

España Villas Condominium Association, Inc.

Application for Consent to Lease or For Sale

This application form is fully completed to include, a copy of all proposed sales/rental contracts, a photocopy of picture ID, a photocopy of valid unexpired auto registration, Three (3) letters of recommendation for each applicant over the age of 18, an original police report for each applicant over the age of 18, and a cashiers check or money order for the application fee, must be received by the Management office, at the address below, **no less than ten (10) working days before** the date action is desired of the Association. The Board of Directors will have ten days after the interview of an applicant.

****Missing or incomplete information will cause the application to be returned without action. ** Fees: (NON-REFUNDABLE)**

■ **Application Fee: Money Order or Cashier's Check:**

\$150.00 Per Person (except husband/wife or parent/dependent child under the age of 18).

\$175.00 Per Married couple

Payable to VTE Consulting, LLC
1840 W. 49 Street, Ste 233, Hialeah, FL 33012

*******no application will be considered and will be automatically denied if a national background check and full credit report cannot be conducted**

ONCE THE SALE IS FINAL, IT IS IMPERATIVE THAT YOU FORWARD US A COPY OF THE WARRANTY DEED AND SETTLEMENT STATEMENT INDICATING THE DATE OF CLOSING AND NAME(S) OF THE NEW OWNERS). Without this information we cannot update our system.

Please note application takes from 20-25 business days. If you would like to rush 5-10 business days there is a rush fee of \$100.00.

Print Name	Applicant Signature	Date
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Vte consulting LLC, 1840 W 49th street Hialghi, FL 33012

Email: info@vteconsultingllc.com or office@vteconsultingllc.com

APPLICATION MUST BE COMPLETED IN FULL BY PROSPECTIVE TENANT(S) OR BUYER(S)

Rush: Yes ___ No ___ (additional fee required)

- 1) ___ Fully completed application.
- 2) ___ \$150.00 Money Order or Cashier's check per applicants over 18 years old.
- 3) ___ \$30.00- Money Order or Cashier's check per applicants over 18 years old.
- 4) ___ Three Personal Reference Letters per applicant over the age of 18.
- 5) ___ U.S. Government Issued Photo ID per applicant over the age of 18.
- 7) ___ Copy of Executed Lease or purchase contract- Must be fully executed
- 8) ___ Sales Only. Please provide proof of income.
- 9) ___ Copy of License (if you are registering a vehicle with the association)
- 10) ___ Copy of vehicle registration (if you are registering a vehicle with the association)
- 11) ___ Copy of vehicle insurance (if you are registering a vehicle with the association)
- 12) ___ Signed and Acknowledgment receipt of Rules and Regulations.

VTE Consulting LLC, 1840 West 49 Street, Ste 233, Hialeah, FL 33012, 305-603-7879

Application and Documentation received (Date) _____ By (representative) _____

Restrictions:

- New Residents must be interviewed and approved by the Association, with ten (5) days in advance notice to move in or out.
- Residents are permitted to move into the building between the hours of 8:00 A.M. - 5:00 P.M. Monday through Friday.
 - If you are having work done in your unit it must be done between the hours of 8:00 A.M. - 5:00 P.M. Monday through Friday.
 - All maintenance fees must be current at the time of application.
 - All boxes are to be crushed and folded taken to the dumpster in the parking area and placed in the garbage container.
 - **If sale, the buyer agrees to provide the Management Company with a copy of the Closing Statement no later than seven (7) days after the closing date. If a lease you must provide a copy of the lease agreement.**

I certify that I have read and understand the above application and

restrictions: Unit#: _____

Signature of Applicant: _____ Date: _____

Signature of Owner _____ Date: _____

Application for Consent to Lease or For Sale

- This application and the attached Application for Occupancy must be completed in detail by the proposed Buyer/Tenant • Please attach a copy of the Sales Contract to this application or rental agreement.
- The Seller (current owner) shall provide the Buyer with a copy of all the Condominium documents. • Processing of this application will begin after all required forms have been completed, signed, and in the Management's office.

