

Notice of Intention to Lease Apartment

This form must be completed by owner

Date: _____

To: **Palm-Aire Country Club Condominium Association NO 6, Inc.**

C/O M&M Property Management, LLC

1412 S. Powerline Rd.

Pompano Beach, FL 33069

(954) 582-4400 * (954) 582-4407

In compliance with the Condominium Declaration, I(We) hereby serve notice that the owners in the Apartment # _____ in Building # _____ the undersigned intends to offer said apartment for lease. This notification conforms with your right of first refusal.

Said apartment is to be leased for the period starting _____ and ending _____ at a monthly rental of \$ _____.

I(We) acknowledge that leases for less than ninety (90) days are prohibited.

I(We) acknowledge that this Notice must be accompanied by a copy of the proposed lease. Any changes to the lease must be submitted to the Association in advance of the tenant taking possession.

I(We) hereby acknowledge our obligation and responsibility to ensure my (our) tenants compliance with the Condominium Declaration and the Association Rules and regulations, and the authority of the Association and the Management Firm, in the event the Association consents to a lease, to take such action as may be required to obtain compliance by the Lessee(s), and/or their guests, with the Condominium Declaration and the Association Rules & Regulations.

A completed "Application by Proposed Lessee" accompanies the "Notice", together with a check in the amount of One Hundred dollars (\$100.00) to cover the fees for processing this transaction.

I(We) understand that the tenant may not take possession of the above unit until written approval is received from the Association.

Owner's Signature _____

Owner's Signature _____

Section 212.03 of the Florida Statutes, effective July 19, 1982, requires the payment of a six (6) percent sales tax on the proceeds from rentals of Condominium apartments for periods of six months or less, plus a three (3%) percent local option tourist development tax imposed by Broward County.

PALM-AIRE COUNTRY CLUB CONDOMINIUM ASSOCIATION NO 6, INC

C/O M&M Property Management, LLC 1412 S. Powerline Road Pompano Beach, FL 33069

Phone: (954) 582-4400 * Fax: (954) 582-4407

APPLICATION FOR LEASE

Permanent _____ Seasonal Residence _____

INSTRUCTIONS:

1. This application and the attached application for occupancy and authorization forms must be completed in detail by each proposed lessee, other than husband/wife or dependent child (which is considered one applicant).
2. Please attach a copy of the lease to this application.
3. The Association has 30 days to complete its processing from the date of receipt of the fully completed application, all fees and any supplemental information required. If a question is not answered adequately or left blank, this application may be returned, not processed and not approved and a resubmittal fee of \$100 will be required.
4. The owner must provide the lessee with a copy of all Rules & Regulations.
5. All applicants must make themselves available for a personal interview prior to final Board of Directors approval. Occupancy prior to Board approval is prohibited. No personal interview is required for seasonal leases.
6. All maintenance fees and assessment must be paid up to date prior to receipt and processing of lease application.
7. Only 1 assigned parking space available per apartment.
8. Moving of furniture in or out of an apartment is not permitted on Sundays or Holidays. Hours for moving are from 8:00AM to 5:00PM, Monday through Saturday.

FEES REQUIRED:

1. \$100.00 non-refundable application fee (Includes fee for mail box strip) must be attached to this application, made payable to PALM AIRE COUNTRY CLUB ASSOCIATION NO. 6, INC.
2. \$125.00 non-refundable fee for processing of new tenants records and building directory information, made payable to M&M Property Management, LLC.
3. \$500 Common Area security deposit made payable to PALM AIRE COUNTRY CLUB ASSOC. NO. 6, INC.
4. **\$75.00 RUSH FEE:** \$25.00 to PALM AIRE COUNTRY CLUB ASSOCIATION NO 6, INC. and \$50.00 to M&M PROPERTY MANAGEMENT LLC

ACCEPTANCE OF THE PROCESSING FEE DOES NOT IN ANY WAY CONSTITUTE APPROVAL OF THIS TRANSACTION.

