THE YACHT CLUB
at Portofino

Renter Application Package

90 Alton Road
Miami Beach, FL 33139

UNIT # _____

THE YACHT CLUB
at Portofino

Dear Prospective Resident:

Enclosed please find an Application Package for The Yacht Club at Portofino Condominium Association, Inc. The forms must be completed by the Owner and Tenant. Any Resident Application, that is not completed in full and signed will be returned to Lessee or their agents and will not be processed until **all** information is provided and disclosed.

The following must be included in total before delivery of the Application to the Management Office for processing:

1. Copy of completed legible CONTRACT OR LEASE.

2. Three (3) separate letters of Reference, one (1) each-Bank, Employer and Personal

3. Lease Addendum & Rules and Regulations Summary must be signed and each page initialed by the Purchaser or Lessee.

4. $100.00 Application Fee made out to The Yacht Club at Portofino Condominium Association.

5. Applications must be submitted at least Five **(5) BUSINESS DAYS**, in advance of moving in the unit.

6. Units may be offered for an occupancy period of no less than thirty (30) days per Lease Agreement. It is important to note that on the expiration date of a valid lease, Lessee must vacate the premises. Therefore, any planned renewal of a lease must be completed and a copy of the renewal of the lease be submitted to the Management Office no less than five **(5) days** prior to the expiration date of the former lease term. Renewal of the lease is subject to review, although no addition screening may be necessary. Please note that all YCP access cards are programmed to expire upon termination of leases unless otherwise stated.

    1. Allow five (5) business days to process all applications.

    2. Applications will not be approved until **all** checks have been received and cleared the Association's account. There will be a Fifty Dollar ($50.00) charge for an NSF check.

Management
On Behalf of The Yacht Club at Portofino Condominium Association Inc.

THE YACHT AT PORTOFINO CONDOMINIUM ASSOCIATON, INC.

1. Lessees must make note of the use restriction in the documents and the Rules and Regulations as they now stand, but note that the R & R's may be changed, altered or amended by the Board in the future.

2. Current procedures for trash disposal shall be discussed, and must be adhered to during ownership or lease term.

3. Prospective Residents must schedule their move in or move out with the Management Office prior to scheduling with their movers, and must place a $750.00 security deposit for damages to the common areas during the move. The deposit is refundable if no damage occurs. Oversized trucks/vans cannot maneuver into the receiving area and so must park as directed by Receiving Personnel. Moves/Deliveries requiring more than one (1) elevator trip are subject to elevator usage fee(s).

4. Prospective Residents must also register their vehicles and emergency contact information with the Management Office. No Exceptions.

5. Two (2) pets (cat or dog) shall be permitted, provided no single pet is of a breed that is expected to exceed 50 lbs at maturity. (SEE DETAILED RULES AND REGULATIONS RELATIVE TO PET RESTRICTIONS). All dogs must be registered at our Management Office to DNA Registration database.

6. Occupancy shall be limited to no more than two (2) adults per bedroom or as otherwise specified by local, county, or state ordinances.

7. All Residents are responsible to obtain their own YCP I.D Access Card. It is a violation to hand and/or share their personal YCP access card with any other party.

8. Motorcycle/Scooter parking is available at $195.00 per year.

I/WE the undersigned prospective Owner(s)/Lessee(s) hereby acknowledge that I/WE, have been advised of the aforementioned items and have been provided with a copy of the Rules and Regulations governing the Association and agree to abide by same.

I/WE understand that the Board of Directors of The Yacht Club at Portofino Condominium Association, Inc., may institute an Investigation of my background, as the Board shall deem necessary.

I/WE shall hold the Board of Directors and their agents harmless from any action or claim in connection with the use of the above information or any Investigation conducted by the Board.

