

1925 Madison Condominium Association Inc.

Instructions for Lease OR Purchase Application

Fees required

<u>Lease</u>	<u>Purchase</u>
\$150 non-refundable application fee per applicant Fee payable to: GRS Community Management	\$150 non-refundable application fee per applicant Fee payable to: GRS GRS Community Management
Money order or cashier's check is the only form of payment accepted.	

Documents required, filled out and signed

<u>Lease</u>	<u>Purchase</u>
<ul style="list-style-type: none"> • Application to the Association (*) • Lease fully executed copy • Association Lease Addendum • Rules and Regulations (*) • Driver's License(s) photo ID copy 	<ul style="list-style-type: none"> • Application to the Association (*) • Sale Agreement fully executed copy • Rules and Regulations (*) • Driver's License(s) photo ID copy • Request an estoppel at www.grsmgt.com
(*) Forms provided in package	

Other information

- Owners are to insure that their tenants/buyers are provided the governing Rules and Regulations
- Owners must have any open violation(s) closed and account paid current by the time of approval.

***** Applications will NOT be accepted without the required fees. *****

***** INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED*****

You can submit the entire package to: 1925 Madison Condominium Association Inc.
C/o GRS Community Management
3900 Woodlake Blvd Suite 309
Lake Worth FL 33463

Please direct all inquiries regarding this application to: applications@grsmgt.com

Sincerely,
Application Processing Department

AUTHORIZATION FILE DISCLOSURE

APPLICANT/TENANT CONSENT

I hereby consent to allow Verify Screening Solutions, Inc., through its designated agent/employee, to obtain and verify my consumer reports, including but not limited to, my credit report, criminal information, and eviction information for the purpose of determining my eligibility to lease/purchase an apartment. I further understand if I lease/purchase an apartment, I consent to allow Verify Screening Solution, Inc. and it's designated agent/employee, for the duration of my lease, to review the following list of information to assess risk, for analytics, for process improvement, and other uses: my consumer reports, including but not limited to my credit report, criminal information, eviction information, my rental payment history, and occupancy history, and other information. The facts set forth in my application for residency are true and complete. False, fraudulent or misleading information on an application may be grounds for denial of residency or subsequent eviction.

Signature

Date

Printed Name

Date of Birth

Social Security Number

Driver's License Number

State

2nd Applicant's Signature

Date

Printed Name

Date of Birth

Social Security Number

Driver's License Number

State

ADDITIONAL OCCUPANTS OVER 18, AUTHORIZATION FORM IS REQUIRED

LEASE ADDENDUM

THIS LEASE ADDENDUM is entered into this _____ day of _____, 20____, by and between _____, as Owner, (hereinafter referred to as "Lessor") of the real property described as: Unit No. _____ of 1925 Madison Condominium (hereinafter referred to as the "Unit") located within, and subject to the jurisdiction of 1925 Madison Condominium Association, Inc. (hereinafter referred to as the "Association", and _____ (hereinafter referred to as "Lessee"), which supplements and modifies that certain Lease Agreement dated _____ by and between Lessor and Lessee for the leasing of said Unit. The parties hereby agree as follows:

1. RULES AND REGULATIONS. Lessee, and his/her guests, invitees, licensees and servants, agree to take subject to, assume and abide by the Declaration of Condominium of Residences at 1925 Madison, a Condominium, and the Association's Articles of Incorporation, By-Laws, Rules and Regulations, and all exhibits and amendments thereto of the 1925 Madison Condominium Association, Inc. (hereinafter collectively referred to as the "Association Documents"), and by execution of this Lease Addendum, Lessee acknowledges that Lessee has received copies of the foregoing Association Documents. Lessee understands that Lessee takes subject to same and agrees to abide by all provisions of the Association Documents, as same may be amended from time to time, and that the breach by Lessee (or Lessee's guests, invitees, licensees and servants) of any such rule or regulation, or of any of the terms, conditions and covenants of the Declaration of Condominium, or the exhibits thereto, shall constitute a breach of a substantial obligation under the Lease. Failure of Lessee to abide by said Association Documents shall entitle the Association to all the rights of Lessor to terminate the Lease and evict Lessee. The Board of Directors of the Association shall have the power, but shall not in any manner be obligated, to terminate the Lease and/or to bring summary proceedings to evict Lessee, in the name of Lessor and/or itself, in the event of (i) a default by Lessee in the performance of Lessee's obligations under the Lease, or (ii) a foreclosure of a lien placed on the Unit by the Association in accordance with the Declaration of Condominium. In the event the Association brings any action, proceeding or litigation to terminate the Lease and/or to evict Lessee, the Association shall recover from Lessor and/or Lessee all costs and reasonable attorney's fees incurred therefor.

2. USE AND OCCUPANCY. The Unit shall be used solely as a private residence for Lessee, and the following individuals, as listed below:

(List each occupant stating name, age and relationship to Lessee)

The Unit shall not be occupied by more than _____ persons. In addition, Lessee hereby specifically agrees to abide by any and all rules, regulations, covenants and restrictions contained in the Association Documents pertaining to guests within the Unit and/or upon Association property, as same may be amended from time to time. Lessee agrees not to use the Unit, or permit the Unit or any portion of the Association Property to be used, for any illegal, immoral, improper, offensive, hazardous or unlawful purpose. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed by Lessee. Lessee further agrees not to make, nor permit to be made, any disturbance, noise or annoyance of any kind which is detrimental to the Unit or any portion of the Association Property, or to the comfort of any of the other inhabitants of the Association.