OCCUPENCY RESTRICTIONS:

1. No pets allowed at any time.
2. No commercial vehicles, trucks, boats, trailers, motor homes, mobile homes, campers, recreational vehicles, motorcycles, mopeds, etc. permitted on the Condominium premises.

3. Use of this unit is for single family residence only. A single family is a single person or husband and wife and their children.
4. One bedroom apartment – no more than 2 occupants.
5. Two bedroom apartment – no more than 4 occupants.
6. Three bedroom apartment – no more than 6 occupants.

Date _____ Building No _____ Apt No _____ Approx. Closing Date _____

Current Owner's Name _____ Telephone Number _____

Realtor handling sale _____ Telephone Number _____

Name of Lessee(s) [As lease will appear]:

(a) _____

(b) _____

Children who will occupy the apartment with you:

(a) _____ Date of Birth _____

(b) _____ Date of Birth _____

(c) _____ Date of Birth _____

(d) _____ Date of Birth _____

Other Persons who will occupy the apartment with you:

Name _____ Age _____ Relationship/Occupation _____

Name _____ Age _____ Relationship/Occupation _____

Name _____ Age _____ Relationship/Occupation _____

Name _____ Age _____ Relationship/Occupation _____

AGREEMENT:

1. I hereby agree for myself and on behalf of all persons who may use the apartment which I seek to lease that I will abide by all of the restrictions contained in the By-Laws, Rules and Regulations, Association Documents and restrictions which are or may in the future be imposed by the PALM AIRE COUNTRY CLUB ASSOCIATION NO. 6, INC.
2. I have received a copy of the Condominium Rules & Regulations: YES ____ NO ____

3. I understand that I will be advised by the Board of Directors of either acceptance or denial of this application. I understand that the Association has 30 days from the date of this application and any supplemental information required by the Association is received in which to approve or deny this application.
4. I understand that there is a restriction on pets and that I may not bring a pet, nor may any guest, visitor or tenant bring a pet into PALM AIRE COUNTRY CLUB CONDOMINIUM ASSOCIATION NO 6, INC., nor acquire one, either temporarily or permanently after occupancy.
5. I understand that I may not have guests or visitors for more than 30 days in a calendar year when I am not present.
6. I understand that the acceptance for purchase of an apartment at PALM AIRE COUNTRY CLUB ASSOCIATION NO 6, INC. is conditioned upon the truth and accuracy of this application and upon the approval of the Board of Directors. Any misrepresentation or falsification of the information on these forms will result in the automatic disqualification of my application. Occupancy prior to Board of Directors approval is prohibited.
7. I understand that the board of Directors of PALM AIRE COUNTRY CLUB ASSOCIATION NO 6, INC. may cause to be instituted an investigation of my background, as the Board may deem necessary. Accordingly, I specially authorize the Board of Directors, Management and the investigative company to make such investigation, and agree that the information contained in the attached application may be used in such investigation, and that the Board of Directors, Officers and Management of PALM AIRE COUNTRY CLUB ASSOCIATION NO 6, INC. itself shall be held harmless from any action or claim by me in connection with the use of the information contained herein or any investigation conducted by the Board of Directors. In making the foregoing application, I am aware that the decision of PALM AIRE COUNTRY CLUB ASSOCIATION NO 6, INC will be final and no reason will be given for any action taken by the Board of Directors. I agree to be governed by the determination of the Board of Directors.

APPLICANT _____ APPLICANT _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____ PHONE _____

Notary Public:

Sworn to and Subscribed before me this _____ day of _____ of year _____

My Commission Expires: _____

Notary Public _____

PALM-AIRE COUNTRY CLUB CONDOMINIUM ASSOCIATION NO 6, INC

C/O M&M Property Management, LLC

1412 S. Powerline Rd. * Pompano Beach, FL 33069 * Phone: (954) 582-4400 * Fax: (954) 582-4407

UNIFORM LEASE ADDENDUM

This lease addendum, entered into this _____ day of _____, 20____, by and between _____, owner of Unit No. _____ in building _____ in Palm-Aire Country Club Association No.6, Inc. (hereinafter referred to as "Lessor") and _____ (hereinafter referred to as "Lessee").

