



Kinetic Property Management, LLC

The Exotic Villas Condominium Association, Inc.

POB: 191041 Miami Beach, FL 33119-1041

Troy@KineticPropertyManagement.Miami

305.707.4604

Application Procedures for Purchase / Lease Requirements

Date: _____ Unit #: _____

The application must be filled out in its entirety, **all information is required**. Do not leave blank spaces, the application will be returned and the process will be delayed. **Please note**, that by submitting this application, applicant(s) authorizes the verification of the information provided, credit, criminal background, employment, and so on.

Screening fees are \$100 for married couples and their minor children under 18 years of age. All single adults over 17 years of age must pay an app fee. App fees for Non-USA citizens may cost up to (\$180). A copy of current IDs are required. * **Application Fees are non refundable***

Occupancy prior to approval is prohibited!

Unit owner(s) will be fined up to \$100 per day, until in compliance & renter may be evicted!

- ___ Please attach a non refundable app fee (Money order or cashier check only) in the amount of \$_____ payable to: **Kinetic Property Management, LLC**
- ___ A security deposit (equivalent to 1 month rent), payable to The Condominium may be required (for common area damage) MUST be submitted with the application. It will ONLY be deposited if the application is approved. (Payment type: money order, cashier check only)
- ___ A copy of the purchase or lease agreement MUST be attached with the application.
- ___ All Leases must be for a minimum of (6) months & (1) day with a max of (2) leases per year. It's the Owner's responsibility to start the lease renewal process, at least 30 days before the lease is to expire and submit a copy to the Association and receive written approval. Failure to do so will result in a \$100 fine per day, until in compliance.
- ___ An interview is required prior to approval by the Condo Board of Directors (BOD).
- ___ Residents are permitted to move into the building between the hours of 9:00am and 6:00pm, Monday through Saturday and Sundays from 10:00am to 6:00pm via the back door and stairs ONLY. No commercial vehicles, boat, trailers, RV's, pick-up trucks, etc., permitted on the Condo premises.
- ___ The completed application must be submitted to the Association office, at least fifteen (15) days prior to desired day of occupancy.
- ___ If you are having work done in your unit, it must be done between the hours of 10am to 5pm Monday through Friday and on Saturdays from 11am to 4pm. NO Sundays or holidays! You may be required to file permits with the City of Miami Beach and use a licensed and insured contractor for the work to be done.
- ___ All maintenance fees must be current at the time of application.
- ___ All boxes are to be crushed, folded and taken to the dumpsters and placed inside the recycling bins. NO bulk trash is permitted. All furniture, appliances, etc. MUST be disposed of by renter or owner and NOT left in the trash room or any common area of the building.

If this is a sale, buyer agrees to provide the Management company with a copy of the closing statement, no later than seven (7) days after closing date, as required by Law.

Applicant: _____ Co-Applicant: _____

Co-Applicant: _____ Co-Applicant: _____



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Contact Information

PLEASE ATTACH ADDITIONAL SHEETS IF NECESSARY AND RETURN TO MANAGEMENT

Date: _____ **Unit #:** _____

Property Information:

Name of Community: _____

Property Street Address: _____

Name of Owner(s) (as shown on Warranty Deed) :

Owner Information:

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Office: _____

Cell Phone: _____

Email: _____

Emergency Contact:

Name: _____ Relationship: _____

Home Phone: _____ Office: _____

Cell Phone: _____

Email: _____

Name: _____ Relationship: _____

Home Phone: _____ Office: _____

Cell Phone: _____

Email: _____

Notes:

Rental Information:

(All individuals residing in the unit, if rented)

Number of individuals occupying unit: _____

Tenant(s) Name: _____

Home Phone: _____ Office: _____

Cell Phone: _____

Email: _____

Tenant(s)

Name: _____

Home Phone: _____ Office: _____

Cell Phone: _____

Email: _____

Emergency Contact:

Name: _____ Relationship: _____

Home Phone: _____ Office: _____

Cell Phone: _____

Email: _____

Name: _____ Relationship: _____

Home Phone: _____ Office: _____

Cell Phone: _____

Email: _____

Name: _____ Relationship: _____

Home Phone: _____ Office: _____

Cell Phone: _____

Email: _____

Notes:



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Application

Date: _____ **Unit #:** _____

Lease or Purchase (circle one) Please print or type

Lease Term: From _____ To _____

Owners Name: _____

Present Address: _____ Tel #: _____

Name of Realtor handling transaction (if any): _____

Tel #: _____ Fax: _____ Email: _____

Name of proposed Lessee:

1: _____ **2:** _____

3: _____ **4:** _____

Phone #: _____ Email: _____

Phone #: _____ Email: _____

Phone #: _____ Email: _____

Phone #: _____ Email: _____

List ALL persons who will occupy said unit (under 18 years of age)

Name: _____ Relationship: _____ Age: ____

Name: _____ Relationship: _____ Age: ____

Name: _____ Relationship: _____ Age: ____

Applicant Name: _____ DOB: _____

Phone: _____ Driver's License # & State: _____

Email: _____

SSN#: _____ Marital Status: _____

Co-applicant name: _____ DOB: _____

Phone: _____ Driver's License # & State: _____

Email: _____

SSN#: _____ Marital Status: _____

Expected Move-in date: _____ Unit to be occupied by: _____ Adults & children _____

Do you have pets: _____ How many: _____ Type & Size of each: _____

If need make copies of this or other pages for more Co-applicants

Residents History (Last four years)

Present address: _____
How long? _____ Own: _____ Rent: _____ Name & address of present Landlord / Mortgage
Company: _____
Phone: _____ Email: _____ Monthly payments: _____

Previous Address: _____
How long? _____ Own: _____ Rent: _____ Name & address of present Landlord / Mortgage
Company: _____
Phone: _____ Email: _____ Monthly payments: _____

Previous Address: _____
How long? _____ Own: _____ Rent: _____ Name & address of present Landlord / Mortgage
Company: _____
Phone: _____ Email: _____ Monthly payments: _____

Previous Address: _____
How long? _____ Own: _____ Rent: _____ Name & address of present Landlord / Mortgage
Company: _____
Phone: _____ Email: _____ Monthly payments: _____

Employment History (Last four years)

Present Employer: _____
Address: _____
Type of business: _____ Position: _____
Salary: _____ Supervisor: _____
How long? _____ Phone #: _____
Email: _____

Previous Employer: _____
Address: _____
Type of business: _____ Position: _____
Salary: _____ Supervisor: _____
How long? _____ Phone #: _____
Email: _____

Previous Employer: _____
Address: _____
Type of business: _____ Position: _____
Salary: _____ Supervisor: _____
How long? _____ Phone #: _____
Email: _____

Previous Employer: _____
Address: _____
Type of business: _____ Position: _____
Salary: _____ Supervisor: _____
How long? _____ Phone #: _____
Email: _____

Bank References:

Bank or Credit Union: _____

Address: _____

Account # (last four): _____

Bank or Credit Union: _____

Address: _____

Account # (last four): _____

Bank or Credit Union: _____

Address: _____

Account # (last four): _____

Character References (do NOT include relatives, attorney, employees or business partners)

Name: _____ How long? _____

Address: _____

Phone: _____ Email: _____

Relationship: _____

Name: _____ How long? _____

Address: _____

Phone: _____ Email: _____

Relationship: _____

Name: _____ How long? _____

Address: _____

Phone: _____ Email: _____

Relationship: _____

Comments:

Please read and sign:

1. I hereby agree for myself on behalf of all persons who may use the Condo unit, which I seek to lease,

- A)** I will abide by all the restrictions contained in the By-Laws, Rules and Regulations, and restrictions which are or may in the future be imposed by The Habana Condominium Association, Inc.
- B)** I understand that sub-leasing is prohibited.
- C)** I understand that I must be present when my guest, visitors, children who are NOT residents, occupy the unit or common areas of the building.
- D)** I understand that any violation of the terms, provisions, conditions, and covenants of The Habana Condominium Association, Inc. Document provides cause for immediate action as therein provided or termination of the leasehold under appropriate circumstance.

2. I understand that the acceptance for lease of a Condo unit at The Habana Condominium Association, Inc. is conditioned upon the truth and accuracy of this application and upon approval of the Board of Directors. Any misrepresentation or falsification of information of this form will result in the automatic rejection of this application.

3. I understand that the Board of Directors may cause to be instituted as such and investigation of my background as the Board may deem necessary. Accordingly, I specifically authorize the Board of Directors or the agent to make such investigation and agree that the information contained in this and the attached application may be used in such investigation. The Board of Directors and Officers of The Habana Condominium Association, Inc. itself shall be held harmless from any action or claim by me in connection with the use of information contained herein or any investigation conducted by the Board of Directors and their agent.

In making the foregoing application, I am aware that the decision of The Habana Condominium Association, Inc. will be final and no reason will be given for any action taken by the Board. I agree to be governed by the determination of the Board of Directors.