Applicant Signature _____ Dated this _____ day of _____, 20_____

Co-Applicant Signature _____ Dated this _____ day of _____, 20_____

Renter(s) Check List

Unit #_____

Owner Name: _____

Lessee Name: _____

Realty Agency_____

Realtor: _____ **Phone Number:** _____

Monthly Lease Amount $ _____

Lease Commence Date_____ **Lease Expiration Date**_____

[ ] Applicant Information Sheet
[ ] Background Check Form
[ ] Package Receipt Authorization
[ ] Bicycle Registration Sheet
[ ] Automobile/Motorcycle/Scooter Registration Form
[ ] Automobile Barcode Sticker Fee ($55.00) Per Vehicle
[ ] YCP I.D Access Card ($55.00) Per Resident
[ ] Elevator Security Fee Refundable ($750.00)
[ ] Application Fee ($100.00)
[ ] Exterminator Services Form
[ ] Pet Registration Form (if applicable)
[ ] Refundable Pet Deposit (per pet) ($250.00)
[ ] Veterinarian Records confirming vaccines are current & verification of pet weight at maturity
[ ] Poo-Prints DNA Dog Sample ($50.00) (if applicable)
[ ] Delivery/Moving Form
[ ] Three (3) Reference Letters (one each from Employer/Bank/Personal)
[ ] Picture ID's (Driver's License or Passport)
[ ] Legible copy of executed Purchase Contract or Lease Agreement
[ ] Rules & Regulations for Unit Lessee(s) (Initial All Pages)

Comments:

_____

_____

_____

RENTER(S) INFORMATION SHEET
PLEASE WRITE LEGIBLY

Applicant Name: _____ **Date of Birth** _____-____-____
(Please Print) Month Day Year

Home Phone # _____ **Cell #** _____ **Email**_____

Co-Applicant Name: _____ **Date of Birth** _____-____-____
(Please Print) Month Day Year

Home Phone # _____ **Cell #** _____ **Email**_____

Non-Residents/Non-Citizens must provide a legible photocopy of one of the following forms of identification: Passport; Country identification and/or Driver's License.

Additional Occupants

1. **Name:** _____ **Date of Birth** _____-____-____

Cell # _____ **Email**_____ **Relation:** _____

2. **Name:** _____ **Date of Birth** _____-____-____

Cell # _____ **Email**_____ **Relation:** _____

Have you or any of the persons listed above ever been convicted of a Felony YES NO
IF YES, please explain (Year, Location, and Type etc.)

_____

_____

_____

Emergency Contacts:

Name _____ **Phone Number** _____ **Cell** _____

Relationship: _____ **Email:** _____

BACKGROUND INVESTIGATION AUTHORIZATON

I. I understand that an investigative report may be generated on me that may include information as to my character, work habits, performance and experience, along with reasons for termination of past employment, financial/credit history, criminal history records from any criminal justice agency in any or all federal, state, city and county jurisdictions, state Department of Motor Vehicle/Drivers' License Records to include traffic citations and registration, military records from the National Personnel Record Center, education records including transcripts, and requests for records and information from any individual, company, firm corporation, present and/or past employers and public agencies (including the Social Security Administration and the Immigration & Naturalization Service). I fully understand that Global Background Analysis, Inc., may be requesting information from public and private sources about any of the information noted earlier in this paragraph, and I freely give my consent for Global Background Analysis, Inc. to do so.

II. According to the Fair Credit Reporting Act (FCRA), I am entitled to know if the considerations for which I am applying are denied because of information obtained from a consumer-reporting agency. If so, I will be notified and be given the name of the agency providing that report.

III. I agree that a photocopy or telephonic facsimile of this authorization shall be valid as the original. This release is valid for most federal, state and county agencies.

IV. I hereby authorize, without reservation, any one contacted by Global Background Analysis, Inc., to furnish the information described in Section 1.

V. I hereby authorize, without reservation, Global Background Analysis, Inc., to contact my present employer for employment verification/references.

APPLICANT: COMPLETE THE FOLLOWING:

❑Credit & Criminal ❑Criminal Only

Signature **Today's Date**

Please print full name **Unit #**

The following information is required, it is confidential and will not be used for any other purposes.

Please print other names you have used

Social Security Number - Your Social Security Number will be used in order to confirm your identity for purposes of completing an accurate background investigation and credit check.

Date of Birth - Your date of birth is required on this form in order to confirm your identity for purposes of completing an accurate background investigation.

