

Milano Condominium Association
 Instructions for Lease OR Purchase Application

Fees required

<u>Lease</u>	<u>Purchase</u>
\$100 non-refundable application fee payable to: <u>Milano Condominium Association</u>	\$100 non-refundable application fee payable to: <u>Milano Condominium Association</u>
\$100 non-refundable application fee payable to: <u>BANYAN PROPERTY MANAGEMENT, INC.</u>	\$100 non-refundable application fee payable to: <u>BANYAN PROPERTY MANAGEMENT, INC.</u>
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's lease Addendum (*) • Gate access form (*) • Rules and Regulations (*) • Drivers License(s) photo ID copy 	<ul style="list-style-type: none"> • Application to the Association (*) • Sales agreeemnt fully executed copy • Gate access form (*) • Rules and Regulatioins (*) • Estoppel request form (*) take to Banyan Office • Drivers License(s) photo ID copy
(*) Forms provided in package	

Other Information

- ◆ Pet restriction: Up to 2 pets, single or combined weight of 50LBS.
- ◆ Owners are to ensure that their tenants are familiar with the governing Rules and Regulations.
- ◆ Owners are responsible for providing tenants with remote and or common area keys.
- ◆ No commercial vehicles allowed.
- ◆ Clicker(s) and or common area keys can only be purchased in person at the on-site office where this package is to be submitted.

****** Application will NOT be accepted without the required fees. ******
******* INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED. *******

Submit the entire package to: Milano Condominium Association
 1709 Village Blvd.
 WPB, FL 33409

Submit package during: 1pm - 4pm

Direct all inquiries regarding this application to:
 amber.skelton@banyanproperty.com or 561-689-2310

Sincerely,

Application Processing
 Customer Service Department

Lease Application
Milano Condominium Association

Note: Please print legibly and complete all the sections. Mark N/A if not-applicable.

<input type="checkbox"/> <u>Lease</u> <input type="checkbox"/> <u>Purchase</u> Check one

UNIT INFORMATION

UNIT ADDRESS	MOVE-IN DATE
CURRENT OWNER NAME	CONTACT #

APPLICANT INFORMATION

APPLICANT NAME	CO-APPLICANT NAME
PRIMARY CONTACT #	PRIMARY CONTACT #
EMAIL	EMAIL
CURRENT MAILING ADDRESS	CURRENT MAILING ADDRESS
CITY-ST-ZIP	CITY-ST-ZIP
DRIVERS LICENSE # STATE	DRIVERS LICENSE # STATE
EMERGENCY CONTACT NAME - TELEPHONE	EMERGENCY CONTACT NAME - TELEPHONE

OTHER OCCUPANTS

NAME	RELATIONSHIP	DOB	AGE
NAME	RELATIONSHIP		AGE

VEHICLE INFORMATION (some vehicles may be prohibited).

MAKE	MODEL	MAKE	MODEL
COLOR	TAG #	STATE	STATE

PET INFORMATION (write none if no pets)

TYPE	BREED - _____ Rabbies license tag number	COLOR	WEIGHT
TYPE	BREED - _____ Rabbies license tag number	COLOR	WEIGHT

Social Security #	DOB
-------------------	-----

I hereby authorize and request any present or former landlord, employer, school, police department, financial institution, agency or other person having personal knowledge about me, to furnish bearer with any and all information in their possession regarding me in connection with an application for residence.

I hereby authorize LexisNexis to obtain and verify such information including accessing consumer reporting agencies as well as performing a criminal eviction record search.

I have been notified that a consumer report will be requested and understand that the information that LexisNexis obtains is to be used in the processing of my rental application.

I hereby release and hold harmless LexisNexis its affiliates, employees and agents and any other organization that provides information from any and all liabilities arising out of the use of such information in connection with LexisNexis.

You are entitled to a complete and accurate disclosure of the investigation's nature and scope as well as a written summary of your rights and remedies under the Fair Credit Reporting Act. Inquiries should be directed to LexisNexis Resident Screening 12770 Coit Rd Dallas TX 75251. By my signature below, I certify that I have read and understand the terms of this rental application.

