

VIEW WEST CONDOMINIUM ASSOCIATION, INC. C/O LYNX PROPERTY SERVICES 12595 SW 137TH AVE SUITE 305, MIAMI, FLORIDA 33186

TELEPHONE: 305-251-2234 EXT: 5200
EMAIL: FRONTDESK@LYNXPROPSERVICES.COM
INSTRUCTIONS FOR SALE OR LEASE APPLICATIONS
LISTED BELOW ARE PROCEDURES AND DOCUMENTS
THAT WILL BE REQUIRED FOR APPROVAL OF SALE OR LEASE:

Please complete and sign all required forms. When application package is submitted, it must contain all of the following:

- 1. Completed application forms and affidavits.
- 2. \$100.00 per applicant or married couple, a rush can be requested however at a fee of \$200.00 (applicant must be 18 years and older) non-refundable screening fee payable to Lynx Property Services. Personal checks/cash are not accepted; ONLY money orders.

Foreign Buyers or Renters without a Social Security Number require an additional fee for processing applications. Foreign Applications take an initial 7-10 business day turnaround before the application and interview process can begin. Please see application cost below:

North America (Excluding the USA), South America, Western Europe, and UK – 1 Person is \$150; 2 Persons is \$250. Eastern Europe, Asia, Africa, Oceania – 1 Person is \$225; 2 Persons is \$450.

- **3.** A copy of the lease/purchase agreement (no less then one year for leases).
- 4. Copies of two forms of picture IDs for each resident in the unit.
- **5.** Management company will be doing a credit and criminal background check for all adults (18 years and older).
- **6**. Applications CANNOT be submitted to the Board of Directors less than thirty (30) days before the moving date.
- 7. Parking decals are \$25 each and Pool keys are \$50.00 per key

*** Obtaining occupancy prior to Association approval is NOT allowed. This means the tenant cannot move into unit until they have been approved by the

Association's Board of Directors in writing. ***

Mail or hand-deliver the above to:
View West Condominium Association, Inc.
c/o Lynx Property Services
12595 SW 137th Ave. Suite 305 Miami, FL 33186
Office: 305-251-2234 Ext: 5200

Upon receipt of the completed paperwork, your application will be processed. Please allow at least 30 days for the processing of application.



Restrictions:

- New residents must be approved in written form to the association with ten (10) days in advance notice to move in or out, so that the association can make the proper arrangements.
- Residents are permitted to move into the building between the hours of 9 AM to 6 PM Monday Saturday
- If you are having work done in your unit, it must be done between 9AM 4PM Monday Friday
- All maintenance fees must be current at time of application
- All boxes must be crushed, folded, and taken to the dumpster,
- If sale, buyer agrees to provide the managements company with a copy of the closing statement no later than seven (7) days after closing date
- Occupancy Regulations: NO more than two (2) occupants per room
- Once you are approved by the board, call the management office for parking decal
- THERE WILL ON BE TWO (2) CARS ALLOWED PER UNIT, PLEASE PROVIDE PICTURES OF EACH VEHICLE THAT WILL BE REGISTERED

I certify that I have read and understand the above application and restrictions. Unit #: Subject Property Address:_____ Date: Signature of Applicant:_____ Date: Signature of Co-Applicant: Signature of Owner:_____ Date:_____ Application for Consent to Sale, Lease or Occupancy This application and the attached application must be completed in detail by the proposed buyer, tenant or occupant. Please attach a copy of the sales contract or lease agreement to this application The seller (current owner) shall provide the buyer with a copy of all the documents Processing of this application will begin after all required forms have been completed, signed and in the management's office. Approximate Closing Date:_____ Date: MUST BE COMPLETELY FILLED OUT Owner's name: Telephone: Owner's Mailing Address: Owner's Email:



Tenant Information

a)		b)
NAME,	, AGE AND RELATIONSHIP of ALL o	other family members that will occupy the unit
NAME	AGE	Relationship
1.	I represent to the Board of Directors PURCHASERENTAL	s that the purpose for this application is for:
2.	I hereby agree for myself and on be that we will abide by all the restriction	ehalf of all persons who may use the unit which I seek to purchase/rent ons contained in the By Laws, Rules and Regulations, HOA Documents the future be imposed by the Board of Directors of View West
3. 4.		when guests, relatives or children who are not residents occupy the unitreceived from the current owner a copy of all the HOA documents and
5.	I understand that the acceptance for application and upon the approval of	or purchase of a unit is conditioned upon the truth and accuracy of this of the Board of Directors. Occupancy prior to final approval is prohibited.
6.	Community Association" may cause Board of Directors may deem necesagents to make such an investigation application may be used in such involumental Community Association itself shall I	ctors of View West Condominium here in after referred to as "The e to be instituted such as an investigation of my background as the ssary. Accordingly, I specifically authorize the Board of Directors or their on and agree that the information contained in this and the attached vestigation, and that the Board of Directors of and Officers of the be held harmless from any action or claim by me in connection with the erein or any investigation conducted by the board.
	will be given for any action taken by	vare that the decision of the Board of Directors will be final and that no the Board of Directors. I agree to be governed by the determination of
Signatu	ure of Applicant	Signature of Co-Applicant



The <u>COMPLETED</u> package must be submitted to the association (in person only), whose name and address appears below, at least thirty days (30) days prior to desired occupancy or closing. Please note that incomplete applications will not be processed, nor will we provide copies of documents.

Lynx Property Services

12595 SW 132 AVE, #305

Miami, FL 33186

Telephone: (305) 251-2234 Ext 5215 / 5200

- This home may not be occupied or used for storage of the applicant's personal property without their prior written certificate of approval being issued by the association.
- Prior to moving in, all applicants shall be required to attend and "Interview Meeting" at such time as may be scheduled by the association.
- All leases entered must be with a term not less than one (1) year and any lease renewals are subject to be reviewed and approved by the Board of Directors.
- Moving hours are; Monday Saturday from 8:00 A.M. to 5:00 P.M. Residents may
 NOT move in on Sundays or Legal Holidays
- Tenants/Homeowners may not sublease, sub-rent or assign leases to a 3rd party without prior approval of the homeowner & association.
- <u>Incomplete Packages</u> (missing payment, information, signatures or initials, blank fields, copies of illegible documents) will not be accepted for process.
- Background screening for International Applicant (No Social Security Number) may take an additional (2) Two Weeks turnaround time to complete
- The office does not accept application via email or postal service. The package must be brought in person with a representative or applicants. The application will not be processed until the association or its authorized agent receives the required information and fees listed above.



TYPE OR PRINT THIS FORM MUST BE LEGIBLE IN ORDER FOR APPLICATION TO BE PROCESSED

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APPLICANT'S INFORMATION

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EMPLOYMENT

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Spouse/Co-applican	t:		Date: _	
Co-signer:			Date: _	

Second co-signer:

Owner/Leasing Agent:

Date: _____

Date: _____

Rules and Regulations View West Condominium

VIEW WEST CONDOMINIUM RULES AND REGULATIONS

DOCUMENTATION

- 1. The Rules and Regulations of View West Condominium are based on and rely upon the following documents:
 - a) The Condominium act. of the State of Florida, Chapter 718, Statutes of the State of Florida, 1976, as amended.
 - b) The Declaration of View West Condominium as amended.
 - c) The By-Laws of View West Condominium as amended.

COMPLIANCE

All unit owners, their tenants, families, guests, employees and any other persons who may in any manner use the building or the grounds shall be bound by and shall comply strictly with the provisions of the Declaration, the By-Laws, and the House Rules as set forth hereinafter, and all agreements, decisions and determinations of the Association as lawfully made or amended from time to time. Failure to comply with any of the aforementioned documents shall be grounds for assessment of penalties up to and including \$100.00 per day and for an action to recover sums due for negligence or damage or for injunctive relief by the Association, or in a proper case, by an aggrieved unit owner.

