

23 Biscayne Bay Condominium Association, Inc.

INSTRUCTIONS FOR SALE/RENT APPLICATION

1. Print all information legibly. (If application is not properly completed, processing may be delayed) **Processing time is approximately 7 days.**
2. Once approved all tenants or buyers must be interviewed by the manager.
3. Please provide the following documentation with the application:

One application per each adult

The fee is \$100 per unit, plus \$50 for each adult (18 years old or older) who will reside in the unit. (All Buyer(s) and Tenant(s) MUST BE screened and approved by the Association)

Please write **money order** or **cashier check** out to Metro Consulting & Management, Inc.

Fill out and sign Moving In / Out form. This form must be submitted with a \$ 300.00 refundable check in the name of 23 Biscayne Bay Condominium Association. The association must be in possession of the deposit before moving in/out.

A copy of the sale or rental agreement or purchase contract

A copy of a picture ID for all individuals on the application

Initials on the bottom of the Rules & Regulations (every page)

Note: Pets are not allowed for tenants. Owner of units may have up to two pets with a combined weight of 75 Lbs.

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EMPLOYMENT HISTORY

Present employer _____ Supervisor _____

Address _____ Phone (____) _____

Position _____ Date of employment _____ Gross monthly salary \$ _____

Previous employer _____ Supervisor _____

Address _____ Phone (____) _____

Position _____ Date of employment _____ Gross monthly salary \$ _____

PERSONAL REFERENCES

Name _____ Phone (____) _____ Phone (____) _____

Name _____ Phone (____) _____ Phone (____) _____

Name _____ Phone (____) _____ Phone (____) _____

BANK INFORMATION

Account No _____ Account type _____ Bank Name and Branch _____

Account No _____ Account type _____ Bank Name and Branch _____

Account No _____ Account type _____ Bank Name and Branch _____

CHARACTER REFERENCE

Name _____ Phone No _____ Relation: _____

Name _____ Phone No _____ Relation: _____

VEHICLES

Year _____ Make _____ Tag No _____ State _____ Registered to _____

Year _____ Make _____ Tag No _____ State _____ Registered to _____

Applicant(s) has submitted the sum of \$ _____, which is non-refundable payment for credit check/background check processing and verification of the application. Metro Consulting & Management, Inc. on behalf of 23 Biscayne Bay Condominium Association, Inc. is hereby authorized and given the right to verify by reasonable means all of the information disclosed by the applicant(s) including but not limited to credit check, criminal history, eviction-civil records, landlord verification, and verification of employment; in this application, any additional documents in the application packet, exhibits and/or attachments. Applicant(s) certify that all of the information disclosed to Metro Consulting & Management, Inc. is true and correct. Furthermore, applicant(s) certify it has not knowingly omitted any information from this application, any additional documents in the application packet, exhibits and/or attachments.

Applicant Signature _____ Date _____

Spouse Signature _____ Date _____

Interviewed by _____ Date _____

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MOVE IN/MOVE OUT PROCEDURES

Circle One: Moving In / Moving Out

Date Requesting: _____ Time: _____ to _____

- All move-ins, move-outs, and deliveries must be scheduled in advance with the Management Office. Days and Hours permitted are:

Monday thru Friday from 9:00 AM to 4:30 PM
Saturday only with a written permit from the Board.

- Notice of move-in and move-out must be given at least 5 days prior in order to properly schedule a reservation for the designated service elevator. Other deliveries must be scheduled no less than 3 days in advance.
- Access to the building by contractors, service or trades person(s) is obtained by first scheduling their arrival with Management, providing proof of insurance, licensure, and City Building Department permits (if required)
- Moving vehicles are permitted to park in the designated areas **ONLY** and **MUST NOT** park on or block driveway entrances or obstruct any other parking areas
- All work including cutting, painting, carpeting, etc. must be performed inside the residence or off the premises. Common area foyer, hallways, stairwells, and balconies are not available as a work area.
- No disposal of any construction or building materials is permitted in the common hallways, stairwells, or down the trash chute. Moving or Delivery Companies are responsible for the disposal of boxes and packing materials. Call the Management Office for assistance and instructions with the disposal of boxes and packing materials. Management reserves the right to ask moving or delivery personnel to leave the property and/or deny future access to ensure orderly move-ins, move-outs, and deliveries.

I/We understand and are aware of the Associations Move In/ Move Out Procedures and agree to abide by them.