Signature Applicant _____	Date _____
Print applicant name: _____	
Signature Co-Applicant _____	Date _____
Print co-applicant name: _____	

Gate Access Request
Milano Condominium Association

Unit Information

ADDRESS	MOVE-IN DATE
TENANT NAME TO BE DISPLAYED (LAST NAME, FIRST NAME)	
TELEPHONE NUMBER TO PROGRAMS INTO GATE SYSTEM	

A local home phone number is only required to program your number into the gate system.

I certify, by my signature, that I am a tenant of Milano Condominium Association. I agree that the Security Gate Access Control Devices are the property of unit. Upon the sale or lease of my unit, I relinquish any right to access the community of Milano Condominium Association, and all access devices will be provided to the tenant/new owner.

If you lose your gate entry device(s) a charge of \$50 is required for a new one.

Tenant Signature

Date

For Office Use Only

Device # Issued: _____

Device # Issued: _____

Submitted for Input: _____

Date: _____

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 Milano Condominium Association Inc. (hereinafter referred to as the "Unit") located within, and subject to the jurisdiction of Milano 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 Milano Condominium, and the Association's Articles of Incorporation, By-Laws, Rules and Regulations, and all exhibits and amendments thereto of the Milano 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. Failure of the tenant to pay rent to Milano entitles Milano to evict the tenant and release to another tenant.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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:

signature

, Lessor

please print

signature

, Lessor

please print

signature

, Lessee

please print

signature

, Lessee

please print

Milano Condominium Association

RULES AND REGULATIONS

The following is a brief summary of the Document Rules & Regulations of the Association. These are not to be used in place of Association Documents. You are required to read and observe all Rules & Regulations as stipulated in your Documents.

1. All sidewalks, stairwells and passageways and driveways must be **clear at all times**. No bicycles, carts, benches, tables, may block passageways. No storage of personal items outside of unit. (R&R, 1, 23) The **personal property** of all Unit Owners shall be **stored within their units** or storage areas including bagged garbage. (R&R,3-4,6)
2. All garbage must be contained in dumpster, no bulk trash: furniture, boxes, etc.
3. **Nothing** may be thrown or hang from either **balconies or windows**, ie: towels, rugs, wind chimes. (R&R4-5,8)
4. Any items on a balcony or patio or **any changes** to the exterior including painting, decorating or any modification are **not allowed** without prior consent of the Association. (R&R 11-12)
5. Only the United States flag may be respectfully displayed, no other object (s) may be affixed to the exterior or balcony of a unit. (R&R 13-15)
6. **No disturbing noises** by owners, lessees or guests at **ANY** time. Volume must be lowered by 11:00 P.M. (R&R 16)
7. **No signs** may be displayed, including real estate signs. (R&R 17)
8. **No awnings, canopies or shutters** and all window treatments exterior appearance must be white. (R&R 18)
9. **ALL** units must supply the association with a **duplicate key** and entry as permitted by the documents. (R&R 19)
10. **No inflammable, combustible or explosive fluid**, chemical or substance may be kept in the unit, on balconies or terraces or in storage units. This includes propane tanks. **No cooking is allowed of any type on balconies and patios.** (R&R 21,38)
11. **No business or commercial activity** may be operated from any unit. (R&R 24)
12. **No soliciting** on the Condominium property. (R&R 28)
13. **Two pets under 50 pounds total** are permitted per unit. If a pet should constitute a **nuisance** in the opinion of the board, the owner will be required to **remove the pet** from the premises. Dogs should be kept **on a leash at ALL times.** (R&R 37)
14. **No bicycle riding, skateboarding or rollerblading** in common areas. (R&R 39)
15. **ALL flooring other than carpeting** must be approved by the Associations, by submitting an architectural change request. (R&R 40)
16. The Association must be notified prior to moving furniture or like items in or out of the unit. (R&R 26)
17. All owner assessment payments must be received on the first (1st) day of each month, payments received after the 10th day are subject to a late fee. (R&R 22)
18. **All complaints** regarding the service of the Condominium shall be **made in writing** to the Association. (R&R 20)
19. **ALL** owners, guests and renters must register at the office upon arrival and acknowledge receipt of **ALL** House Rules and comply with same. (R&R 35)
20. **Assigned Parking ONLY.** All parked vehicles must be in operating condition and properly registered. Owners **must vacate** their parking space when the unit is rented. **NO TRUCKS, COMMERCIAL VEHICLES, CAMPERS, RECREATIONAL VEHICLES, BOATS, TRAILERS,** may be parked or kept on common property. (R&R 36)

Please refer to the additional Rules and Regulations of the Association:

Vendor Rules and Regulations

Renters/Rental Rules

Pool Rules

Vendor Rules and Regulations

The full version of the Rules and Regulations may be obtained online at www.banyanproperty.com or at the Association onsite office. This guide will refer to the Document numbers for ease of reference.