COMPLAINTS AND NOTICES

Complaints regarding the management of the condominium units and grounds or regarding actions of other owners shall be made in writing to the Association. In the event of a complaint filed against a unit owner, our management company will notify the unit owner, against whom the complaint has been filed, requesting said unit owner to correct the situation. If the unit owner fails to comply, the management company will notify the offending unit owner to appear before members of the Board of Directors. Decisions may be appealed by either party to the Board of Directors of the Association. The decision of the Board of Directors shall be final and binding upon all parties

EXPENSE OF ENFORCEMENT

Every unit owner shall pay to the management company promptly on demand all fines, penalties, costs and expenses including reasonable attorneys' fees incurred by or on behalf of the Association in collecting any delinquent assessments against such unit thereof for enforcing any provisions of the Act, the Declaration, the By-Laws or the House Rules against such owner or any occupant of such unit.

REVOCABILITY OF APPROVAL

Any consent or approval given under these rules and regulations by the Association shall be revocable by the Board of Directors.

AMENDMENTS

These rules and regulations may be modified, added to, amended or repealed at any time by the Board of Directors.

BALCONIES

- 1. Watering of plants, sweeping and mopping of balconies shall be done so as not to bother persons residing in lower or adjacent units.
- 2. Waterproof containers shall be placed under all flower pots.
- 3. No plants, pots or any other loose objects shall be kept or maintained on the ledge of any unscreened balcony. Hanging plants should be secured within the balcony area.
- 4. No clothes, sheets, blankets, laundry, or any kind of articles shall be hung or exposed on any part of the Common Elements, Limited Common Elements, or any part of the exterior of a Building. There shall be no conversation from the balcony to any individual not within the unit.
- 5. No storage in balcony. Example: brooms, mops, coolers, boxes, kennels, cages, tool boxes, building material, hanging clothes, toys or bicycles.
- 6. CHAPTER 28-SECTION 5 OF THE DADE COUNTY FIRE CODE SPECIFICALLY PROHIBITS OUTDOOR COOKING ON BALCONIES IN MULTIPLE STORY BUILDINGS, EITHER BY COAL, GAS, ELECTRICITY OR ANY OTHER MEANS.

 ANYONE VIOLATING THIS LAW IS SUBJECT TO A \$500.00 FINE TO BE IMPOSED BY THE DADE COUNTY FIRE DEPARTMENT. BBQ may only be kept in the first-floor terrace at least 10 feet away from the building structure.

COMMON ELEMENTS

- 1. The Common Elements and Limited Common Elements shall be kept free and clear of rubbish, debris and any other item or unsightly materials and shall not be obstructed, littered, defaced or misused in any manner.
- 2. It is forbidden for any resident to walk in the common areas without shirt, in bathing attire or barefoot
- 3. No riding bicycles, roller skating, skateboarding, playing ball in the parking lot or common areas.
- 4. Residents are not allowed to move in or out on Sunday. Moving Hours are Monday to Saturday from 8:00 am to 7:00 pm.
- 5. No shopping carts allowed in the parking or to be brought inside the Association.
- 6. No wasting water allowed, including watering plants excessively with a hose, and **no washing cars**. All hoses must have nozzles with automatic shut-off to prevent excessive water waste.
- 7. No radio or television installation or other wiring shall be placed attached outside the property without the prior authorization from the Association. Any antenna or aerial erected or installed on the exterior walls of a unit or on the limited common elements or commons elements of the condominium which incudes the roof, without the consent of the Association, shall be removed without notice to the owner by the Association and the cost will be charged to the unit owner for whose benefit the installation was made. f