Application For: Lease _____ OR Sale _____

Applicate #1

First Name: _____ Middle Name _____ Last Name _____

Social Security# _____ D.O.B _____

Driver License # _____ D.L. State _____

Phone Number # _____ Atl. Phone: _____

Email: _____

Employment of Applicant One

Employment By: _____ Phone number _____

Position: _____ How Long at Present Job: _____

Address _____

Have you ever been arrested or convicted of a crime? Yes or NO

Dates: _____ County /State: _____ Convicted in _____ Charges _____

VTE Consulting LLC, 1840 West 49 Street, Ste 233, Hialeah, FL 33012, 305-603-7879

Applicate #2

First Name: _____ Middle Name _____ Last Name _____

Social Security# _____ D.O.B _____

Driver 'License # _____ D.L State _____

Phone Number # _____ Atl. Phone: _____

Email: _____

Employment of Applicant #2

Employment By: _____ Phone number _____

Position: _____ How Long at Present Job: _____ Address _____

Have you ever been arrested or convicted of a crime? Yes or NO

Dates : _____ County /State: _____ Convicted in: _____ Charges _____

Applicate #3

First Name: _____ Middle Name _____ Last Name _____

Social Security# _____ D.O.B _____

Driver 'License # _____ D.L State _____

Phone Number # _____ Atl. Phone: _____

Email: _____

Employment of Applicant #2

Employment By: _____ Phone number _____

Position: _____ How Long at Present Job: _____ Address _____

Have you ever been arrested or convicted of a crime? Yes or NO

Dates : _____ County /State: _____ Convicted in: _____ Charges _____

Emergency Contact

Name: _____ Relationship _____ Phone _____

Name _____ Relationship _____ Phone: _____

Vehicle Information

1. Make : _____ Year: _____ Color: _____ Tag: _____

2. Make: _____ Year : _____ Color: _____ Tag: _____

Children Under 18 years of age:

First Name _____ Last Name _____ Age _____

First Name _____ Last Name _____ Age _____

First Name _____ Last Name _____ Age _____

Pet's Information

Name _____ Type _____ Weight _____ Tag _____

Wight: _____ Vaccine number: _____

RENT INTERCEPTION

The Condominium Act was amended effective July 1, 2010 to allow an Association to demand that a tenant in possession must pay any future monetary obligation related to unit, i.e. rent, directly to the Association.

Fla. Stat. & 718.166(11)

(11)(a) If the unit is occupied by a tenant and the unit owner is delinquent in paying any monetary obligation due to the association, the association may make written demand that the tenant pay to the association the subsequent rental payments and continue to make such payments until all monetary obligations of the unit owner related to the unit have been paid in full to the association. The tenant must pay the monetary obligations to the association until the association releases the tenant or the tenant discontinues tenancy in the unit. Pursuant to section 718.116(11), Florida Statutes, the association demands that you pay your rent directly to the condominium association and continue doing so until the association notifies you otherwise.

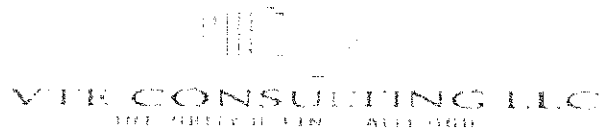
This is commonly known as "rent interception", and if the tenant fails to comply, the tenant may be subject to eviction. The statute allows the association to demand the "tenant pay to the association the subsequent rental payments and continue to make such payment until all monetary obligations of the unit owner related to the unit have been paid in full to the association." The rent interception statute provides the association a tool to preclude an owner, who is often in foreclosure, from pocketing the rent obligation while shorting the owner's obligation to the association.

As an owner you understand 10% of the rental interception amount is collected as a processing fee for efforts made. Also, you understand that a \$25.00 fee for each notice posted/mailed is also charged to you.

You understand the law that has been stated above and will adhere to such recourse if needed.

Applicant Signature: _____ Date: _____

Print Name: _____



DISCLOSURE AND AUTHORIZATION AGREEMENT DISCLOSURE

A Consumer report and/or investigate consumer report including information concerning your character, employment history, general reputation, personal characteristics criminal record, education, qualifications, motor vehicle record, mode of living, credit and/or indebtedness may be obtained in connection with your application for and/or continued residence. A consumer report and/or an investigate consumer report may be obtained at any time during the application process or during your residence. Upon timely written request of the management, and within 5 days of the request, the name, address and phone number of the reporting agency and the nature and scope of the investigative consumer report will be disclosed to you. Before any adverse action is taken, based in whole or part on the information contained in the customer report, you will be provided with a copy of your rights under the Fair Credit Reporting Act.

AUTHORIZATION

This requested information will be used in reference to my (our) Purchase/Rental/Lease Application. I/We hereby authorize you to release any and all information concerning my/our Employment, Banking, Credit, and Residence information to:

**VTE Consulting LLC
1840 W 49th Street Suite#233
Hialeah, FL 33012**

I/We hereby authorize VTE Consulting LLC. to investigate all statements contained in my/our application, if necessary. I/We understand that I/We hereby waive any privileges I/We may have regarding the requested information by releasing it to the above-named party. A copy of this form may be used in lieu of the original.