Construction Guidelines

21. Vendors, Movers and Cleaning Services are not permitted to work on weekends. Work is permitted Monday thru Friday between the hours of 8:00 a.m. to 4:00 p.m.. Please notify your vendor of this rule in advance.
22. Unit Access The owner must e-mail, fax or call the office giving permission to allow unit access. This rule applies to family members as well. No entry is granted without property authorization.
23. License and Insurance License and insurance information must be provided to the management before the subcontractors will be given permission to commence work.
24. Notification of Construction Crews to be on Site The contractor, subcontractors or owner of the unit must submit a specification plan and authorization form to the Manger at least three days in advance. This will allow staff to protect elevators, common areas and to review the plans to ensure compliance.
25. Sub-contractors' Parking Vendors are required to park vehicles in designated parking area. Vendors must register at Management Office on Lobby floor.
26. Specifications A copy of specifications outlining the exact procedure, color and material to use in order to remain uniform throughout the property may be obtained at the Management Office and must be followed. Written approval must be obtained form the Board of Directors for the following trades 1. Hurricane Shutters, Floor tile for correct underlayment.
27. Trash removal Trash generated from sub-contractors may not be disposed of on the Property.
28. Responsibility for Damage to Building Grout or thin set may not be disposed of in the unit plumbing. Workers will be expected to remove their own material. Sub-contractors are not to leave or perform any work in the common areas. Trades using material such as paint, tile, woodwork, etc., must neatly lay heavy paper or plastic on the common corridors.

ANY VENDOR FOUND TO BE IN VIOLATION OF THESE GUIDLELINES WILL NOT BE PERMITTED TO RETURN TO THE PROPERTY UNTIL THE VIOLATION HAS BEEN CORRECTED AND PAYMENT HAS BEEN MADE FOR DAMAGES.

Renters/Rental Rules

The full version of the Rules and Regulations may be obtained online at www.banyanproperty.com or at the Association onsite office. This guide will refer to the Document numbers for ease of reference.

29. Leasing or renting of a unit by an owner, either directly or through an agent, is permitted once within 30 day time frame. A fee of \$100.00 paid to the association must be accompanied with every rental. All rental agreements must be sent to the office within seven (7) days in advance of arrival.
30. Upon arrival all occupants (owners, guest and renters) must register within 24 hrs.
31. Renters have full use of the facilities. Owners will be held responsible for the actions of their guests or renters. Any damage to the Property will be the responsibility of the owner.
32. Renters and guests are subject to all House Rules adopted by the Board of Directors. It is the responsibility of the owner to see that a copy of the House Rules is given to each renter/guest. Any violation of these rules can be cause to request immediate vacating of the unit.
33. Subletting by renters is not permitted.

Pool Rules

The full version of the Rules and Regulations may be obtained online at www.banyanproperty.com or at the Association onsite office. This guide will refer to the Document numbers for ease of reference.

- 34. NO LIFEGUARD ON DUTY, SWIM AT YOUR OWN RISK.
- 35. Pool hours are 9:00 a.m. to 10:00 p.m.
- 36. No radios, tape decks or CD's are allowed without earphones.
- 37. No diapers in the pool. Children not toilet trained must wear approved water proof pants over diapers. Disposable diapers are not allowed. Swim diapers only.
- 38. No floating devices in pool. No rafts, beach balls, surf boards or similar beach equipment are permitted in pool or pool area.
- 39. No reserved seating areas.
- 40. Children under the age of 12 may not swim or use the pool areas unless accompanied and supervised by an adult.
- 41. Cover-ups and footwear are required in all common areas. A towel does not constitute a cover-up.
- 42. Suntan lotion and sand must be removed before entering pool. Use the shower provided at corner of pool.
- 43. Cover lounge chairs with a towel if using suntan lotion.
- 44. Lounges or chairs are not to be removed from the pool deck. Do not drag chairs across pool deck.
- 45. Running, horseplay, climbing, ball or Frisbee playing or other noisy activities are not permitted in or near pool area. Parents are responsible for the behavior of their children.
- 46. Glass is not permitted in or near the pool, only non-breakable plastic containers (State Law) (bottles, glasses, etc.)
- 47. Pets are not permitted in pool area, even if carried.
- 48. Shower before entering the pool.

