la Via
Condominium



Sales or Lease Application

9635 NW 1ST Court Pembroke
Pines, FL 33024
Phone: 954.441.9800
Email: atorres@kwpmc.com

IMPORTANT INSTRUCTIONS

******* The screening process may take as long as 30 business days, please review application in its entirety and assist your clients with the application process, please be mindful of the processing time and plan accordingly. Applications submitted with incomplete information will not be processed until completed. *******

APPLICATIONS ARE ONLY RECEIVED ON TUESDAYS BETWEEN 10 AM AND 12 PM AND ON THURSDAY BETWEEN 3 PM AND 5 PM. THE SAME SCHEDULE APPLIES FOR THE PICKUP OF APPROVALS.

1. Please include the following with this application to start the screening process:

- Screening fee of $150 for each adult (18+) that will reside in the unit (except if it is a married couple) **(All payments must be made out to La Via Condominium Association in the form of Money Order or Cashier Checks, Cash or personal checks will not be accepted. All Money Orders or Cashier Checks should be separate depending on fee being paid and must be completely filled out and list unit number and fee being paid example, application, deposit or pet fee.)**
- Legible copy of this application with original signatures, copies will not be accepted.
- A completed Florida Uniform Lease or Sales Agreement executed by both parties.
- Copy of identification for each adult that is applying to reside in unit.
- Fully executed background check consent form with original signatures.
- Applicants and Co-Applicants must provide the three most recent employment pay stubs.

2. After the above-listed documents have been submitted the Association will run a background check.

3. Applications that are incomplete or not properly filled out will not be accepted

4. <u>Upon Review and in order to move in</u> and/or obtain an acceptance letter you will need to:

- Submit a $250 security deposit held by the association, refundable upon new tenant or owner selling or moving out of La Via Condominium. (Must request this refund 30 days prior to moving out.) **Note: Owners and Tenants security deposits are kept separate; owners must have a deposit, and tenants must have a deposit on the account, therefore there must be a total of $500.00 in deposit.**

- **(All payments must be made out to La Via Condominium Association in the form of Money Order or Cashier Checks, Cash or personal checks will not be accepted. All Money Orders or Cashier Checks should be separate depending on fee being paid and must be completely filled out and list unit number and fee being paid example, application, deposit or pet fee)**

- ❖ **ACTIVE SERVICE MEMBER PLEASE INDICATE IN THE BOX YES [ ]**

4. MUST CIRCLE ONE: SALES or LEASE APPLICATON

UNIT ADDRESS: _____ UNIT NUMBER: _____

OWNER NAME: _____ OWNER'S NUMBER: _____

OWNER'S EMAIL ADDRES: _____

1. How many occupants will be 18 or OLDER:	
2. How many occupants will be 18 or YOUNGER	
3. How many cars will you be parking at the property:	
4. How many pets:	
5. Sale Price or Monthly Lease Amount:	
6. Expected Closing / Moving Date:	
7. If leasing unit, who will pay for Water & Sewer?	**CIRCLE ONE** OWNER or TENANT
8. If leasing the unit, what is the length of lease?	

- **Realtors will be contacted with application results.**
- **Please provide REALTORS information below <u>and attach Realtors Business Cards.</u>**