1. **RULES & REGULATIONS**. Lessee and Lessee's family, guests, invitees, licensees and servants, agree to take this Lease and Unit subject to assume and abide by the Declaration of Condominium governing Unit No. _____ in Building _____ of Palm-Aire Country Club Condominium Association No. 6, Inc. the Articles of Incorporation, and Bylaws, and the Rules & Regulations of Palm-Aire Country Club Condominium Association No. 6, Inc. (hereinafter referred to as "Association") and all the amendments and exhibits thereto, all as same, may be amended from time to time (hereinafter referred to collectively as "Condominium Documents"). Lessee specifically, but without limitation, acknowledges that the breach by Lessee or Lessee's family, guests, invitees, licensees and servants of the Condominium Documents constitute a breach of a material obligation under this Lease. Without limitation, failure of Lessee to abide by said Condominium Documents entitles and obligates the Lessor, and entitles the Association, to terminate the Lease. In the event the Association brings any action, proceeding, arbitration, litigation, or non-litigation enforcement or compliance action to terminate this Lease and/or evict Lessee and/or enforce compliance with any of the terms of this Lease or the Condominium Documents, Association is entitled to recover from Lessor and Lessee, jointly and severally, all costs and reasonable attorney's fees incurred, whether suit be brought or not, through all appellate levels.
2. **RIGHT OF ENTRY**. Lessor and Lessee acknowledge and agree that the Association is entitled to access the unit in accordance with Florida Statutes, Section 718.111(5), and the Condominium Documents. For the purpose of allowing entry under this provision of this Lease, Lessee agrees to provide Lessor and Association with a key to the leased unit and security alarm code, if applicable, and agrees to obtain the written consent of Lessor and the Association prior to placing additional or alternate locks on any door or window, or before changing the security alarm code. If such consent is obtained, Lessee must supply Lessor and the Association with a key to each additional or alternate lock and the new security alarm code.
3. **Subordination**. This Lease is hereby expressly made subject and subordinate to the Condominium Documents, all assessments, advances or other charges which may now or

hereafter affect or become a lien upon the real property of which the demised premises forms a part.

4. **Assignment; Subletting; Renewal.** Lessee cannot sublet the leased premises nor any part thereof. This Lease cannot be assigned by Lessee. This lease cannot be renewed or extended. All proposed renewals of leases must be submitted to the Association for approval and shall be treated as a new application for approval of a Lease; and if approved, a new Lease addendum shall be signed.
5. **Association's Liability.** The Association is not liable to Lease, or Lessee's family, guests, agents, invitees, employees, or servants for damage or injury to person or property caused by other residents or other persons. Lessee and Lessor agree to indemnify, defend and hold Association harmless from and against any claims for damages whatsoever, including negligence claims, relating directly or indirectly to the Lessee's use of the premises, this Lease or from any activity or work permitted by Lessor or Lessee in or about the premises unless the Association is adjudicated to be grossly negligent. Without limitation, Association is not liable for personal injury, or damages to Lessee's personal property, from theft, vandalism, fire, water, rain storms, smoke, explosions, sonic booms, riots, or other causes whatsoever, whether similar in nature to those mentioned or not. If any of the Association's employees are requested to render any services, such as moving automobiles, handling of furniture, cleaning, signing for or delivering packages, or any other services not required by the Association to be performed under the Condominium Documents, such employee is deemed the agent of Lessee regardless of whether payment is arranged for such service and Lessee agrees to indemnify, defend and hold the Lessor and Association harmless from all liability or any claim whatsoever in connection with such services, including but not limited to, claims of negligence, unless the Association is adjudicated to be grossly negligent. Lessee agrees to notify the Lessor and Association immediately upon the occurrence of any injury, damage, or loss suffered by Lessee or other person in any of the aforesaid circumstances.
6. **Attorney's Fees.** In any action, proceeding, or litigation arising out of or concerning this Lease or where this Lease or where this Lease is relevant evidence, Lessee and Lessor, jointly and severally, are liable for and must pay Association's costs and reasonable attorney's fees, whether suit be brought not, through all appellate levels.
7. **Waiver of Jury Trial.** Lessor and Lessee hereby waive trial by jury in any action, proceeding, or litigation arising out of or concerning this Lease or where this Lease is relevant evidence.
8. **Modifications.** No amendment or modification to this Lease affecting any of the Association's rights or remedies is valid unless in writing and signed by the Association.
9. **Governing Law; Venue.** This Lease is governed by and construed in accordance with the laws of the State of Florida, both substantive and remedial without regard to Florida's conflict of law jurisprudence. Venue for any action, proceeding, or litigation arising out of concerning this Lease or where this Lease is relevant evidence must be in a State, County or Circuit Court, as appropriate, in Broward County, Florida, to the exclusion of all other venues and the parties expressly waive their right to venue elsewhere.
10. **Rule of Construction.** Lessor and Lessee acknowledge and agree that the terms of this Lease shall not be construed more strongly against one party or the other, or the intended third