Home Address **City** **State** **Zip**

Driver's License Number and State **Name as it appears on License**

Have you ever been arrested, convicted of, plead guilty, or "no contest" to a crime that has or has not been expunged or removed from your record? ❑ No ❑ Yes **If yes, please explain:** (Make sure to include the city/state/county and the year the crime occurred for each conviction.) **IF YOU PROVIDE FALSE INFORMATION, YOU WILL BE AUTOMATICALLY DENIED.**

Have you ever been evicted from any leased premise? ❑ No ❑ Yes

FAIR CREDIT REPORTING ACT, DRIVER'S PRIVACY PROTECTION ACT, and ANY APPLICABLE STATE STATUE (S) NOTICE:
In accordance with the Fair Credit Reporting Act, this information may only be used to verify a statement(s) made by an individual in conjunction with legitimate business needs. The depth of information available varies from state to state. The report that will be generated it is in compliance with the Fair Credit Reporting Act, the Driver's Protection Act, and any applicable state statue(s).

Global Background Analysis, Inc.
2420 Brickell Avenue, Ste 307-B, Miami, FL 33129
Phone: (305) 857-0200 | Fax: (305) 857-0110
www.globalbackground.net email: applications@globalbackground.net

AUTOMOBILE/MOTORCYCLE(S)/SCOOTERS/BICYCLE REGISTRATION

Vehicle 1:

Tag No. _____ Make _____ Year _____ Color _____

State _____ Barcode # _____

Vehicle 2:

Tag No. _____ Make _____ Year _____ Color _____

State _____ Barcode # _____

Motorcycle/ Scooter/ Bicycle(s):

MAKE/MANUFACTURER: _____ COLOR: _____

LOCATION: _____ BARCODE/DECAL#_____

MAKE/MANUFACTURER: _____ COLOR: _____

LOCATION: _____ BARCODE/DECAL#_____

MAKE/MANUFACTURER: _____ COLOR: _____

LOCATION: _____ BARCODE/DECAL#_____

Note: Bicycles may never be chained to pipes, lattice in the garage or left on balconies.

APPLICANT SIGNATURE _____ DATE _____

CO-APPLICANT SIGNATURE _____ DATE _____

PET REGISTRATION

DOG

Pet's Name _____ **Breed** _____ **Weight** _____

Pet's Name _____ **Breed** _____ **Weight** _____

CAT

Pet's Name _____ **Breed** _____ **Weight** _____

Pet's Name _____ **Breed** _____ **Weight** _____

Domestic dogs, cats, birds and fish are the only pets permitted at The Yacht Club at Portofino, and the rights to maintaining such pets is based on their proper care, supervision and ability to peacefully co-exist with their human neighbors. The keeping of such animals will be restricted by all local applicable laws and regulations. The Board of Directors reserves the right to revoke pet privileges at any time should a resident's pet become a nuisance to residents of other units or of neighboring buildings. In accordance with the Declaration, a maximum of **TWO (2**), pets may be maintained in a unit, provided that no pet weight is in excess of **FIFTY (50) pounds.**

a) No aggressive animals or dogs, including pit bulls or any other breed considered to be dangerous by the Board of Directors, may be kept on the property at any time. Residents must maintain control of their pets at all times while in the common areas or on the Condominium Property.

b) Dogs and cats shall not be permitted outside of their owner's unit unless attended by an adult and on a leash not more than six (6) feet in length. In no event shall any dog or cat ever be allowed to be walked or taken on or about any of the recreational facilities, including the pool deck.

c) Fish or caged domestic (household-type) birds may be kept inside the units, subject to the provisions of the Declaration, and with written approval of the Board of Directors. In addition, fish tanks with a capacity greater than fifty (50) gallons will not be permitted unless approved in writing by the Management Office.

d) Unit owners and occupants shall pick up all waste from their pets and dispose of same appropriately. Failure to comply shall result as the forfeiture of the Pet Deposit as a cleanup fee. A new deposit shall be due immediately.

e) No diseased animals of any kind shall be kept under any circumstances in a unit or permitted upon the Condominium Property except by prior written consent of the Board of Directors. If such consent is withdrawn by the Board of Directors at any time at a duly called meeting, or the pet has become a nuisance to the Condominium or other unit owners or the rules and regulations regarding pets have not been fully complied with. If consent is withdrawn by the Board of Directors, the unit owner shall, within (2) days remove the pet from the Condominium Property. Consent shall automatically terminate upon death or communicable disease of the pet for which consent was granted.

f) Any owner maintaining a pet on Condominium Property shall be responsible for, and shall bear expenses of, any and all damages to the property resulting from any pet. Damages shall be assessed by the Board of Directors and collected immediately.