Realtor Name and Company	Realtor Phone	Realtor E-Mail Address

APPLICANT Name:	**CO-APPLICANT Name:**
Middle Name or Initial:	Middle Name or Initial:
Last Name:	Last Name:
Social Security Number:	Social Security Number:
Date of Birth:	Date of Birth:
Citizenship:	Citizenship:
Passport Number:	Passport Number:
E-Mail:	E-Mail:
Work Phone Number:	Work Phone Number:
Home Phone Number:	Home Phone Number:
Cell Phone Number:	Cell Phone Number:
Other Number:	Other Number:
Driver License Number:	Driver License Number:
Driver License Issuing State or Country:	Driver License Issuing State or Country:
➢ Have you ever been sued?.....Yes[ ] or No [ ] ➢ Have you ever been arrested?.....Yes[ ] or No [ ] ➢ Have you ever been convicted?.....Yes[ ] or No [ ] ➢ Have you ever broken a lease?.....Yes[ ] or No [ ] ➢ Have you ever been evicted?.....Yes[ ] or No [ ] ➢ Are you pending litigation?.....Yes[ ] or No [ ] **If Yes to any of the above please provide information:**	➢ Have you ever been sued?.....Yes[ ] or No [ ] ➢ Have you ever been arrested?.....Yes[ ] or No [ ] ➢ Have you ever been convicted?.....Yes[ ] or No [ ] ➢ Have you ever broken a lease?.....Yes[ ] or No [ ] ➢ Have you ever been evicted?.....Yes[ ] or No [ ] ➢ Are you pending litigation?.....Yes[ ] or No [ ] **If Yes to any of the above please provide information:**

(If you have more than two Adult Applicants, please make copies of page 4 and enter their information there and attach to Application.)

APPLICANT Current Address:	**CO - APPLICANT** Current Address:
(Please circle one) Do you currently OWN or LEASE	(Please circle one) Do you currently OWN or LEASE

Occupants under 18 that will reside in the unit:

First Name:	Last Name:	Date of Birth / /
First Name:	Last Name:	Date of Birth / /
First Name:	Last Name:	Date of Birth / /

Vehicles (1):

Make:	Model:	Color:	Year:
Tag Number:		State where Tag is Registered in:	

Vehicles (2):

Make:	Model:	Color:	Year:
Tag Number:		State where Tag is Registered in:	

Vehicles (3):

Make:	Model:	Color:	Year:
Tag Number:		State where Tag is Registered in:	

Employment Applicant: Please Provide 3 Most Recent Paystubs

Employer Name:		How Long
Address:	City:	State / Zip:
Occupation / Position:	Supervisor Name:	
Telephone:	Salary including commissions:	

Employer Name:		How Long
Address:	City:	State / Zip:
Occupation / Position:	Supervisor Name:	
Telephone:	Salary including commissions:	

Employment Co-Applicant: Please Provide 3 Most Recent Paystubs

Employer Name:		How Long
Address:	City:	State / Zip:
Occupation / Position:	Supervisor Name:	
Telephone:	Salary including commissions:	

Employer Name:		How Long
Address:	City:	State / Zip:
Occupation / Position:	Supervisor Name:	
Telephone:	Salary including commissions:	

5. PETS

No more than two pets, if two pets they must not exceed 50 pounds combined, please attach pictures of Pet(s). **A $150.00 Non-Refundable Pet Fee will apply for each pet residing in the community. (All payments must be made out to La Via Condominium Association in the form of Money Order or Cashier Checks, Cash or personal checks will not be accepted. All Money Orders or Cashier Checks should separate depending on fee being paid and must be completely filled out and list unit number and fee being paid example, application, deposit or move in-move out fee.)**

Name	Year Born	Sex	Weight	Breed or Type	Spayed/Neutered?

LEASE ATTACH PICTURE OF PET

Name	Year Born	Sex	Weight	Breed or Type	Spayed/Neutered?

LEASE ATTACH PICTURE OF PET

6. Personal References

Name:	Relationship:	Years Known:	Phone Number:

Emergencies

If there is an emergency (leaks, medical, etc.) and we cannot contact you or you are unconscious, who do we call?

Name:	Relationship	Phone:

Other Important Facts Prior to Closing the Deal that you must know and further discuss with your agent (Realtor.)

- Occupancy prior to final approval is prohibited. Any owner who moves a tenant into a unit without the Association approval will be subject to an immediate legal action.

- Any future person who will reside full time at the Unit must do a background check with the association.

- All maintenance assessment due to the association and water charges must be paid in full prior to the application process.

- Keys – All keys (unit door keys, mailbox keys, common area keys and gate cards) should be given to Tenant from the seller / landlord. Replaceable access cards, parking permits and access to amenities will be issued only to residents who were approved by the association.