READ, ACKNOWLEDGED AND AUTHORIZED

Applicate Name _____

Applicate Signature _____

España Villas A Condominium Association, Inc.

W 41/42 Street, W 18 Avenue - Hialeah, FL 33012

RULES AND REGULATIONS

FOR RENTING APARTMENT

CONTRACTS FOR RENTING IN *ESPAÑA VILLAS, A CONDOMINIUM ASSOCIATION, INC.*, MUST BE FOR A MINIMUM PERIOD OF ONE YEAR.

ALL FUTURE TENANTS SHOULD GO THROUGH THE SCREENING PROCESS REQUIRED BY THE *ESPAÑA VILLAS, A CONDOMINIUM ASSOCIATION, INC.*

PHOTOCOPY OF DRIVER'S LICENSE FOR EACH ADULT.

- PERSONAL REFERENCE AND BACKGROUND.

- PAY BY MONEY ORDER THE \$150.00 APPLICATION FEE TO *VTE CONSULTING LLC*

- A COPY OF A CONTRACT OR LEASE.

PETS MUST BE LISTED, HEREINAFTER LEASED.

THE TENANT SHOULD ABIDE BY ALL RULE AND REGULATIONS ESTABLISHED BY THE BOARD OF DIRECTORS OF ESPAÑA VILLAS, A CONDOMINIUM ASSOCIATION, INC.

THE ASSOCIATION HAS RIGHT TO CANCEL THE CONTRACT OF LEASE AT ANY TIME IF ANY DEFAULT IS MADE IN THE PERFORMANCE OF OR COMPLIANCE WITH ANY OTHER TERM OR CONDITION HEREOF BY THE RULES AND REGULATIONS IN THE BUILDING

MOVING IN PRIOR TO APPROVAL SHALL BE GROUNDS FOR DENIAL.

PRINT NAME: _____

SIGNATURE: _____

UNIT: _____

DATE: _____

España Villas A Condominium Association, Inc.

W 41/42 Street, W 18 Avenue - Hialeah, FL 33012

ADDENDUM TO LEASE AGREEMENTS

A lease agreement was heretofore entered into on the _____ day of _____, by the Lessor _____, and the Lessee _____, encompassing premises located at 41/42 Street 18 Avenue of West in Hialeah, Unit Number _____, Hialeah, FL. 33012. Provision herein is made for the approval of said lease by the España Villas, A Condominium Association, Inc., conditioned upon full compliance herewith. The attached lease shall be wholly void unless this addendum is executed by the Lessor, the Lessee, and the Association and the monies stated below are paid to the Association. This document shall add to or amend said lease in the following manner, and shall supersede any terms or conditions therein conflicting herewith.

1. The Lessee acknowledges the receipt from the Lessor of a copy of the Declaration of Condominium, the Bylaw, including any amendments thereto, and various rule and regulations duly created by the Association herein.

2. The Lessee agrees to abide by the foregoing instruments and to faithfully comply with all future amendments thereto and/or additional rules and regulations duly passed by this Association.

3. The Lessor or the Lessee (as they may choose between them) shall be responsible for any damage caused while the Lessee is moving in or out of the building and also to cover any other claims or damages that become due as a result of the tenancy herein.

4. In the event the Lessor shall fail to pay any maintenance, special assessments duly issued or any other monies legally due the Association. The Association shall give written notice of such delinquency to both Lessor and Lessee. If the monies due are not paid by Lessor to the Association within ten (10) therefrom, the Lessee shall pay from the next rent monies due, sufficient monies to the Association to satisfy such claims. The failure of the Lessee to so comply will permit the Association to cancel this lease and seek an eviction of the Lessee.

In all other respects the said attached lease agreement shall remain binding and this document shall be incorporated therein and considered a part thereof.

Date this ____ day of _____, 20__.

Lessee:

Lessee:

Date this ____ day of _____, 20__.

Lessor:

Lessor:

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GENERAL RULES AND REGULATIONS

If everyone cooperates, these Rules and Regulations will help assure full enjoyment of all our facilities and make España Villas, A Condominium Association a desirable place in which to live.