g) Pets may not be on balconies unless accompanied by a responsible adult and may not be left unaccompanied at any time. Barking animals must be placed inside immediately.

h) All dogs must be licensed and identification tags worn at all times. Pet owners must present a valid rabies inoculation certificate to the Management Office upon request.

i) If your dog has an accident inside the building, it is de owner's/occupants responsibility to immediately clean up after your pet.

j) While dogs are traveling in the elevators, owners should be mindful of other passengers, as people may be allergic or afraid.

k) Owners should be aware that the Miami Beach Animal Nuisance Law defines "excessive noise" by any animals as "Continuous or incessant for a period of ten minutes or intermittently for one-half hour to the disturbance of any person at any time of the day or night".

l) Pet Deposits Information:

Check # _____ $ _____- Deposit (refundable)

Before a pet is approved to be harbored at The Yacht Club, the Owner must submit an up to date shot and vaccination record, with veterinarian certificate, photo of pet and pet must be present at time of Orientation.

** It is important to note that the building provides "Pooper Bags", on the Marina Elevator. **

APPLICANT SIGNATURE _____ **DATE:** _____

CO-APPLICANT SIGNATURE _____ **DATE:** _____

If Renter has no pets, please sign below:

I DO NOT HAVE A DOG OR CAT THAT WILL BE STAYING IN THE YACHT CLUB AT POROTOFINO CONDOMINIUM FOR THE TERM OF ANY LEASE AND ACKNOWLDGE THAT I AM OBLIGATED TO FOLLOW THE PET RULES AND REGUALTIONS AND ANY REGISTRATTION FORMS WILL BE COMPLETED SHOULD I DECIDE TO GET A PET AT A LATER DATE.

Applicant Signature _____ **Date:** _____

EXTERMINATOR SERVICES

Marlin Exterminating provides pest control for all residents of The Yacht Club at Portofino at no charge. Since this is a free service that the building provides, we would like for all Residents to take advantage of it. Units are sprayed according to the following schedule:

2nd Monday of each Month - Floors 19 and UP.

4th Monday of each Month – Floors 18 to 2nd including Townhouses & Flats.

In the event no one is home, Marlin Exterminating Personnel accompanied by a Security Guard /Employee of The Yacht Club at Portofino will enter the unit with the emergency key provided by the Association's Management Office.

APPLICANT SIGNATURE _____ **DATE** _____

CO-APPLICANT SIGNATURE _____ **DATE** _____

PACKAGE RECEIPT AUTHORIZATION

I, the undersigned authorize the Receiving Department of The Yacht Club at Portofino to accept deliveries for me. I understand that deliveries cannot be accepted for any guests or visitors to my unit unless I make specific prior arrangements with receiving and such guests or visitors are properly registered. I understand that packages will be held for ~~fifteen (15)~~ seven (7) business days only and acknowledge that it is my full responsibility to retrieve packages in a timely manner or make other arrangements for pickup if I cannot personally do so. Should I fail to pick up any package(s) within this allotted time, I herein give permission to have said package(s) placed inside my unit.

I acknowledge and understand that The Yacht Club at Portofino Condominium Association, Inc., provides package receiving as a convenience only. I agree to hold harmless the Association, its employees, agents and assigns, in the event of damage, loss or return of a delivery.

APPLICANT SIGNATURE _____ **DATE** _____

CO-APPLICANT SIGNATURE _____ **DATE** _____

DELIVERIES and/or MOVING

I acknowledge that large/heavy deliveries and moving in/out are to be made through the Receiving entrance (loading dock area) only. Delivery vehicles shall temporarily park in the Receiving Entrance area for garage access during loading and off loading. Commercial vehicles are not permitted in the garage.

ELEVATOR INFORMATION

Hours:	Monday – Friday	9AM to 4:30PM	CAB
	Height		9'4"x4"2"
	Depth		3"2"
	Width		6"5"
	Weight Capacity		2500 Lbs.
	Elevator Dimensions		7'