PARKING AND PARKING STALLS

- Assigned parking stalls (RESERVED) are for the exclusive use of the individual resident for the unit. Limited to 1 Reserved space per unit. They may not be occupied or used by others, except with the permission of the owners and notice to management.
- 2. All vehicles parked in the parking lot must have a valid parking decal or temporary authorization. No exceptions.
- 3. A maximum of two cars / decals per unit is allowed. One car is to be parked in the Reserved space and the second vehicle may park in a visitor space. Visitor spaces are available on a first come first serve basis.
- 4. Visitor spaces are required to have both items, decal and 2nd vehicle tag to avoid residents from parking both their vehicles in visitor spaces.
- 5. Management reserves the right to revoke any parking authorization, if misused or used in a vehicle other than the one it was assigned to.
- 6. The DECAL must be attached on the front windshield, driver's side, lower portion, as to be completely visible from the outside.
- 7. Both, the DECAL number and the LICENSE PLATE number of your vehicle will be associated and entered in a database. If you change the LICENSE PLATE of your vehicle, or you change your vehicle, please contact the Management Company to update your information in our database and obtain a new decal.
- 8. No abandoned vehicles allowed (Example: missing license plate, expired tag, with flat tires, unacceptable condition, not drivable or not street legal allowed).
- 9. Any vehicle found in the property leaking oil, antifreeze or any other contaminant fluid will be given a WARNING. After 24 hours of the initial WARNING the vehicle will be towed.
- 10. Cars should be centered between the lines and against the forward bumper. They shall not protrude beyond the stalls in such a manner as to block the ingress and egress of others.
- 11. Parking is strictly prohibited on the side of the road, fire lanes, grassy areas, unit owner entrance, intersections, blocking stairwells, roadways or in front of dumpsters.
- 12. No vehicles cover or tarps allowed.
- 13. Parking areas shall not be used for any mechanical work on vehicles except in an emergency, such as changing a flat tire, replacing a battery, adding fluids. No tire rotation, no changing breaks or oil in the parking lot.
- 14. Vehicles parked in the lot may not be loaded with debris, bulky waste, construction materials or other items.
- 15. Maintain a 10-mph speed limit while in the condominium common areas or roads.
- 16. No person may sleep inside a vehicle or use a recreational vehicle as a home in the parking lot.
- 17. No boats, vessels, RV campers, trailers or commercial vehicle parking will be allowed <u>at any time</u>. Moving trucks may not be parked overnight and commercial vehicles doing work in a particular unit, shall have prior written authorization from Management or the Board of Directors. (Example of commercial vehicles: displaying advertisement or signs, work equipment such as racks, ladders, certain tonnage).
- 18. Vehicles parked in visitor spaces shall have a 24-hour limit in the same space and shall be moved immediately thereafter.
- 19. Gas powered vehicles are not allowed to be brought inside the terraces, patio or any unit at any time.
- 20. Owner of units, lessees, their employees, servants, agents' visitors and licensees and the owner's family will obey the parking regulations and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the owners.
- 21. The Association reserves the right to remove any vehicle illegally parked or in violation of any of the rules and regulations herein or posted on the property, at the vehicle owner's expense. This is pursuant to the provisions of Chapter 715.07 of the Florida Statutes.
- 22. The Board, Management or their designee are expressly authorized and directed to cause any vehicle to be removed.

PETS

- 1. Pets are defined as: Cats, Dogs, Birds and Tropical Fish. No livestock or poultry permitted anywhere on the property at any time.
- 2. No more than two (2) pet is allowed per unit, tropical fish and birds inside the unit excluded.
- 3. No pet should exceed 25 lbs. in weight at mature growth.
- 4. No pets (domesticated or not) should be maintained or left alone outside on the balcony or patio.
- 5. No excessive noises/barking will be tolerated including vicious, unpleasant or disturbing pets.
- 6. All pets must be leashed at all times when outside the unit. Leash may not exceed 6 feet in length.
- 7. Owners must clean-up after their pet at all times in the limited or common areas.
- 8. Residents who keep a pet in their unit shall hold the association harmless against any and all claims, debts, demands, obligations, cost and expenses which may be sustained or asserted against the Association and / or its Board of Directors, because of any such acts their pet may commit in or about the condominium property. The Association reserves the right to request vaccination records on an annual basis.
- 9. Unit owners will be responsible for the repairs of any and all damages caused by a pet in their unit.
- 10. Pets are NOT allowed in the following areas: Recreation Room, Pool or Pool Area.
- 11. No feeding of any kind is permitted within the limited or common areas.
- 12. Any pet that constitutes a nuisance in the opinion of the Board is subject to removal from the property at the owner's expense.