These Rules and Regulations have been compiled and adopted by the Board of Directors to serve as a guide for the administration of our Association. These Rules and Regulations may be altered and/or amended from time to time as deemed, revised and/or changed in any matter whatsoever in the future. The Exhibit "A", Appendix X - B & C said: An officer of the Association shall have authority to act for the Association. The powers and duties shall include those set forth in the By-Laws referred to in the article IX and by the Section 718.111 of the Condominium Act.

In addition, the Condominium Association is empowered to adopt from time to time and to enforce Rules and Regulations respecting the use of the Condominium property by the Section Two, Appendix 2.4 (Off. Rec. 12826, Pg. 1358).

The Board reserves the right to make additional Rules and Regulations as may be required from time to time without consent of the Condominium Association and its members. These additional Rules and Regulations shall be as binding as all other Rules and Regulations previously adopted.

Each unit owner or lessee shall receive a copy of the Rules and Regulations to which they are required conform. Thus, lack of knowledge cannot be used as an excuse in the event of any breach of these Rules and Regulations.

Use and Occupancy.

The live-in resident of any unit, at any time will be limited as follows:

Pets: If any pet becomes annoying to other owners by barking or otherwise, the unit owner in whose unit the animal is kept shall immediately cause the problem to be corrected. If the problem is not corrected, upon written notice by the Board, such unit owner shall either no longer be able to keep the animal in his unit or shall be required to take such other steps as the Board may direct.

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No pets shall be permitted upon any portion of the common elements at any time except under leash and make sure that you clean up after their mess. A unit owner must register all permitted pets with the Condo Association.

Nothing can be hung or placed outside of the Unit window or balcony or elsewhere on the exterior of the buildings without the consent of the Condominium Association.

Obligation of the Members (Section XXII, Off. Rec. 12826, Pg. 1371)

Other Obligations and duties for every unit owner:

- Not use or permit the use of the unit for any purpose other than as a single-family residence for himself, his family and social guest, and maintain the unit in a clean and sanitary manner.
- A cat or dog may be kept by a unit owner on the premises but only if such animal does not cause a disturbance on the condominium property.
- Not permit or suffer to permit anything to be done that will increase the insurance rates on his villa or the common elements, or use which will obstruct or interfere with the rights of other members or annoy them by unreasonable noise or otherwise; nor shall a member commit or permit nuisance, immoral or illegal acts in his unit or in the common elements.
- Any yard, ground, fenced area or other designated by the survey or plot as a limited common element. Each unit owner shall have the right to exclusive use of their yard and fenced in area and shall be responsible for the maintenance, care, preservation and replacement of the fencing or other enclosure surrounding each unit's yard space.
- **Commercial usage**: No Condominium Unit, whether owned or leased, may be used to conduct any trade or business.

Responsibility to obey the Rules and Regulations.

Every owner, lessee and their guest shall observe all laws, ordinances and regulations now or hereafter enacted by this Association. The Association has the right to obtain and enforce observance of the Rules and Regulations in order to protect the well-being and property.

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General Conduct: Improper conduct will not be tolerated in common areas.

Alcoholic beverages: It is prohibited to consume alcoholic beverages in common areas.

Prohibitions:

- No playing, roller skating, bicycling, scooters or rope jumping in parking areas and hallways.
- Mechanical works, oil changes, and all types of motor vehicle repairs are prohibited, excluding emergency repairs such as changing a battery or changing a flat tire.
- Vehicles that have an oil leak, vehicles that leak any fluid which damages the asphalt will be towed with the owner responsible for all expenses.
- It is prohibited to use car radios with a high volume in the parking lot.
- It is prohibited to throw water in the balconies unless it is raining.
- It is prohibited to cook in the balconies and terraces.
- It is prohibited to have liquid flammables or explosives inside the Unit, balconies or limits of the building.
- No unit owner, tenant or guest shall play a stereo, radio, television, musical instrument or loud speaker in any Unit, balcony or terrace in any manner in which the volume of same annoys other residents, during the day or night times.
- Children shall not be permitted to run or play in any common area (parking area and green area of the building).
- It is prohibited to leave children under ten (10) years old without adult supervision in common areas.
- It is prohibited to make a party in the common areas.
- The residents are not to leave their hall doors open. It is a violation of the fire code.
- The balcony is not a storage place. It is a limited common area. That is prohibited by the Fire Department.

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Maintenance or repair occasioned by Unit Owners' negligence.

Unit owners shall maintain, repair and replace broken windows and broken sliding glass doors in their respective units and any additions they make to the limited common elements for common elements.

Unit owners shall be responsible for any damage caused to the common elements by their negligence or intentional acts or by the negligence or intentional act of any of their tenants, guests, invitees or employees.