1. Please provide the Management Office a two (2) week notice of move-in/out date.
2. Submit refundable deposit of $750 in case of any damages.
3. Hours for move in/out and deliveries are from 9:00am to 4:30pm on Monday through Friday. Movers are not permitted to begin in after 2:00pm. Move in activity cannot continue in the interior hallways past 4:30pm.
4. Your name and unit number should be clearly marked on all moving cartons.
5. Make the proper arrangements to be in your unit or have someone available to admit your authorized movers and/or workers. The building staff is not responsible or permitted to provide entry to your unit.
6. No items may be stored, left in the receiving area or overnight storage permitted.
7. Removal of cartons, crates and packing materials must be removed from the property.
8. Trucks moving vans or other oversized vehicles 11 feet or taller in height will not be able to unload at the receiving/docking areas. Notify your deliverers and movers to use an appropriately sized vehicle.
9. Oversized items that will not fit in the elevator will need to be scheduled for transport through Schindler Elevator (See Management Office)
10. As soon as all work has been completed in your unit, please advise management in writing to cancel all previous authorized workers who took part in the moving.
11. If you are hiring a moving company to assist you, the Management Office must have a copy of the Insurance Certificate from the moving company.

Double check with the Management Office that the Receiving Department has been notified of your move and that your move will be given priority for the use of the service elevator. If you have schedule changes, please alert the Management Office as soon as possible.

I hereby agree to indemnify and hold harmless The Yacht Club Portofino Condominium Association, Inc. and its employees or agents for any claim against the Association arising from any situation in connection with this authorization. I have read and understand the delivery/moving procedures at The Yacht Club at Portofino Condominium Association, Inc.

APPLICANT SIGNATURE _____ **DATE:** _____

CO- APPLICANT SIGNATURE _____ **DATE:** _____

THE YACHT CLUB
at Portofino

ELEVATOR RESERVATION REQUEST FORM

MOVE IN/OUT ☐ DELIVERY ☐ OTHER ☐

UNIT: _____ **NAME:** _____

DATE: _____ **TIMES:** ____:_____ **TO** ____:_____

PHONE: _____ **E-MAIL:** _____

MOVING/DELIVERY COMPANY: _____

Please Note

All reservation request forms **MUST** be turned in at least 72 hours in advance.

NO usage of the Freight Elevator will be permitted without proper reservation and deposits on file.

All checks and Insurance Certificates must be made out to The Yacht Club at Portofino.

Checks and Insurance Certificates (COI) must be turned in along with the Reservation Request Form.

Elevator Fee only applicable for Moves & Deliveries needing more than (1) elevator trip.

Deposit: **$750.00** Fee: **$100.00**

We are not responsible for any re-scheduling and/or extra mover fees. No delivery trucks over 11' (feet).

*** No delivery trucks over 11' (feet) or you may risk $1,000. fine from the City of Miami Beach. ***

Freight Elevator times are Monday-Friday from **9:00AM – 5:00PM**.

Management Use Only

Deposit Received: _____ Deposit Returned: _____

Fee Received: _____

Insurance Received: _____ Confirmation: _____

THE YACHT AT PORTOFINO CONDOMINIUM ASSOCIATON, INC.

ADDENDUM TO LEASE AGREEMENT

This Addendum shall serve to modify and/or supplement that certain Lease Agreement dated _____. 20 _____ by and between_____ (hereinafter) "Owner/Lessor(s) OR Owner(s) of the following described unit:

Unit # _____ of The Yacht Club at Portofino, A condominium, according to the Declaration of Condominium thereof recorded in Official Record Book 18784 at Page 2578 of the Public Records of Miami-Dade County Florida. ("Unit").

And _____ (hereinafter "Lessee(s)" or "Tenant(s)".) Notwithstanding anything to the contrary in the aforementioned Lease agreement, the parties hereto agree as follows:

1. The Yacht Club at Portofino Condominium Association, Inc., (hereinafter "Association"), and/or its authorized agent shall have an irrevocable right of access to each unit from time to time during reasonable hours as may be necessary for inspection, maintenance, repair or replacement of any Common Element therein or accessible there from, or for making emergency repairs therein necessary to prevent damage(s) to the common elements or another unit or units.

2. The Lessee agrees not to use the Unit or any portion of the common elements in a manner which violates the provisions of the Declaration of Condominium of The Yacht Club at Portofino Condominium or the By-Laws, Articles of Incorporation or Rules and Regulations of the Association or anything which violates any applicable law, code, ordinance, or regulation of any governmental entity having jurisdiction over the property operated by the Association or interferes with the rights of other residents or the Association.