Signed this _____ day of _____, 20_____

Name Printed: _____ Unit Number: _____

Signature: _____ Telephone #: _____

Office Use Only:

Approved By: _____ Date: _____ Signature: _____

23 Biscayne Bay Condominium Association, Inc.

RULES AND REGULATIONS

I. GENERAL RULES:

1. Owners shall be responsible for compliance by their tenants and guests with all the governing documents of the Association. Owners shall be responsible for any damage to condominium property caused by their tenants and guests.
2. Failure to comply with these Rules and Regulations shall entitle the Association to seek any and all available legal remedies, including suits for damages or injunctive relief, fines that may be imposed by the Board, or any combination of these types of relief, together with expenses, costs and reasonable attorney fees.
3. Unit owners, their guests and invitees agree to use the common elements only in accordance with such reasonable rules and regulations as are promulgated from time to time by the Directors of the Association for the use thereof.
4. For purposes of safety, children of guests shall at all times be supervised by their parents or the unit owner they are visiting.
5. The Association may require all residents to have picture identification and all Owners to provide the Association with one set of keys to their unit(s) for use in case of emergency. All children under 16 years of age must be accompanied by a responsible adult when entering and/or utilizing the recreational and other commonly used facilities.
6. The services provided by the cleaning personnel are for the use and benefit of the Association and only for Association purposes. No resident shall use the cleaning personnel to provide any services to such resident, his Unit or to the personal property of any Owner, tenant, or other occupant of any unit.

II. AUTOMOBILES AND PARKING

7. Vehicles belonging to residents shall park only in their own assigned parking space.
8. No mechanical work or other repairs shall be performed on a vehicle in a parking space except to change a flat tire so that the vehicle can be moved to make further repairs. In order to preserve and protect the condominium property, no automobile fluids shall be changed or added to a vehicle while located on condominium property.
9. Vehicles that are not operable or are derelict or do not possess a current registration may be towed away by the Association at the owner's expense.
10. No vehicle shall be parked anywhere else on the grounds other than in a designated parking space.

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11. No boats, campers, or trailers shall be parked anywhere on the condominium property.

12. The Association shall have the right to tow away any vehicle that violates any of the foregoing rules at the expense of the owner of the vehicle.

III. NOISE:

13. No person shall play televisions, stereos, CDs, radios, musical instruments or other sound-producing devices at an unreasonable volume or create any other unreasonably loud noises so as to disturb other residents or create a nuisance.

14. No loud parties shall be permitted in any common area after 11:00 P.M. on weekdays, or after midnight on weekends.

IV. EXTERIOR APPEARANCE OF THE BUILDING

15. In order to insure a uniform appearance and to preserve the value of the property, no owner shall make any alteration or modification to the common hallways or common area walls, or to the exterior of the building, except that this provision shall not be construed to prohibit a member from displaying one portable, removable United States flag in a respectful way, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

16. Except for the signs of the Developer used to promote the sales of units, no signs of any kind may be installed in windows or otherwise displayed on the property without prior written approval of the Board.

17. No clothing shall be hung out to dry on the railings of the terraces or balconies.

18. Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on ledges of windows. No objects shall be hung from window sills.

19. The terraces and balconies shall not be used as a place of storage. Unit owners shall not allow anything to be thrown or to fall from terraces, balconies, windows or doors, or litter any place on the condominium premises. No sweepings or other substances shall be permitted to escape to the exterior of the building from the terraces, balconies, windows or doors. Residents shall not hang any laundry, garments or other objects which are visible from outside of the Unit, except for draperies, blinds, shades or other suitable window coverings. Decorative window coverings shall not include any type of reflective film on any glass windows or doors. The exterior appearance of all window coverings shall be white in color.

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V. ROOF OF THE BUILDING

20. Except as permitted by the Declaration of Condominium, no unit owner, his family members, tenants, guests or invitees shall be permitted on the roof. Only licensed and insured contractors shall be permitted on the roof with the permission of the Association.

VI. POOL AND POOL DECK

21. The pool shall be open between the hours of 7:00 A.M. and 9:00 P.M.

22. No children under the age of 16 shall be permitted to use the pool unless accompanied by an adult.

23. No glass containers or bottles shall be permitted in or around the pool. Food and beverages may be consumed only in the area designated by the Association.