Vehicles and Parking.

Each unit has two (2) parking spaces assigned for passenger vehicles; this excludes any type of commercial vehicles are, but not limited to, trucks, boats, recreational vehicles, travel trailers, motorcycles and any other type of commercial vehicles. Commercial vehicles parked within the property are prohibited and subject to being towed with the unit owner responsible for all expenses.

Double parking behind vehicles in parking spaces, parking in the thorough fare, or parking in areas marked as "No Parking Zone" is prohibited and subject to being towed with the unit owner responsible for all expenses. Vehicles parked in areas that obstruct the flow of traffic are prohibited and subject to being towed with the unit owner responsible for all expenses.

Visitor parking spaces are for visitors. Unit owners who park in visitor parking spaces are subject to being towed with the unit owner responsible for all expenses.

Vehicles that have no license plates or have expired license plates, wrecked vehicles, vehicles that they are inoperable, vehicles with flat tires and abandoned vehicles (vehicles parked and not moved) are subject to being towed with the unit owner responsible for all expenses.

Commercial vehicles are defined as a motor vehicle and/or trailer being used primarily for commercial purposes or advertising the name of a commercial enterprise.

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It is prohibited to park a commercial vehicle, including but not limited to earthmoving and road construction equipment, two trucks, tractor-trailer and septic tank trucks of one (1) ton capacity or more within the condominium property, including adjacent right-of-way, unless engaged in loading or unloading material, or actively performing repairs or services on the property where the vehicle is parked.

It is prohibited to have a commercial vehicle of less than one (1) ton capacity for more than one (1) day within the condominium property including adjacent right-of-way, unless engaged in loading or unloading material, or actively performing repairs or services on the property where the vehicle is parked.

Sales and rentals.

Unit sales or rentals must be approved by the Board of Directors in accordance with the Bylaws.

The sale or lease of any unit by a unit owner to his spouse, his children or his parents shall not be subject to the condominium association's right of first refusal as aforesaid.

If any owner of unit desires to sell or lease his unit, the condominium association shall be given written notice thereof together with an executed copy of such offer. The condominium association shall have the right (to be exercised in the case of a proposed sales within thirty (30) days and in case of a proposed lease within ten (10) days) to purchase or lease the unit on the same terms and conditions as are set forth in the offer.

Before moving in, the prospective owners or tenants should fill out an application that must be approved. A non-refundable \$150.00 shall be charged for applications of sale or lease. The office's manager is in charge of the application forms for both purposes. Therefore, you should keep in contact with the above office.

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Requirements for the Application forms:

- A copy of the lease or purchase agreement.
- It must be signed by prospective purchaser or tenant.
- Vehicles must have license plate number.
- Pest must be listed.
- Must be dated.
- The police record per adult must be within six (6) month prior.
- A copy of the driver license or ID card per adult.
- The application's fee should be payable to: España Villas, A Condo by Money Order.
- A copy of the Rules and Regulations should be signed if any.

Violations and Fines:

In the event of any violation of the use restrictions herein set forth or any violation of any of the terms, conditions and restrictions of the Condo Documents, including but not limited to, the Rules and regulations as promulgated by the Board of Directors from time to time, the Association shall have the power to impose a fine in the sum of Fifty (\$50.00) against such defaulting unit owner or occupant. Each day of violation shall be considered as a separate violation.

All unit owners are responsible for the tenants' actions, friends and guests, living in. Fines will be applied or legal action may be taken against offenders.

Everyone should abide by all Rules and Regulations. The Association has the right to cancel the lease at any time if any default is made in the performance of or compliance with any other term or condition hereof by the Rules and Regulations. The above argument will be a cause for eviction.

By order of the Board of Directors
España Villas A Condominium Association, Inc
C/o. VTE Consulting LLC – Acting on Behalf of the Condominium Association.

España Villas, A Condo Association, Inc.

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GENERAL REGLAS Y REGULACIONES GENERALES

Si todos cooperan, este Reglamento, que le ayudarán pleno disfrute de todas nuestras instalaciones y hacer España Villas, una asociación de condóminos un lugar deseable para vivir.

Este Reglamento se han cumplido y aprobado por el Consejo de Administración para servir como una guía para la administración de nuestra Asociación. Este Reglamento se pueden alterar y / o modificados de vez en cuando según se considere, revisadas y / o cambiado en cualquier asunto en el futuro. El Anexo "A", Apéndice X - B & C dijo: Un oficial de la Asociación tendrá autoridad para actuar en nombre de la Asociación. Las facultades y obligaciones deberán incluir las que se establece en los Estatutos se hace referencia en el artículo IX y por la Sección 718.111 de la Ley de Propiedad Horizontal.