- **Move in/out, deliveries and Working Hours – Moves and deliveries require scheduling regardless of duration, must first be reserved with the Management Office. The allowed days and time are Monday to Friday, 9:00am to 4:30pm. Anything outside of those hours or not scheduled that manage to pass security, that owner or tenant will lose their security deposit.**

- **Construction/Remodeling of units requires prior written approval from the Association. The association will require evidence of city permits, name and address of contractor(s) and proof of insurance prior to approving work. You may pick up an application from the Management Office.**

- When cleaning your balcony or watering plants on your balcony (2nd and 3rd Floor Units), please see that water does not run off the balcony causing difficulties for your neighbors below you.

- Garbage can't be left in front of the unit. Please deposit them inside any of the dumpsters in any of the corners of Condominium complex.

- Please contact Envera Systems (1-877-936-8372) or online thru MyEnvera.com prior to the arrival of guests (or permanent guests such as maids, contractors, etc.). A Guest is a person who will reside at La Via for no more than two weeks.

- Nothing can be stored in front of the unit.

- **No Storage containers on the balconies. Only furniture is allowed on the balconies. No BBQ Grills allowed.**

- For owners, Association Dues are due on the 1st of the month, late by the 10th. Late fees are $25 plus a 1.25% charge on the open balance on the account.
  Please Note: Payments are accepted at the Management Office until the 5th of the month.

- The association is responsible for the exterior of the unit. The interior of the unit is the responsibility of the owner.

Water and Sewer is not included in the Monthly Maintenance Fees. The water and sewer are the responsibility of the unit owners or renter and should be set up by contacting Commercial Water & Energy Co. 305-436-6050. <u>For renters it would be set up by MANAGEMENT once you receive the approval from the association.</u>

- Satellite Dishes are allowed, see management for details.

- Should another resident park in your space or make it a habit of parking in your parking space, carport or front of your garage, only the unit owner or tenant of the unit has the power to call the tow truck and tow a vehicle without notice.

- It is the current owner's responsibility to provide you with copies of the Condominium Documents. Hard copies can be obtained in the management office for $50.00.

Pool & Jacuzzi Spa Rules

- Open from Sun Rise to Sun Set.
- The pool is not heated, and it can hold up to 40 people.
- The Spa temperature is set to 103F, and it can hold up to 6 people
- Pregnant women, small children, people with health problems and people using alcohol, narcotic or other that cause drowsiness should not use the spa without first consulting a doctor.
- The Pool, the Spa, the deck opens at sunrise and closes at sundown.
- Guest must be accompanied by a Resident
- No Glass or Food in the Pool Area.
- No Smoking. o No Loud Music.
- No Rollerblades, Skateboards or Bicycles.
- Children are not permitted without an adult.

- Please shower before entering the pool.
- No Diving.
- Must wear appropriate swim attire.
- No Animals in pool or on pool deck.

Tennis Court Rules

- Open from 6:00am to 10:00pm.
- Guest must be accompanied by a Resident
- No food or glass containers in the court area.
- No pets allowed in court area
- No rollerblades, skateboards or bicycles.

The Gym and Aerobics Room

- Open from 5:00am to 10:00pm
- Anyone under eighteen (18) must be accompanied by a parent or legal guardian.
- No food or beverages allowed in the fitness area.
- No glass in the fitness center.
- Use equipment at your own risk.

Billiard Room Rules

- Open from 9:00am to 10:00pm
- Anyone under sixteen (16) must be accompanied by a parent or legal guardian
- Guest must be accompanied by a Resident.
- No food or beverages allowed.
- No glass in the Billiard Room.

