print)	_____ Owner Witness Signature	_____ Date
_____ Tenant Name (print)	_____ Tenant Signature	_____ Date
_____ Owner Witness (print)	_____ Owner Witness Signature	_____ Date

Villa Bay Vista Condominium Association

2016 Bay Drive, Miami Beach, FL 33141

Owner Contact Information Form

Unit # _____

(1) Owner Name: _____
(Print Name)

Email: _____

Cellular: _____ Work: _____

Home Phone: _____

(2) Owner Name: _____
(Print Name)

Email: _____

Cellular: _____ Work: _____

Home Phone: _____

Current Address: _____
(Street Address)

Current Address: _____
(City, State, Zip)

Emergency Contact Instructions: _____

Additional
Comments: _____

Date: _____