Además, la Asociación de condominio está facultada para adoptar de vez en cuando y para hacer cumplir las normas y reglamentos con respecto al uso de la propiedad del condominio por la Sección Segunda, Apéndice 2.4 (Act. Of. 12826, Pág. 1358).

La Junta se reserva el derecho de hacer reglas y regulaciones adicionales que puedan ser necesarios de vez en cuando sin el consentimiento del Consejo de Titulares y de sus miembros. Estas Normas y Reglamentos adicionales serán tan vinculante como todas las demás reglas y reglamentos adoptados con anterioridad.

Cada unidad propietario o arrendatario deberán recibir una copia de las normas y reglamentos a los que se requieren conformarse. Por lo tanto, la falta de conocimiento no puede ser utilizado como una excusa en caso de cualquier violación de este Reglamento.

Uso y ocupación:

El residente de cualquier unidad, tiene limitado su uso y ocupación de la siguiente manera:

Animales: Si cualquier animal doméstico se convierte en molesto para otros propietarios con sus ladridos o de otra manera, el propietario de la unidad, en cuya unidad se mantiene el animal hará inmediatamente el problema que debe corregirse. Si el problema no se corrige, mediante notificación por escrito por la Junta, tal dueño unidad deberá o bien ya no será capaz de mantener al animal en su unidad o estará obligada a ejecutar las acciones que la Junta directa.

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No se permitirán mascotas en cualquier parte de los elementos comunes en cualquier momento, excepto en la correa y asegúrese de que limpiar después de su desorden. Un propietario de la unidad debe registrar todos los animales domésticos permitidos con la asociación del condominio.

Nada puede ser colgado o colocado fuera de la ventana o balcón de la Unidad o en otro lugar en el exterior de los edificios sin el consentimiento del Consejo de Titulares.

Obligación de los miembros (Sección XXII, Act. Of. 12826, pág. 1371)

Otras obligaciones y deberes para todos los propietarios de la unidad:

- No usar o permitir el uso de la unidad para cualquier propósito que no sea una vivienda unifamiliar para él, su familia y su acompañante sociales, y mantener la unidad de una manera limpia e higiénica.
- Un gato o un perro pueden ser mantenidos por el propietario de una unidad en los locales, pero sólo si tales animales no causa una perturbación en la propiedad en condominio.
- No permitir o aceptar que se haga algo que aumente las tasas de seguros en su casa o de los elementos comunes, o el uso que se obstruir o interferir con los derechos de otros miembros o molestar a los residentes con ruido excesivo o de otra manera; así sea miembro de la Asociación de cometer o causar molestias sin permiso, actos inmorales o ilegales en su unidad o en los elementos comunes.
- Cualquier patio, suelo, área cercada u otro designado por la encuesta es tomado como un elemento común limitado. Cada propietario de la unidad tendrá el derecho de uso exclusivo de su patio y cercado en la zona y será responsable del mantenimiento, cuidado, conservación y sustitución del cercado u otro recinto que rodea espacio en el patio de cada unidad.
- **Uso publicitario:** No se permite en el Condominio/Unidad, sean propietarios o inquilinos, se utilice para llevar a cabo cualquier actividad comercial o industrial.

La responsabilidad de obedecer las reglas y regulaciones.

Cada propietario, arrendatario y sus invitados deberán observar todas las leyes, ordenanzas y reglamentos promulgados o que se ponga por esta Asociación. La Asociación tiene el derecho de obtener y hacer cumplir la observancia de las normas y reglamentos con el fin de proteger el bienestar y la propiedad.

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Conducta General: La conducta inapropiada no será tolerada en las zonas comunes.

Las bebidas alcohólicas: Está prohibido el consumo de bebidas alcohólicas en las zonas comunes.