party beneficiary; and the parties expressly, to the extent permitted by law, waive any rule of strict construction that may have otherwise been applied in the absence of this provision.

11. **Captions.** The captions in this Lease were inserted solely for convenience and cannot be used in construing the provisions that follow them.
12. **Acceptance of Documents.** Lessee's signature affixed below acknowledges receipt of a copy of the Condominium Documents and that Lessee has read, in their entirety, this Lease and Condominium Documents and that Lessee understands and agrees to be bound by the same.
13. **Right to Rent.** In the event Lessor is delinquent in the obligation to pay to Association any regular or special assessments, any installment thereof, or any other charge owed by Lessor to Association, including but not limited to fines, late fees, interest, or attorney's fees, Association has the right to require Lessee to pay said rental installments, or the portion thereof sufficient to pay said delinquent assessments or other charges, directly to Association, upon Association giving written notice of the exercise of such right to Lessee and Lessor. This right of Association is cumulative and in addition to any and all other rights or remedies Association has against Lessee or Lessor. Moreover, failure of the Lessor to comply with the demand shall constitute a material breach of this Lease.
14. **Third Party Beneficiary.** Lessee and Lessor acknowledge and agree that Association is a primary, intended third party beneficiary of the Lease.
15. **Severability.** The Parties agree that of for any reason any provision of portion of any provision of this Lease, or the application thereof shall to any extent be deemed by a court or arbitrator to be invalid or unenforceable, the remainder of this Lease, shall not be affected thereby. Additionally, the court or arbitrator is permitted to reform the Lease to reflect the parties' intent by enforcing the invalidated or unenforceable provision or portion of a provision to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date last aforesaid.

Signed, sealed, and delivered in the presence of:

By: _____
_____, Lessor

By: _____
_____, Lessee

By: _____
_____, Lessee

M&M Property Management LLC

1412 S Powerline Road, Pompano Beach, FL 33069
Office: 954-582-4400 Fax: 954-582-4407

Credit and/or Criminal Authorization Form

You are hereby authorized to release information to Todays Properties and M&M Property Management any and all information they request with regards to verification of my bank account(s), credit history, residential history, criminal record history, and employment verification and character references. This information is to be used for my/our Application for 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 the Association for their exclusive use only. PLEASE INCLUDE A COPY OF DRIVER'S LICENSE and SOCIAL SECUIRTY CARD TO CONFIRM IDENTITY. If you do not have a Social Security Card, please include a copy of your Passport or current identification card.

I/We further state the Application for Occupancy and Authorization Form were signed by me/us and was not originated with fraudulent intent by me/us or any other person and that the signature(s) below are my/our own proper signature.

Applicant Signature

Additional Applicant Signature

Print Name

Print Name

Social Security #

Social Security #

Date of Birth

Date of Birth

Current Address

Current Address