Parking Rules & Regulations

- The assignment of parking spaces, garage or carport provided for the exclusive use of each condominium unit. All vehicles parked in assigned parking spaces are subject to all parking rules. Owners and residents shall not store personal property in their assigned parking space. A Resident Parking decal will be issued to registered vehicles with an assigned space and decal must be visibly adhered to the front windshield with the self-adhesive. (No tape or plastic holder allowed)

The following vehicles shall be subject to immediate removal without notification at any time of the day, including weekends and holidays:

- Any unauthorized vehicle parked in a designated parking space.
- Any vehicle parked in such a manner as to obstruct ingress or egress into or out of a space, parked in a posted fire lane or within fifteen (15) feet of a fire hydrant or in a designated fire lane, Fire lanes/fire hydrants Immediate Tow Same
- Any vehicle that occupies more than one (1) parking space.
- Any vehicle double parked.
- Any vehicle parked on a grassy area or sidewalk, impeding access to sidewalk ramps, Grass Immediate Tow
- No parking zone Immediate Tow.
- Streets Immediate Tow.

- Handicap Space without Handicap permit Immediate Tow.
- Mail area Immediate Tow.
- Blocking the sidewalks Immediate Tow.
- No Tag/Expired Tag Immediate Tow.
- Resident/Tenant Parked with assigned decal on the Visitor's Parking spaces Immediate Tow.
- Car Repairs on parking spaces 24hrs Notice Immediate Tow.
- Commercial Vehicles 24hrs Notice Immediate Tow.
- Damaged cars or not able to move within 24hrs Notice Immediate Tow.
- Recreational Vehicles, boats and/or trailers, campers 24hrs Notice Immediate Tow.
- Parking on Private driveways Immediate Tow.
- Blocking private mailboxes Immediate Tow.
- Large trucks/Vans 24hrs Notice Immediate Tow.

Authorization and Agreement

You are hereby authorized to release any and all information requested with regards to verification of my bank account(s), credit history, residential history, criminal record history, employment verification and character references to Brown Background Checks, Inc.. This information is to be used for my / our credit report for my / our application of occupancy.

I / We hereby waive any privileges I / We may have with respect to the said information in reference to its release to the aforesaid party. Information obtained for this report is to be released to Brown's Background Checks, Property Manager, Board of Directors and The Landlord of their exclusive use only.

Please notify your landlord(s), Employer(s), and Character References that they maybe be contacted to obtain a reference pursuant to your application.

I / We further state the Authorization Form were signed by me / us and was not originated with fraudulent intent by me /

us or any other person that the signature(s) below are my / our own proper signature. I / We certify under penalty of perjury that the foregoing is true and correct.

If you or the co-applicant have falsified, deliberately mislead or omitted to mention any information on your application, you may not be approved for a purchase, lease and or occupancy.
I/We hereby Acknowledge that I/we have received a copy of the La Via Condominium Docs and/or Rules and Regulations

and that we will abide by them and all that is listed in this application.

Date_____

Applicant – Print Name_____ Applicant Signature_____

Date_____

Co-Applicant – Print Name_____**Co-Applicant** Signature_____

THE NEXT THREE PAGES ARE FOR RENTAL PROCESS ONLY

LA VIA CONDOMINIUM ASSOCIATION, INC.

ADDENDUM TO LEASE AGREEMENT

THIS ADDENDUM made this day of , is attached to and forms an integral part of the lease to which it is attached, dated (hereinafter referred to as "Lease") between ("Unit Owner") and
(hereinafter "Lessee") for Unit within LA VIA CONDOMINIUM, with said property address of Unit being:

_____

_____

IN THE EVENT THAT THIS ADDENDUM CONFLICTS WITH VARIES OR MODIFIES THE TERMS AND PROVISIONS OF THE ORIGINAL LEASE, THIS ADDENDUM WILL BE ENFORCEABLE AND OVERRIDE ANY CONFLICTING PROVISIONS IN THE ORIGINAL LEASE. THIS ADDENDUM HEREBY BINDS THE UNIT OWNER AND TENANT AND IS DEEMED FULLY ENFORCEABLE UPON EXECUTION.

WHEREAS is the record title owner (Owner) of Unit # _____, and as such wishes to lease said Unit to , as
LESSEE; and

PURSUANT TO LA VIA DECLARATION OF CONDOMINIUM, as recorded in Official Records Book 41117 Page 1107 of the Public Records of Broward County, Florida, all Unit owners shall be required to provide a uniform lease agreement, which is hereby deemed to include this lease addendum, to the La Via Condominium Association, Inc. prior to leasing of any unit within La Via Condominium.