3. The Association shall have the right to collect, and the Lessee shall have the obligation to pay to the Association all rental payments and apply same against unpaid Assessment, (as defined in the Declaration of Condominium), together with interest, costs, late fees, and reasonable attorney's fees, if and to the extent that the Owner(s)/Lessor is delinquent in the payment of assessments. Owner(s) specifically grants the Association the right to notify Lessee(s) of any failure to pay Assessments or other charges so as to exercise the right contained herein and Lessee(s) shall make payment of all rent to the Association otherwise payable to the Owner(s), without deduction, until such delinquency is satisfied in full, or until the Lease is terminated or expires, whichever occurs first. For so long as Lessee(s) have the obligation to pay rent to the Association, they shall not be in default of their obligations to Owners(s) for the failure to pay rent. Owner(s) release the Association from any liability under any Federal or State Laws regulating debt collection or credit reporting in connection with the exercise of the Association's rights pursuant hereto.

4. The following persons are authorized to occupy the Unit along with the afore named Lessee(s):

_____

No person(s) other than those specifically identified herein shall be allowed to occupy the Unit (except as to guests for not more 48 hours), nor may the Lease be assigned, extended or renewed without prior written approval of the Association.

5. Any violation of the terms of this Addendum, including the failure to pay rent pursuant to paragraph (3), shall constitute a basis for the Association to require that all persons otherwise allowed to occupy the Unit vacate such unit upon five (5) days written notice. The Association shall enforce these right through and eviction action or through injunctive relief and it shall be presumed that the violation of any provisions hereof shall constitute irreparable harm and that the Association has no adequate remedy and would be entitled to a temporary injunction to enforce the requirement to vacate the Unit. In any such proceedings, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

6. Nothing contained in the Lease, this Addendum, or the Condominium Documents shall in any manner:
   (i) Be deemed to make the Association a party to the Lease or this Addendum (except to the extent necessary, if at all, to enable the Association to enforce its right hereunder or under the Condominium Documents).
   (ii) Create any obligation or liability of the Association to Owner/Lessor or Tenant (including without limitation, any obligation as a landlord under applicable law or any liability based on the Association's approval of Tenant pursuant o the Declaration of Condominium, such approval being solely for the benefit of the Association), or
   (iii) Create any rights or privileges of Tenant under the Lease, this Addendum or the Condominium Documents in or as to the Association.

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

OWNERS(S)/LESSOR(S):

_____ _____

Signature **Print Name**

LESSEE(S):

_____ _____

Signature **Print Name**

YACHT CLUB AT PORTOFINO CONDMINIUM ASSOCIATION, INC.

_____ _____

President Signature **Print Name**

THE YACHT AT PORTOFINO CONDOMINIUM ASSOCIATON, INC.
PROCEDURE FOR COLLATERAL ASSIGNMENT OF RENTS

1. When a resident application (to lease a Unit) is presented for processing, the Management Office shall check the current status of the unit owner's account with the Association.

   A) If the account reflects a past due balance, the application shall not be processed unless the account is immediately brought current

(i) Maintenance Fee Payments cannot be accepted by the Management Office, an exception will be make for amount equal to less than one month's maintenance fee, and <u>the only on a one-time basis</u> for purposes of timely lease processing.

   a) All funds must clear the Association's Bank in order for an account to be considered current. For this reason, owners may prefer to send payments via overnight mail to the lockbox address or to contact CSI Management for Click & Pay instructions.

(ii) If a Unit Owner disputes the default, he/she must resolve the matter directly with the Association's Management Company 305-673-4448.

2. All resident applications include a form for Collateral Assignment of Rents. This document must be completed and signed in order for the application to be processed. In the event of a future delinquency on the unit the tenant will be directed to remit rent payments to the Association until the account is satisfied in full.

3. **Authority for Collateral Assignment of Rents for The Yacht Club at Portofino Declaration of Condominium Article 13.3:**
   "... each owner of any Unit by acceptance of a deed therefore or other conveyance thereof, whether or not it shall be so expressed in any such deed or conveyance, shall be deemed to have assigned all rents, issues and profits (the "Collateral Assignment of Rents") on each such Unit to the Association, which Collateral Assignment of Rents shall become absolute upon default of such Unit Owner...

   Definition of Default - The Yacht Club at Portofino Declaration of Condominium, Article 13.3
   "assessments and installments thereof not paid within 10 days from the date when they are due ...