POOL AND POOL AREA

- 1. Pool Hours are from Sunrise to Sunset
- Children under 12 years of age are not permitted to use the pool unless they are accompanied by an adult (a person at least 18 years of age). Small children should be protected by wearing a life vest, water wings, "bubbles" or other approved life-saving devices.
- 3. No surfboard or floats are permitted in the pool or pool area.
- 4. Excessive noise, playing ball or horseplay in the pool or pool area is prohibited.
- 5. No food is permitted inside the pool area.
- 6. Beverages are permitted in the pool in unbreakable containers. No glass containers are allowed in the pool area. No alcohol is permitted.
- 7. Only bathing attire is allowed in the pool.
- 8. All posted rules and regulations in the pool area are to be strictly observed. Please Note: Only 4 guests per unit are permitted in the pool area.
- 9. The swimming pool and pool area is to be used solely for condominium residents and their invited guests. Those who swim in the pool and utilize the other recreational facilities as well as those who swim in the lake, shall do so at their own risk, and the Association shall not be liable for any personal injury, loss of life, property loss or damages in any way caused or arising from the use of the recreational facilities.
- 10. Life preservers are for emergency use only and are not to be removed from the pool area.
- 11. All persons shall comply with the requests of the Management Company and members of the Board of Directors respecting matters of personal conduct at or around the pool and recreational area. THE MANAGEMENT COMPANY OR MEMBERS OF THE BOARD OF DIRECTORS ARE AUTHORIZED TO REMOVE FROM THE POOL AREA ANY VIOLATORS OF THESE RULES AT ANY TIME.

QUIET HOURS

(Metro-Dade Ordinance 021-28)

- 1. Owners and occupants are requested to observe the following quiet hours during the following periods: 11:00 P.M. to 7:00 A.M. the next day
- 2. All occupants shall exercise extreme care about making noise or in the use of musical instruments, radios, televisions and amplifiers that may disturb other occupants.
- 3. During the guiet hours, there shall be no noise audible outside one's apartment.
- 4. In the parking areas, excessive noise, loud talking, slamming of doors, racing of engines, loud exhaust and the use of horns may result in fines as defined in the above ordinance.

REFUSE DISPOSAL

1. All waste material and refuse shall be placed in plastic bags and tied before being placed in the dumpster.

- 2. If cartons or other containers are too large, then it is the owner's or tenant's responsibility to remove said cartons or other containers from the property or flatten then and place inside the dumpsters.
- 3. No inflammable or volatile materials, batteries, paint or chemicals shall be thrown inside the dumpsters.
- 4. No bulky trash shall be left by the dumpsters or common elements including furniture, appliances, televisions, large boxes and any other item not allowed by the Miami Dade County.
- 5. No construction materials shall be disposed off inside the dumpsters. These must be removed from the property by the unit owner who is performing the improvement on their home.

SALE OR LEASE OF UNITS IN VIEW WEST

- 1. If you are planning to sell or rent your unit. You must contact the Management Company and notify them of your intentions. They will provide you with the proper form and instructions as to screening procedures.
- 2. Management will provide the proper form and instructions as to screening procedures. Copies of the following documents are required: Lease/ Purchase contract, Driver's License, Social Security, Vehicle Registration, Insurance and Paystub.
- 3. Applications must be received fifteen (15) business day prior to desired occupancy or closing date.
- 4. UNDER NO CIRCUMSTANCES WILL A NEW OWNER OR TENANT MOVE INTO A UNIT PRIOR TO WRITTEN BOARD APPROVAL.
- 5. Any individual or guest of a unit owner or tenant who is in a unit for more than 15 days must be screened.
- The maximum number of residents per unit is as follows: One bedroom, 2 residents; 2 bedrooms, 4 residents; 3 bedrooms, 6 residents.
- 7. All leases shall be for a period of one year from date of original agreement.
- 8. All new tenants (owners or lease) must be screened irrespective of terms of lease, sale or transfer and subject to approval.