24. Guests of residents shall not use the pool unless accompanied by the resident.

25. No loud music shall be permitted in the pool area.

26. No pets shall be permitted in the pool area.

27. All PERSONS THAT USE THE POOL ARE WARNED THAT NO LIFEGUARD SHALL BE ON DUTY AND THAT ALL PERSONS USE THE POOL AT THEIR OWN RISK.

28. Pool chairs shall not be removed from the pool deck.

29. No parties may be held on the pool deck or other common elements without written approval of the Association. A security deposit for damage to common element and clean-up may be required by the Association.

30. Shoes and t-shirts must be worn to enter the building.

31. Covered shoes must be worn at all times in the gym.

VII. Rules for Contractors working on the premises.

32. Owners may not do any construction or renovation without prior written notice to the Association at least twenty-four (24) hours in advance. The Association may reasonably restrict the time and manner of construction. Residential owners must provide the Association with a \$500.00 security deposit prior to commencing construction or renovation in case of damage to the common elements. Additionally, while the Developer or Association maintains a construction dumpster on-site, all residential owners constructing or renovating their units shall use said dumpster for construction debris only and may be required to pay to the Association a

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fee for use of the dumpster. No refuse from construction deliveries shall be placed in trash containers on a site not specifically designated for construction materials. The foregoing provisions do not apply to the Developer or its agents.

33. Other than the Developer, Owners must provide a copy of their construction plans and specifications, permits, licenses and insurance certificates to the Association before commencing the work. Owners must use only properly licensed and insured contractors and submit a copy of each contractor's insurance certificate to the Association prior to commencing work.

34. Construction work on residential units, other than those held by Developer, may be commenced not earlier than 8:00 A.M. on Monday through Friday, and all workers must leave the premises by 5:30 P.M. No work on non-developer-owned residences shall be permitted on Saturdays and Sundays without the prior written consent of the Association except in an emergency.

VIII. Pets.

35. Dogs, cats, birds and tropical fish may be kept in units, provided that no such pet shall be raised for commercial purposes. All other pets are prohibited. No dog shall exceed 50 lbs, but if any unit shall keep 2 dogs therein, the total weight of the 2 dogs shall not exceed 75 lbs.

No more than two pets shall be allowed, excluding tropical fish. The Board may also adopt restrictions against certain breeds of dogs that are considered to be "attack" or dangerous dogs

36. Dogs may not be kept in a Limited Common Element area when the Owner is not in the Unit. No animals of any kinds shall be kept under any circumstances in a unit or allowed upon the Condominium Property, except by prior written consent of the Board of Directors. All pets shall be subject to the reasonable rules and regulations adopted by the Association. The consent of the Association may be withdrawn by the Board at a duly called meeting after written notice to the owner has been given if the Board determines in its sole discretion that the pet has become a nuisance to other Owners or that the owner has consistently violated the rules and regulations regarding pets. If consent is withdrawn by the Board, the Unit Owner shall remove the pet from the Condominium within 30 days. Consent shall automatically terminate upon the death or other disposition of the pet for which consent was granted. Pets are not allowed in the pool, pool deck, gym or any of the amenity areas.

37. Pets shall never be allowed to run freely upon any of the common. When outside of a Unit, pets shall be leashed and in the company of an individual willing and able to fully control the pets. All pets shall be walked only in that part of the Common Element designated by the Board for that purpose, or taken off the premises for relief and exercise. Any Owner maintaining a pet on Condominium property shall be fully responsible for and bear the expense of any damage to persons or property resulting therefrom.

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38. No guest, lessee or invitee shall bring any animal whatsoever upon the Condominium Property. No one other than an Owner of a Residential Unit is permitted to keep any pets on the condominium premises. This Section shall not be construed to authorize nor permit any pet to be kept within any Unit nor upon the Condominium Property which is a nuisance.

39. ASSOCIATION RECORDS

A. Records Defined - The official records available for inspection and copying are those designated by the Florida Condominium Act, as amended from time to time.

B. Persons Entitled to Inspect or Copy - Every unit owner or the unit owner's authorized representative, as designated in writing, (hereinafter collectively referred to as "unit owner") shall have the right to inspect or copy the official records pursuant to the following rules.

C. Inspection and Copying - A unit owner desiring to inspect the Association's records shall submit a written request, written in the English language and sent by certified mail, return receipt requested, to the Property Manager at the mailing address of the manager.