<u>Resident Applications presented for processing must be fully completed.</u> Addresses and contact information are particularly important, especially for new owners. Applications that are incomplete in any way cannot be accepted for processing and will be returned to the originator for completion.

Please allow 5 business days for processing, from the date the Management Office receives the fully completed application.

LESSEE SIGNATURE _____ **DATE:** _____

OWNER SIGNATURE _____ **DATE:** _____

RULES AND REGULATIONS

1. 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; nor shall any carts, bicycles, carriages, chairs, tables or any other objects be stored therein, except in the areas (if any) designated for such purposes.

2. The personal property of Residents must be stored in their respective Units.

3. No articles other than patio-type furniture shall be placed on the balconies patios or other Common Elements or Limited Common Elements, 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, of other portions of the balconies of the Condominium 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 dirt or other substance onto any of the balconies or elsewhere in the Building or upon Common Elements. Cigarette butts shall never be tossed from the Balconies or windows.

5. No garbage, refuse, trash and/or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the company or agency providing trash removal services for disposal or for collection shall be complied with. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

6. No Unit owner or occupant shall make or permit any disturbing noises of any kind by himself or his family, servants, employees, pets, agents, visitors or licensees, nor permit any conduct by such persons or pets that will interfere with the rights, comforts or conveniences of other Unit Owners or Occupants.

7. No Unit Owner or occupant shall play or permit to be played any musical instrument, no operate or permit to be operated a phonograph, IPOD, stereo, television, radio, or sound amplifier in their unit in such a manner as to disturb or annoy other residents. No unit owner or occupant shall conduct or permit to be conducted vocal or instrumental instrument at any time, which disturbs other resident.

8. No sign, advertisements, notices or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in on or upon any part of the Condominium or Association's property, except signs used or approved by the Association. Additionally, no awning, canopy, shutter or other projection shall be attached to or place upon the outside walls or roof of the Building or on the Common Elements, without the prior written consent of the Board of Directors of the Association.

9. Unit Owner or Occupant shall not cause 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 on exterior windows or glass doors of Units shall be subject to disapproval by the Board, in which case they shall be removed and replaced with acceptable items.

10. No flammable, combustible or explosive fluids, chemicals r substances shall be kept in any Unit or on the Common Elements. No open flame barbecue (including propane) is permitted on any balcony or lanai.

11. A Unit owner or occupant who plans to be absent during hurricane season must prepare his Unit prior to his departure by designating a response firm or individual to care for his Unit should a hurricane threaten the Unit or should the unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual. Such firm or individual shall be subject to approval of the Association.

12. Installation of satellite dishes shall be restricted in accordance with the following:
    - Installation shall be limited sole to the Unit or any Limited elements appurtenant thereto, and may not be on the Common Elements
    - The dish shall not be greater than one meter in diameter
    - To the extent that same may be accomplished without:
        - Impairing reception of an acceptable quality signal
        - Unreasonably preventing or delaying installation, maintenance of use of an antenna
        - Unreasonably increasing the cost of installing, maintaining or using an antenna, the dish shall be placed in a location which minimizes its visibility from the Common elements.

13. No window air-conditioning units may be installed by Unit Owners or occupants. 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.

14. 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. All children under the twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing the recreational facilities. Children under the age of 15 are not permitted to enter the exercise room whether or not accompanied by an adult.

15. Pets, birds, fish and other animals, reptiles or wildlife shall neither be kept not maintained in or about the Condominium Property except in accordance with the following, in addition to the applicable terms of the Declaration:

    a. Dogs and cats shall not be permitted outside of their owner's Unit unless attended by an adult and on a leash not more than six (6) feet long. Said dogs and cats shall only be waked on non-association property. In not event shall said dog or cat ever be allowed to be walked or taken on or about any recreational facilities within the Condominium Property except as necessary to transit from the building to the stairs or elevator.

b. Fish or cage domestic (household-type) birds may be kept in the Units, subject to the provisions of the Declaration. Unit owners are required to pick up all solid wastes from their pets and dispose of same appropriately. Fines will be imposed if noncompliant.

16. Every Owner and occupant shall comply with the full version of the Rules and Regulations, any and all rules which from time to time may be adopted, and the provisions of the Declaration, By - Laws, Articles of Incorporation of the Association, as amended from time to time. Failure of Owner or occupant to comply shall be grounds for action which many include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof.