I have read the Rules and Regulations above for Milano Condominium Association.

Applicant Signature

Print Name

Date

Co-applicant Signature

Print Name

Date

Banyan Property Management, Inc.
2328 S. Congress Ave. Suite 1-C
West Palm Beach, FL 33406

office (561) 649-8585
fax (561) 649-0188

www.BANYANPROPERTY.com

Request for Resale Package/Questionnaires

Milano Condominium Association

DATE: _____

SETTLEMENT DATE: _____

THE FOLLOWING INFORMATION IS REQUIRED FOR OUR OFFICE TO PROCESS A RESALE PACKAGE, which includes: the Estoppels Certificate; complete set of Association Documents (including the Declaration, Bylaws, Articles of Incorporation and any subsequent recorded Amendments); Association Rules and Regulations; and pertinent Association Forms.

NOTE: FORM MUST BE FILLED OUT IN ITS ENTIRETY BEFORE PROCESSING WILL BEGIN Please note if the account is in collection with an Attorney or the current owner is not listed, the estoppels may take additional time and also could incur additional fees in order to be processed.

Include a check from the title company or a cashier check/money order with your request. Payment must be received before paperwork processing will begin. Copies of checks will not be accepted as valid payment. Fees are not collected at time of settlement. The Estoppels Certificate will be invalid if payment is not honored.

Milano Condominium Association

<p><u>Unit</u> street address: _____ Seller's name: _____</p>
<p><u>Buyer</u> Buyer's Full Name: _____ Co-Buyer's Full Name: _____ Buyer's Phone #: _____ Fax #: _____ Email: _____</p>
<p><u>Delivery Information</u> Requested By: _____ Phone: _____ Type of Address: <input type="checkbox"/> Business <input type="checkbox"/> Residence Name: _____ Business Name (if applicable): _____ Street Address (P.O. Boxes not accepted): _____ City: _____ State: _____ Zip: _____ <u>Electronic Delivery</u>: the Estoppel Certificate can be delivered electronically by fax and/or e-mail upon completion at no extra charge. If this service is desired, please provide; Attention: _____ Fax: _____ E-Mail: _____</p>

Processing

Note: When processing is complete, the Estoppels Certificate will be faxed to you and the complete "Important Documents package" will be sent by the shipping method you select below.

Standard Processing (15 Business Days) -	\$200.00 plus shipping	
Rush Processing (3 Business Days) - shipping	\$250.00 plus	
Overnight Processing (1 Business Day) -	\$300.00 plus shipping	
Standard Refinance (15 Business Days) -	\$150.00 plus shipping	
Rush Refinance (1 Business Day) -	\$200.00 plus shipping	
Questionnaires (2 Business Days) -	\$150.00 plus shipping	

Shipping Method (You must select a shipping method, unless you are ordering a refinance package)

Standard Shipping – (5 Business Days).	\$15.00	
Rush Shipping – (3 Business Days)..	\$15.00	
Overnight Shipping – (Next Business Day)..	\$45.00	
Pick up from Banyan Property Management	(No Charge)	-0-
Account Administration Fee -	\$100.00	100.

Total Due

PLEASE MAIL A COPY OF THE BUYER'S HUD STATEMENT, WARRANTY DEED AND CLOSING CHECK TO ENSURE TIMELY AND ACCURATE TRANSFER OF TITLE FOR OUR RECORDS.

Payment Information Note: *Acceptable Forms of Payment*

Check from the title company	ck#	
Cashier check or money order	cc/mo #	

Include a check from the title company or a cashier check/money order with your request. Payment must be received before paperwork processing will begin. Copies of checks will not be accepted as valid payment. Fees are not collected at time of settlement. The Estoppels Certificate will be invalid if payment is not honored.

NO PERSONAL CHECKS ACCEPTED