3. ASSIGNMENT AND SUBLETTING. Lessee shall not assign nor sublet the Unit or any part thereof, nor shall the Lease Agreement be assigned by Lessee, without the prior written approval of the Lessor and the Association.

4. RIGHT TO RENT. In the event Lessor is delinquent in Lessor's obligation to pay to the Association any "common expenses" as defined in the Association Documents, the Association shall have the right, but not the obligation, to require Lessee to pay said rental installments, or the portion thereof, sufficient to pay said delinquent common expenses, directly to the Association, upon the Association giving written notice of the exercise of such right to Lessee and Lessor. This right of the Association is cumulative and in addition to any and all other rights or remedies the Association may have against Lessee or Lessor.

5. COMMON AREA SECURITY DEPOSIT. The parties acknowledge that the Association may impose, as to the lease of any unit in the Association, and specifically, as to the Lease of the subject Unit,

a security deposit in the amount of \$ _____, which shall be collected at the time of execution of the Lease. Said security deposit will be held by the Association in an account bearing no interest to the Lessor or Lessee, and will be used to offset the cost of any damage to Association property caused by Lessee, his/her family, licensees, invitees and guests.

6. **RIGHT OF ENTRY.** The Association, its employees or their agents shall have the right to enter the Unit at all reasonable hours to examine the Unit, to make all repairs deemed necessary for the safety of the other residents of the Association or the preservation of the Association property (or any portion thereof), or to do whatever is deemed necessary to assure orderly use and proper maintenance of the Unit or any portion of the Association property.

7. **SUBORDINATION.** The Lease is hereby expressly made subject and subordinate to all Association assessments, ground or underlying leases, mortgages, building loan agreements and all advances which may now or hereafter affect or become a lien upon the Association real property, and to any renewals, modifications, consolidations, replacements or extensions thereof.

8. **INDEMNIFICATION.** Lessee agrees to indemnify and hold harmless the Association from and against any claims for damages to person or property arising from Lessee's use of the Unit, or from any activity or work permitted or suffered by Lessee in or about the Unit. The Association shall not be liable for personal injury, or damages to Lessee's personal property from theft, vandalism, fire, water, rain storms, smoke, explosions, riots or other causes whatsoever. The provisions of this paragraph shall survive the termination of the Lease.

9. **MODIFICATION OF LEASE.** The Lease may not be modified, amended, extended, or assigned without the prior written consent of the Board of Directors of the Association.

10. Nothing contained in the Lease, this Lease Addendum, or the Association Documents, shall in any manner (i) be deemed to make the Association a party to the Lease or this Lease Addendum (except to the extent, if any, necessary to enable the Association to enforce its rights hereunder or under the Association Documents, or (ii) create any rights or privileges of Lessee under the Association Documents or in or as to the Association.

11. All other terms, conditions and provisions of the Lease Agreement shall remain in full force and effect, except as modified herein.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this _____ day of _____, 20____.

Signed, sealed and delivered in the presence of:

1st Witness signature

Landlord signature , Lessor

please print

2nd Witness signature

Landlord signature , Lessor

please print

1st Witness signature

Renter signature , Lessee

please print

2nd Witness signature

Renter signature , Lessee

1925 Madison Condominium Association, Inc.
Rules and Regulations

1. The sidewalks, entrances, passages, lobbies and hallways and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property or Common Elements; nor shall any carts, bicycles, carriages, chairs, tables, planters or any other objects be stored therein, except in areas (if any) designated for such purposes.

2. The personal property of Unit Owners and occupants must be stored in their respective Units.

3. No linens, cloths, clothing, bathing suits or swimwear, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, balconies, terraces or other portions of the Condominium or Association Property.

4. No Unit Owner or occupant shall permit anything to fall from a window or door of the Condominium or Association Property, nor sweep or throw from the Condominium or Association Property any direct or other substance onto any of the balconies or elsewhere in the Building or upon the Common Elements.

5. No garbage, refuse, trash or rubbish shall be deposited except in the dumpster. No trash is to be left on the floor. The requirements from time to time of the company or agency providing trash removal services for disposal or collection shall be complied with. All garbage should be bagged prior to disposal in the dumpster. Please keep the gate to the dumpster closed when not depositing trash.

Bulk items (i.e. furniture, mattresses and the like) should not be deposited into the dumpster. In the event disposal of a large item is required please contact the City of Hollywood or another private disposal company to arrange for a bulk pickup.

6. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Elements.

7. A Unit Owner or occupant shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Building. Curtains and drapes (or linings thereof) which face the exterior windows or glass doors of Units shall be white or off-white in color, or otherwise shall require the prior written approval of the Board, failing which, they shall be removed and replaced with acceptable items. Notwithstanding anything herein or in any of the Condominium documents to the contrary, any Unit Owner may display one (1) portable, removable United States flag in a respectful way, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day any Unit Owner may display in a respectful way portable, removable official flags, not larger than 4.5 feet by 6 feet that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

8. No Unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass, unless approved, in advance by the Board of Directors in writing. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.

9. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. Loud noises will not be tolerated.

10. Pets. All pets must be approved by and properly registered with the Association by completing the pet registration form. All pets must be properly licensed and vaccinated in accordance with County requirements and the Association may require proof of same. Each Unit Owner may maintain one household pet in his Unit to be limited to a domesticated dog or cat weighing no more than fifteen (15) pounds. No pets may be left unattended anywhere within the Common Elements of the Condominium. Further, no pets, including cats, may be within the Common Elements of the Condominium, unless they are kept on a leash, which is a maximum of six (6) feet long. Pets shall only be walked in the area designated by the Board of Directors or otherwise must be taken off the Association property to do their business or for exercise. No guest, lessee or invitee shall bring any animal whatsoever upon the Condominium Property. No one other than a Unit Owner is permitted to keep a pet in their unit.

13. Leasing and Sales. All leasing and Sales of Units is subject to the prior written approval of the Association in its sole discretion. All leases must be for a minimum of six (6) months. All approvals for leasing and sales are subject to the procedures set forth in Sections 17.8 and 18.1 of the Declaration of Condominium, and are further subject to any reasonable rules and procedures adopted by the Board of Directors.

14. Unit Access. All owners and tenants are required to supply the Association with a key to their unit. In the event the Association is not supplied with a key and has to access the unit for an emergency or other permissible purpose as set forth in the Declaration or Florida Condominium Act, the unit owner and/or tenant will be held liable for the cost to gain access to the unit.

15. Leaks. If a Unit Owner or Tenant becomes aware of a leak or failure in a common element for which they believe the Association is responsible, the Unit Owner and/or tenant are under a duty to promptly notify the Association of same. A Unit Owner or Tenant's failure to promptly report any such damage to the Association's property manager could result in liability to the Unit Owner and Tenant for their negligence.

16. Vehicular Parking. Each one bedroom condominium is entitled to the exclusive use of one (1) parking space and each two bedroom unit is entitled to the exclusive use of two (2) parking spaces. Each owner and tenant must display a decal in their car or are subject to towing. No person, firm or corporation shall park or cause to be parked any vehicle on any portion of the Property other than in the specifically designated parking areas located on the Property. The foregoing, however, shall not: (i) prohibit routine deliveries by tradesmen, or the use of trucks or commercial vans in making service calls and short term visits; or (ii) apply to a situation where a vehicle becomes disabled and, as a result of an emergency, is required to be parked within the Association until it can be towed away.

Owners and/or tenants must utilize their designated parking space(s) and must not use the guest parking spaces or the space assigned to another unit owner. All owners and/or tenants must register their automobile with the Association and obtain a parking decal. Cars improperly parked or not registered will be towed by the Association at the vehicle owner's expense.

Use of guest parking spaces are limited to guests and are not to be used in excess of forty-eight consecutive hours.

No person, firm or corporation shall wash, maintain or repair any vehicle (including, but not limited to, four-wheel passenger automobiles) upon any portion of the Condominium Property. Vehicles which are missing one or more wheels, have one or more deflated tires, are not in an operating condition, or do not have current valid license plate shall not remain upon any portion of the Condominium Property for more than two (2) consecutive days. No Owner or his or her family members, guests, invitees or lessees or their family members, guests, or

invitees shall be permitted to keep any vehicle on the Condominium Property which is deemed to be a nuisance by the Association, said decision to be made in the sole discretion of the Board of Directors.

Violation of any of these parking rules will result in the towing of the vehicle by the Association with the vehicle owner being liable for the cost of same.

17. Laundry Rooms. All owners and occupants should lock the laundry rooms when not in use. Additionally, residents residing upstairs are encouraged to use the upstairs laundry room while residents residing downstairs are encouraged to use the downstairs laundry room.

18. Gates. All gates should remain closed when not in use and the doors to the storage room should be locked at all times.

19. Every Owner and occupant shall comply with these Rules and Regulations as set further herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner or occupant of the infraction or infractions. Included in the notice shall be a date and time of the next Board of Directors meeting at which time the Owner or occupant shall present reasons why penalties should not be imposed. A committee of other Unit Owners shall also be present in addition to the Board of Directors in order for the committee to review the infraction and penalty.

(b) Hearing: The non-compliance shall be presented to the Board of Directors after which the Board of Directors, and a committee of other Unit Owners, shall hear reasons why penalties should not be imposed. A written decision of the Board and committee shall be submitted to the Owner or occupant by not later than twenty-one (21) days after the meeting.

(c) Fines: The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time. Notwithstanding the foregoing, if the committee of Unit owners described above does not agree with the fine, the fine may not be levied.

(d) Violations: Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.

(e) Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.

(f) Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such owner or occupant.

20. 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. 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 therefore and good cause shown in the sole opinion of the Board.

Signature Applicant _____ Date _____

Print applicant name: _____

Signature Co-Applicant _____ Date _____