The request must specify the particular record subject to inspection including pertinent dates or time periods and shall state whether the request is for inspection and/or a photocopy. The request must be sufficiently detailed to allow the Association to retrieve the records requested. The Association shall provide the requested Association Records subject to the limitations described herein within five (5) working days after receipt of the written request.

- Inspection or copying of records shall be limited to those records specifically requested in advance, in writing.
- Not more than two (2) requests for inspection or copying shall be permitted in a single calendar month by (or on behalf) of a particular unit, regardless of the number of persons who own the unit; nor shall any owner be entitled to more than 2 such requests in a single calendar month by virtue of owning more than one unit.
- No request for inspection may exceed ten (10) records at any one time. The Association shall not be required to make records available for inspection and/or copying for more than two (2) hours per session. After two hours, the owner or his representative shall be entitled to make one other appointment to continue his inspection, and said date shall be within 10 working days of the date of receipt of the original request, or as soon thereafter as is reasonably possible. Additional time, if any, desired by an owner or his representative shall be allowed in the next calendar month. For copies of Association records, the charge is twenty-five cents (\$.25) per page.
- For material furnished by an owner for copying, the owner shall pay fifty cents (\$.50) per page for regular or legal sized photocopies, payable by personal check upon delivery of

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the copies, however, payment in advance of copying may be required by the Secretary or Manager, in his/her discretion, taking into account such factors as the amount of the copying charge, the payment record of an owner, and other relevant factors. This service is provided solely as a courtesy to the owners and it shall be up to the Manager in his/her sole discretion if the request can be accommodated and the time frame for delivery of the copied materials, depending on the work load of the office staff and other relevant factors.

D. Manner of Inspection - All persons inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the Association office or the office where the records are otherwise inspected or copied.

40. INQUIRIES

A. Form of Inquiry - An owner who wishes to make a written inquiry to the Association must do so in writing and must send the same via certified mail, return receipt requested, to the Property Manager at the Association's management office. Written inquiries sent directly to a Board member shall be considered as an invalid form of request and the

Association shall not be obligated to respond to it.

B. Response Time - The Association shall respond in writing to the owner within thirty (30) days of receipt of the inquiry by either providing a substantive response to the owner, or notifying the owner that a legal opinion has been requested, or notifying the owner that advice has been requested from the Division of Florida Land Sales, Condominiums and Mobile Homes. If the Board requests advice from the Division, the Board shall, within ten (10) days of its receipt of the advice, provide in writing a substantive response to the owner. If a legal opinion is requested, the Association shall, within sixty (60) days after receipt of the inquiry, provide in writing a substantive response to the owner.

C. Frequency - The Association shall only be obligated to respond to one written inquiry per unit in any given thirty (30) day period. In such a case, any additional inquiry shall be responded in the subsequent thirty (30) day period.

41. ACCESS TO UNITS

A working door key and, if applicable, alarm code to each unit must be provided to the Property Manager. Advance notice will be given to residents if non-emergency access is required. If the owner or lessee cannot be present, a written notice will be left by the personnel who entered that explains when and why the unit was entered. Failure to provide a working key will result in entry by a locksmith at the owner's expense.

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42. HURRICANE PREPARATIONS

Residents absent from the Condominium during any portion of the hurricane season beginning June 1 and ending November 30 must designate and register with the Property Manager an individual or firm to care for the unit. All residents whether present or absent during the period, remain responsible for carrying out the following:

A. Balconies and Terraces - Must be cleared of all removable furniture, plants and other objects that could reasonably be expected to become a “missile” during a hurricane.

B. Elevators – May be shut down at the direction of the Board of Directors if an evacuation is ordered.

Costs for any damages to common elements or other units resulting from a resident’s failure to comply with the above will be assessed to the unit owner responsible.

43. MOVING IN & OUT

Moves must be communicated to the Property Manager at least two (2) days in advance in order to prepare elevators and advise security personnel and must be scheduled between 9:00 A.M. and 4:30 P.M. Monday – Friday. A refundable deposit of \$300.00 is required for move-ins and move-outs. The deposit will be returned if there is no damage to common elements and facilities. The Condominium will not be responsible for the disposal of abandoned personal property. Owners and or lessees abandoning such personal property will forfeit the return of the move in/out deposit. Costs incurred by the association over and above the deposit will be billed to the vacating owner or lessee. Owner, lessee, buyer or seller will be held financially responsible for any damage to the common elements or limited common elements that occur during the move.