Prohibiciones:

- No se permite jugar, patinar, montar en bicicleta, patinetas o saltar la cuerda en las áreas de estacionamiento y los pasillos.
- Trabajos mecánicos, cambios de aceite, y todo tipo de reparaciones de vehículos de motor están prohibidas, con exclusión de las reparaciones de emergencia como el cambio de una batería o de cambiar un neumático pinchado.
- Los vehículos que tengan un escape de aceite, vehículos que dejan escapar cualquier fluido que dañe el asfalto será remolcado con el propietario responsable de todos los gastos.
- Está prohibido el uso de radios de coche con un alto volumen en el estacionamiento.
- Está prohibido arrojar agua en los balcones a menos que esté lloviendo.
- Está prohibido cocinar en los balcones y terrazas.
- Se prohíbe tener productos inflamables o explosivos líquidos dentro de la unidad, balcones o límites del edificio.
- Ningún propietario, inquilino o invitado usará un equipo de música, radio, televisión, instrumento musical o altavoz de ninguna unidad, balcón o terraza de cualquier manera en la que el volumen de la misma molesta a otros residentes, en los momentos del día o de la noche.
- Los niños no se les permitirá correr o jugar en cualquier área común (zona de aparcamiento y zona verde del edificio).
- Está prohibido dejar a niños menores de diez (10) años de edad y sin supervisión de un adulto en las zonas comunes.
- Está prohibido hacer una fiesta en las zonas comunes.
- Los residentes no deben dejar sus puertas de la sala abierta. Se trata de una violación del código de incendios.
- El balcón no es un lugar de almacenamiento. Es un área común limitada. Eso está prohibido por el Departamento de Bomberos.

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Mantenimiento o reparación ocasionada por negligencia Unidad de Propietarios.

Los propietarios deberán mantener, reparar y reemplazar las ventanas rotas y puertas corredizas de vidrio roto en sus respectivas unidades y todos sus complementos que hacen a los elementos comunes limitados para los elementos comunes.

Propietarios de la unidad será responsable de los daños causados a los elementos comunes por su negligencia o actos intencionales o por la negligencia o acto intencional de cualquiera de sus inquilinos, clientes, invitados o empleados.

Vehículos y aparcamiento.

Cada unidad cuenta con dos (2) plazas de estacionamiento asignado para vehículos de pasajeros; esto excluye cualquier tipo de vehículos comerciales son, pero no limitado a, camiones, barcos, vehículos recreativos, casas rodantes, motocicletas y cualquier otro tipo de vehículos comerciales. Los vehículos comerciales estacionados dentro de la propiedad están prohibidos y pueden ser remolcados y el propietario de la unidad será responsable de todos los gastos.

Estacionamiento entre las doble líneas detrás de los vehículos en los espacios de estacionamiento, o estacionamiento de forma atravezada las dobles líneas completa, o estacionar en las zonas marcadas como "ninguna zona de estacionamiento" está prohibido y sujeto a ser remolcado y el propietario de la unidad responsable de todos los gastos. Los vehículos estacionados en zonas que obstruyen el flujo de tráfico están prohibidos y pueden ser remolcados y el propietario de la unidad será responsable de todos los gastos.

Los espacios de estacionamientos de los visitantes son para los visitantes. Propietarios de las unidades que se estacionan en los espacios de estacionamiento de visitantes están sujetos a ser remolcados y el propietario de la unidad será responsable de todos los gastos.

Los vehículos que no tienen placas o que están caducadas placas de circulación, vehículos accidentados, vehículos que son inoperables, vehículos con ruedas pinchadas y vehículos abandonados (vehículos estacionados y no movido) están sujetos a ser remolcados y el propietario de la unidad será responsable de todos los gastos.

Los vehículos comerciales se definen como un vehículo de motor y/o remolque que se utiliza principalmente para fines comerciales o de publicidad con el nombre de una empresa comercial.

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Está prohibido estacionar un vehículo comercial, incluyendo pero no limitados a los equipos de movimiento de tierras y construcción de carreteras, dos camiones, tractor-remolque y camiones de tanques sépticos de una (1) tonelada de capacidad o más dentro de la propiedad del Condominio, limitando el derecho al tránsito, a menos que se dedica a la carga o descarga de material, o la realización de reparaciones o servicios de forma activa en la propiedad donde se encuentra estacionado el vehículo.

Está prohibido tener un vehículo comercial de menos de un (1) toneladas de capacidad para más de un (1) día dentro de la propiedad del condominio incluyendo áreas adyacente con derecho al tránsito, a menos que participan en material de carga o descarga, o activamente la realización de reparaciones o los servicios en la propiedad donde se encuentra estacionado el vehículo.

Ventas y alquileres.

Las ventas de unidades o alquiler deben ser aprobados por el Consejo de Administración de conformidad con los Estatutos.

La venta o arrendamiento de cualquier unidad de un propietario a su cónyuge, sus hijos o sus padres no estarán sujetas al derecho de la comunidad al rechazo como está establecido de esa manera.