Applicant: _____ Co-Applicant: _____

Co-Applicant: _____ Co-Applicant: _____

Owner: _____ Owner: _____

Please return this application and applicable fees to:

Management address above

THE EXOTIC VILLAS CONDOMINIUM ASSOCIATION, INC.
C/O KINETIC PROPERTY MANAGEMENT, LLC
POB: 191041 Miami Beach, FL 33119-1041
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**Exhibit to all Leases for
The Exotic Villas Condominium Association, Inc.
Addendum A**

In the event that the tenant is notified by the Condominium Association that the landlord (Unit Owner) has failed to pay any month's Maintenance Fee, Condominium Association Security Fee, or fine which the owner is indebted to the association for his property; the tenant acknowledges that the tenant is obligated to deduct all of the unit owner's maintenance fees due from the tenant's rental obligation for the subsequent rental payment, as provided in the written notice to the tenant, and deliver said maintenance amount to the Condominium Association. In reliance thereon, the tenant would not be in default of its lease obligations.

Dated this ____ Day of _____ Year _____

Landlord: _____

Tenant: _____

Exhibit to all Leases for The Exotic Villas Condominium Association, Inc. Addendum B (2)

I hereby recognize that I am familiar with the following underlying provisions of the E.V. By-Laws in the leasing of this unit. Both my tenant and I are aware that all occupants' names must be on the lease in order for this lease to be valid and that non-compliance with this or any of the provisions of the By-Laws puts this lease at risk of being voided by the Association. At the termination of this lease which has a maximum of 1 year, both the Lessors (Owner or Agent) and Lessee agree that this Lease is void. Extensions of this lease are not valid and will be treated as a voided lease. A voided lease is subject to a fine of \$100.00 per day, that violation is still valid and/ or eviction at the owner's expense.

Tenants **may** remain for longer than 1 year **only if** they have written approval from the Association contingent upon

1. Re screening including:
 - a. Criminal background check
 - b. Walk through which the board determined is in the best interest of the building to assess for leaky water faucets and toilets, dry rot, rodents, termites, and other structural problems in attempt to provide early maintenance and rectification.
2. Maintenance fees, Association Security Deposits, and fines paid in full
3. A new lease dated after the re-screening of the occupant.
4. Owner must contact the Association at least 60 days before the lease is set to expire and start are reapproval process

Owner and Leaser are advised to begin procedures 2 month prior to the end of a current lease and prior to the leasing of their unit for new tenants. Delays in background checks, insufficient owners for screenings/re-screenings are not grounds for allowing tenants to remain without a lease or to occupy a unit prior to approval of the Condo Association. Proper planning are the owner's responsibility to avoid fines and insure smooth transitions.

Section 13.7 requires: *"All leases shall be on forms approved by the Association and shall provide the Association with the right to terminate the lease upon the tenant's default in observing any of the provisions of this Declaration, the Articles, and By-Laws, applicable rules and regulations or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by the Association. The Association may reject the leasing of any Unit on any grounds the Association elects, whether or not reasonable. Unit Owners wishing to lease their Units shall be required to place a security deposit with the Association in an amount to be determined by the Association (\$1,200.00 this summer) which it may use to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The Unit Owner shall be jointly and severally liable*

with the tenant to the Association for any amount in excess of such sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. Any security deposit balance remaining, less an administrative charge determined by the Association, shall be returned to the Unit Owner within 30 days after the tenant and all subsequent tenants permanently vacate. All leases shall also comply with and be subject to the provisions of Article 14. “

Section 14.1 (e) Lease Provisions *Any lease executed in the connection with the acceptance of any offer shall be consistent with this Declaration, the By-Laws and Rules and Regulations and shall provide or be deemed to provide specifically that (i) it may not be modified, amended , extended (this is where you incurred the \$250.00 fine), or assigned without the prior consent in writing of the Board of Directors, (ii) the tenant shall not sublet the Unit without the prior consent in writing of the Board of Directors (iii)it shall be for a term of not less than 6 months, and (iv) the Board shall have the power, but shall not be obligated, to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord, in the event of (A)....*

Section 14.1 (f) *Any purported sale or lease of a Unit in violation of this Section shall be voidable at any time at the Association’s election if the Board of Directors shall so elect. Seller (Leaser) shall be deemed to have authorized and empowered the Association to institute legal proceedings to evict the purported tenant (in case of authorized leasing), in the name of Seller as the purported Landlord. Seller shall reimburse the Association for all expenses (including attorney’s fees and disbursements) incurred in connection with such proceedings.”*

We have read and understand the By-Laws in regard to the leasing of this unit. We understand that the Board has the right to void a lease which does not comply, and empowers the Association to evict the tenant, and collect expenses for any Attorney’s fees involved. New leasers must put up the full \$1,200.00 Condo Security Fee prior to an approval or set up a method of payment agreeable to the association prior to the leasing of their unit.

Dated this ____ Day of _____ Year _____

Landlord: _____

Tenant: _____

Exotic Villas