UNITS

- 1. Other than the United States flag respectfully displayed, nothing, including, but not limited to radio or television antennas, signs, notices or advertisements, awnings, curtains, shades, window guards, light reflective materials, hurricane shutters, ventilators, fans or air conditioning devices or items shall be attached or affixed to the exterior of unit or balcony or exposed or projected out of any window, door or balcony of any Unit without the prior written consent of the Association. The consent of the Association to all or any of the above may be withheld on purely aesthetic grounds within the sole discretion of the Board of Directors of the Association.
- 2. Acceptable window treatments include: wood blinds, curtains, drapes and vertical blinds. No newspaper, aluminum foil, or any other type of covering is permitted. Any windows covering as may be determined by the Board of Directors to be offensive, or an eyesore to the exterior appearance of the building will be requested to be removed.
- 3. The Board shall have the power to mandate the immediate removal of any non-conforming product(s)
- 4. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed, in, or upon any part of the Condominium unit, limited common elements or Condominium property by any unit owner or occupant without written permission by Condominium Association. The foregoing includes signs within a unit which are visible from outside the unit and the foregoing includes poster, advertisements, or circular upon the Condominium property, including common elements, limited common elements units or vehicles parked upon the Condominium property, and distributing advertisements or circular to units within the Condominium or posting of same upon the condominium property.
- 5. No awning, canopy, shutters or any other such device shall be attached to or placed upon the outside walls, windows or roof of the condominium or any unit without Architectural approval.
- 6. No inflammable, combustible or explosive fluids, chemicals or substances shall be kept in any unit or limited common elements.
- 7. Mini split or window air conditioning units are NOT permitted.
- 8. Holiday decorations will be allowed and must be removed within one week after the end of the season.
- 9. Resident who plan to be absent during the hurricane season must prepare their unit prior to their departure by complying with the procedures issued by the Association, and installing plywood, accordions or shutters upon notification of a hurricane warning. These must be promptly removed within 72 hours after the end of the season for that year.
- 10. Units shall be used for residential purposes, as a single-family dwelling, and for no other purpose. Units may NOT be used for business or any commercial use whatsoever.
- 11. Each owner is responsible for the maintenance and upkeep of their balcony, terraces and patios. This includes regular cleaning, replacing of the wood, mowing the grass and trimming trees, removing palms fronds and coconuts from the palms. All touch up paint shall conform with the community aesthetics from the approved colors obtained from Management.

CONSTRUCTION & UNIT UPGRADES

1. Unit owners planning to make upgrades / renovations / alterations to the interior / exterior of their unit, must contact the Management Company, and submit an Architectural/Modification Form depending on the type of improvement.

- 2. After filling out this form with the description of the work to be done, it must be delivered to the management for the approval by the Board of Directors prior to commencement of any work; otherwise resident may be fined.
- 3. You MUST include attached to the form: Contractor's license and insurance and copy of necessary permits.
- 4. You are responsible for obtaining any necessary permits from the appropriate building and zoning departments.
- 5. It is the responsibility of the unit owner to make sure that ALL DEBRIS IS REMOVED FROM THE CONDOMINIUM BY THE CONTRACTOR, and the Association common area cleaned daily while the construction is being done.
- 6. Access to areas of construction are to be made exclusively through the owner's unit and the unit owner will be responsible for any damages incurred to common property, other property and personal injury as a result of this modification as well as any additional maintenance cost that may be incurred.
- 7. In the event of an accident, the Association will hold the unit owner(s) personally liable for any and all claims, injuries and defense cost.
- 8. All installations will be of professional design, quality and material.
- 9. Construction and up-grades are ONLY to be done during the hours of Monday through Friday from 8 am to 5 pm and Saturday 9 am to 1 pm.
- 10. No modifications may be done to the common areas or limited common areas (balconies, parking, etc.) included but not limited to the installation of tile on balcony, bike racks on parking, changing light fixtures on balcony, installing cameras outside the unit boundaries without written approval of the Association.
- 11. No unit owner or occupant of a unit shall install wiring for electrical or telephone installations, nor install any type of television antenna/dish, machinery or air conditioning equipment, etc., except as authorized in writing by the Board of Directors of the Association through an ACC form. Satellite dish will only be permitted to be installed on a tripod and may not be affixed to the exterior walls or roof.

ASSOCIATION VENDORS:

- 1. No unit owner or resident shall interfere, direct, supervise or in any manner attempt to assert control over the employee(s) and or contractor(s) of the Association.
- 2. Employee(s) / contractor(s) of the Association are not to be utilized for personal errands.
- 3. Employee(s) / contractor(s) of the Association shall not be sent out of the building by any resident at any time for any purpose.
- 4. The Board of Directors shall be solely responsible for directing and supervising association personnel, except to the extent such responsibility may be delegated to the Association's manager.