THE APPROVAL of the herein described LEASE for UNIT at La Via Condominium is contingent on the execution of this lease addendum. Failure to execute this document will result in any Lease for Unit # at La Via Condominium being deemed IMMEDIATELY VOID.

IN CONSIDERATION, for the approval of the Lease for Unit # at La Via Condominium and other good and valuable consideration, the receipt and adequacy of which the parties hereby acknowledge the parties agree hereby agrees to the following:

Initials_____/_____

1) Unit Owner hereby agrees that if Unit Owner fails to pay the required monthly assessments, monthly reserves, late fees (if incurred), interest (if incurred), and any attorney's fees and costs which may accrue, the Association will send written notification to Lessee to make all rental payments due to the Association directly. Upon default in the payments of the Assessments, Lessee will be required to pay the Association the amount of such delinquent assessments, including late fees, interest and costs of collections and attorney's fees (if any), and shall be entitled to deduct such sums paid to the Association from future rental payments due to Unit Owner. 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 future rental payment until all delinquent sums have been paid in full.

2) In the event that Lessee fails to comply with the provisions stated herein, and fails to make payments for the delinquent assessments, and all costs and fess incidental to same, the Lessee shall be deemed in default of the Lease and shall be subject to all fines and penalties, including but not limited to: eviction, pursuant to provisions found within Florida Statute Chapter 83, Part II.

3) 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.

4) Lessee agrees to abide by this Addendum, and Applicable laws, ordinances, and regulations. If Lessee fails to comply with any provisions of this Addendum, Unit Owner shall immediately commence an action to evict the Lessee. If Unit Owner fails to immediately commence an eviction action against Lessee, Unit Owner hereby authorizes the Association as the Unit Owner agent and attorney in fact, to commence such proceeding. In the event that the Association is forced to file an eviction action due to Unit Owner's lack of action, the Unit Owner shall be liable for all costs and attorney's fees incurred as a result of such eviction action. Nothing contained herein shall be deemed to obligate the Association to commence eviction proceedings against Lessee or to preclude the Association from pursuing any other available legal remedies under law.

5) Lessee and Unit Owner hereby agree that they shall be held jointly and severally liable for any acts or omissions by the Lessee. Furthermore, Lessee hereby acknowledges that failure to abide by all provisions of this addendum may result in the loss of any funds which may have been provided to the association at the execution of the lease, in the event that an eviction action is pursued.

Initials_____/_____

FAILURE TO FULLY COMPLY WITH THE PROVISIONS OF THIS ADDENDUM WILL RESULT IN LEGAL ACTION AGAISNT UNIT OWNER/LESSOR and LESSEE.

UNIT OWNER AND LESSEE HEREBY ACKNOWLEDGE THAT THE APPROVAL OF THE LEASE FOR UNIT IS CONTINGENT ON THE EXECUTION OF THIS ADDENDUM.

FAILURE TO PROPERLY EXECUTE THIS DOCUMENT, IN ACCORDANCE WITH FLORIDA LAW, WILL RESULT IN THE WITHDRAWAL OF ANY PREVIOUS APPROVAL OF THE LEASE, AND SHALL DEEM THE LEASE VOID

IN WITNESS WHEREOF the undersigned have executed this Addendum as of the date and year stated herein.

By: _____ By: UNIT OWNER #1

_____ TENANT # 1

By: _____ By: UNIT OWNER #2

_____ TENANT # 2

By: _____
By: Acting as
On behalf of La Via Condominium Association Inc.

Initials_____/_____

BROWN'S BACKGROUND CHECKS
CONSENT TO OBTAIN CONSUMER REPORT ON SUBSCRIBER
La Via 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.

Co-Applicants Name _____ Date of Birth _____ Social Security Number _____

Alias/Previous Name(s) _____

Current Physical Address _____ City & State _____ Zip code _____

CJ **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 _____