17. 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/her 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:

18. **NOTICE:** The party against whom the fine is sought to be Levied shall be afforded an opportunity to attend a hearing after reasonable notice of not less than fourteen (14) days and said notices shall include:
i. A statement of the date, time and place of the hearing
ii. A statement of the provisions of the Declaration, Association By-Laws, or Association Rules which have allegedly been violated and …
a) A short and plain statement of the matters asserted by the Association
b) Hearing: The non-compliance shall be presented to a Committee of other Unit Owners, who shall hear reasons why penalties should not be imposed. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the committee. A written decision of the committee shall be submitted to the Owner or occupant by no later than twenty-one (21) days after the meeting.
c) Fines: The Board of Directors may impose fines against the applicable Unit/Resident up to the maximum amount permitted by law from time to time.
d) Violations: Each separate incident which is grounds for a fine shall be the basis of one separate fine. In case of continuing violations, each continuation of same after a notice here of is given shall be deemed a separate incident.
e) Payment of Fines: Fines shall be paid no later than (30) days after notice of the imposition therefore. If the fines are not paid within the 30-day window, additional penalties will be imposed and invoked when selling or leasing the unit.
f) Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.

19. **NON-EXCLUSIVE REMEDY:** These fines shall not be construed to e 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. **OCCUPANCY**: No leases for occupancy of less than 30 days can be solicited or permitted. Subleasing is not permitted at any time. Home exchanges are considered a lease and must be for a minimum of 30 days. All units are to be used as a residence only; bona-fide home-based businesses must conform to City of Miami Beach Ordinances.

21. **KEYS AND EMERGENCY ACCESS:** Unit keys may not under any circumstances be left with an Association employee, tenant or agent, for pick up by any individual. Unit keys may not be left in any common area or limited common area. In order to ensure access to a unit in the event of an emergency, thus protecting the welfare of others in the building, the Association shall maintain a key to each unit. No owner or occupant shall change locks or install additional locks unless duplicate keys are provided to the Management Office. If at any time it is found that the management office does not have a current key to a unit, the management reserves the right to have a bonded locksmith make a key for the use of management, with any and all costs to be borne by the owner, without any prior notification by management. Also, if no key is available, the management reserves the right in the event of an emergency, to enter the unit by force if necessary, and shall bear no liability whatsoever for any and all damages incurred.

    a) Unlocking a Unit: In an emergency, a valid and currently registered resident may request Security Staff to unlock his/her unit door. Guests or visitors cannot be granted access by Security to individual units under any circumstance.

22. **VALET PARKING RULES:**

    a) Owners Who Rent Their Unit: Will not be allowed to use their free parking space, (either assigned or valet space), during the rental period. While the unit is rented, the bar codes assigned to the owner, along with the fob will be deactivated for the length of the lease. It will be the owner's responsibility to notify the Management Office when the lessee vacates the premises at the end of the lease.

    b) Barcodes: will now be affixed to the second owned vehicle. All vehicles including motorcycles and or scooters must be registered with the Management Office. Vehicles parked in the lots without barcodes, or not identified as valet parked will be stickered and will need to pay the full parking fees. If not moved, those vehicles will be towed.

    c) Temporary: barcodes will be issued and activated for rental vehicles. Owners should notify the office prior to their arrival if they will be using a rental vehicle and advise the length of the rental.

    d) Any Unit: which has more than two vehicles, (this includes motorcycles and scooters) must pay a fee of $100/month for each additional vehicle if the owner/resident wished to keep them parked in the garage. Barcodes shall be mandatory for each vehicle. These must be affixed to the vehicle. No floating barcodes will be given out.

This is a summary/excerpt of The Yacht Club at Portofino Condominium Association Rules & Regulations. The full version of the Rules and Regulations shall apply to all Owners and occupants even if not specifically so stated in portion hereof.

I/WE have read and understand this summary of the Rules and Regulations, and acknowledge that this is only a summary of the key rules and does not constitute or represent all Rules and Regulations of the Association.
II/WE agree to abide by all Rules and Regulations of The Yacht Club at Portofino Condominium Associations while I/WE reside at The Yacht Club of Portofino.

PRINT APPLICANT'S NAME: _____ SIGNATURE: _____