Si cualquier propietario de la unidad desea vender o alquilar su unidad, se le dará a la asociación del condominio un aviso por escrito del mismo, junto con una copia firmada de dicha oferta. La asociación tendrá el derecho (que ejerce en el caso de una propuesta de ventas dentro de los treinta (30) días y en caso de un contrato de arrendamiento propuesto dentro de los diez (10) días) para comprar o alquilar la unidad en los mismos términos y condiciones como las descritas en la oferta.

Antes de mudarse, los futuros propietarios o arrendatarios deben llenar una solicitud que debe ser aprobada. Un no-reembolsable \$150.00 se cobrará por las aplicaciones de venta o arrendamiento. El gerente de la oficina está a cargo de los formularios de solicitud para ambos propósitos. Por lo tanto, debe mantenerse en contacto con la oficina de arriba.

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Los requisitos para las formas de aplicación:

- Una copia del contrato de alquiler o la compra.
- Debe ser firmado por el posible comprador o inquilino.
- Los vehículos deben tener el número de placa de matrícula.
- Las Mascotas deben estar incluidas.
- Debe estar fechada.
- El registro policial por adulto debe estar dentro de los seis (6) meses anteriores.
- Una copia de la licencia de conducir o tarjeta de identificación por adulto.
- La comisión de la aplicación debe ser pagadero a: España Villas, EL Condominio por giro postal.
- Una copia de las Normas y Reglamentos debe ser firmado en su caso.

Violaciones y multas:

En el caso de cualquier violación de las restricciones de uso establecidas en este documento o cualquier violación de cualquiera de los términos, condiciones y restricciones de los Documentos del Condominio, incluidos pero no limitado a, las reglas y regulaciones promulgadas de tiempo en tiempo por el Consejo de Administración, la Asociación tendrá la facultad de imponer una multa por la suma de cincuenta (\$50.00) contra dicha unidad propietario u ocupante morosos. Cada día de la violación se considerará como una violación por separado.

Todos los propietarios de las unidades son responsables de las acciones de los inquilinos, amigos e invitados, que viven en. Las multas se aplicarán o acciones legales se pueden tomar contra los infractores.

Todos deben cumplir con todas las normas y reglamentos. La Asociación tiene el derecho de cancelar el contrato de arrendamiento en cualquier momento por cualquier incumplimiento que se haga durante el desempeño o cumplimiento de cualquier término o condición del mismo establecido por las Normas y Reglamentos. El argumento anterior será una causa para el desalojo.

Por orden del Junta de Administración
España Villas A Condominium Association, Inc
c/o. VTE Consulting LLC – Actuando a Nombre de la Administración de la Propiedad.

To Be Filled Out By Owner

Owner Name: _____ Phone: _____

Address: _____

Seller/Landlord Signature: _____

I, We, The Undersigned Buyer Or Lessee, Do Hereby Certify That All Of The Above Statements Are True And Correct And That Any False Information Furnished Herein Shall Disqualify Me As A Buyer Or Lessee Of The Unit Specified Herein; That I Understand That Such Sale Or Lease Is Subject To The Provisions Of The Declaration Of Condominium, Its Rules And Regulations And All Amendments And That I And All Members Of My Family Will Comply And Abide With The Same.

I Further Authorize The Board Of Directors, and Its Authorized Agent Or Representatives, To Obtain Such Information As It Deems Necessary Pertaining To My Employment, Credit, Residential, Criminal and Personal History to qualify me.

Upon Presentation Of This Authorization, You Are Hereby Directed To Release Such Information Requested By The Bearer.

This Authorization And Release Of Information Is Executed With The Full Knowledge And Understanding That Such Information Is For The Sole Use Of The Condominium To Determine My Qualifications As Buyer Or Lessee Of The Unit Specified Herein; That All Such Information Is Strictly Confidential And That No Further Disclosure Will Be Given To Third Parties Without My Prior Written Consent.

In The Event The Sale For The Unit Specified Herein Is Consulted, I Agree To Furnish The Board Of Directors With Such Information As May Be Required For Its Mortgage Registry On Or Before Closing And I Further Agree To Furnish Them With Information Regarding Any Change In The Information Stated Herein During My Occupancy, Particularly The Name Or Names Of The Title Holders And Name And Address Of All Mortgage.

Dated: This _____ day of _____, 2005

Signature of Buyer/Lessee _____

Approved: Not Approved:

By: _____

By: _____

Date: _____