

The Berkeley Condominium Association, Inc.

propertymanager@berkeleycondominium.org

10900 SW 104 Street, Miami, FL 33176

Office Phone: (855) 596-7039

Application **Certificate of Approval**

Date: _____

Unit: _____

Located at: **10900 SW 104th Street, Miami, FL 33176**

To whom it may concern,

In accordance with the provisions of documents of The Berkeley Condominium Association Inc. located in Miami-Dade County, Florida approval is hereby granted to:

Current Owner(s):

Name(s): _____

Mailing Address: _____

City, State, Zip Code: _____

Buyer(s) **Tenant(s)**

Name(s): _____

Mailing Address: _____

City, State, Zip Code: _____

Approval is granted and conditioned upon the following:

- Purchasers and Tenants will comply with **all rules and regulations as set forth under the terms and conditions of the [Declaration of The Berkeley Condominium Association, Inc.](#), the By Laws, and the Rules and Regulations.**
- This unit cannot be subleased, nor sublet partial or total.
- Applications for purchase must be owner occupied or not intended for leasing until at least one year from the date of closing.
- Approval for the occupancy for this unit is hereby granted pursuant to the Declaration of the Condominium with the full approval of the majority of the Board of Directors and signed by the following director on behalf of the Board of Directors.

Office Use Only

Board's Approval Signature: _____

Board Member Name: _____

Board Member Title: _____

Date: _____

The Berkeley Condominium Association, Inc.

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Rental/ Selling Instructions

- Prospective tenants and purchasers must fill out an application prior to moving in and or finalizing the sale.
- The application must be filled completely with the information of all the people who will be living in the unit.
- The application must be accompanied by ALL the required documents for each adult 18 years of age and older.
- Any unit owner who illegally rents/sales their unit will be fined \$100.00 daily until the application is received or until the fines reach \$1000.00 at which point the matter will be sent to the attorneys for eviction.
- If you wish to advertise your unit, the board will be accepting 3'x5' postcards at the monthly meetings. Said signs will be posted in the bulletin board after every meeting and will last the duration of a month until the next meeting.

Instrucciones Para Compra Renta

- Los futuros inquilinos o compradores deben que llenar una aplicación de mudarse o finalizar la compra.
- La aplicación deber ser llenada completamente con la información de cada una de las personas que estarán viviendo en la unidad.
- La aplicaci5n debe estar acompañada con TODOS los documentos requeridos de cada adulto mayor de 18 años de edad.
- Cualquier propietario que rente/venda su unidad ilegalmente sera multado \$100.00 por día hasta que su inquilino entregue la aplicación o hasta que la multa llegue a \$1000.00 en cual momento será remitido a los abogados para evicción.
- Si usted desea publicar su unidad para rentar o vender, la junta estará aceptando tarjetas 3"x5". Dichas tarjetas serán colocadas en la pizarra centralizada cerca de los buzones de correo y serán removidas después de 30 días de la fecha coloca a en la pizarra.

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Application Checklist

Make sure to complete EVERY section of this application. Refer to this checklist to make sure that you have all of the necessary documentation. **Incomplete applications are returned without revision delaying the process further.** A completed application will have the following items attached. Check off each item once completed.

Copies	Office Use
<input type="checkbox"/> Complete copy of a police report from the county (not city) you live in. <input type="checkbox"/> BUYERS: Copy of sales contract. <input type="checkbox"/> TENANTS: Copy of yearly-lease contract. (one year minimum). <input type="checkbox"/> Copies of the <u>two most recent months'</u> pay stubs or income verification for each applicant. (income must be sufficient to afford monthly payments.) <input type="checkbox"/> Legible copy of all adults' driver's licenses. <input type="checkbox"/> Copy of car registrations for a maximum of two vehicles that will be allowed to park at Berkeley. <input type="checkbox"/> Sign and keep a copy of the rules and regulations for your records.	All documents have been provided <input type="checkbox"/>

Money Order payable to: "The Berkeley Condominium Association"

Money Orders	Money Order Number	Office Use
<input type="checkbox"/> Applicant 1: \$100 <input type="checkbox"/> Applicant 2: \$100 (Unless Spouse-No Fee) <input type="checkbox"/> Applicant 3: \$100 <input type="checkbox"/> Berkley Parking Permits: \$15/\$15/\$25 <input type="checkbox"/> Tenant Deposit : \$250 <input type="checkbox"/> OWNERS: Common Area Key: \$25	# _____ # _____ # _____ # _____ # _____	All payments have been provided <input type="checkbox"/>

Additional Requirements	Office Use
<input type="checkbox"/> Two personal reference letters per adult applicant. <input type="checkbox"/> Every section of this application must be filled out completely. <input type="checkbox"/> <u>After</u> the application has been submitted: Complete online TransUnion Application that will be sent to your e-mail. Please check to acknowledge this condition.	All documents have been provided <input type="checkbox"/>

- 1) All fees must be paid with MONEY ORDERS to: The Berkeley Condominium Association.
- 2) COMPLETE applications must be dropped off or sent by mail to:
The Berkeley Condominium Association, 10900 SW 104 Street, Miami, FL 33176
- 3) **Allow 5 to 7 business days for processing complete application from delivered date. Delays associated with incomplete applications or online background screening approvals by applicant/s will extend processing time.**
- 4) **Scheduled Appointment for applicant/s meeting with property manager will be arranged after processing and prior to approval of application.**

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Owner's Information and Application Type

All questions on this application must be completely answered. Please print legibly or type.
'The Release of Information Authorization' form on this application must be signed by each applicant and will exclusively be utilized to obtain a release of information including a National Background Check (and Credit Report).

Unit #: _____ at 10900 SW 104th Street, Miami, FL 33176.

Current Owner Names: _____

Current Owner's Mailing Address: _____

Current Owner's Phone Numbers: _____

Current Owner's E-mail address: _____

Is this Application for: **Purchase** **Lease**

Applications for purchase must be owner occupied or not intended for leasing until at least one year from the date of closing.

- Number of adults who will permanently reside? _____
- Number of children who will permanently reside? _____
- Name and date of birth of each child (under 18 years of age) who will permanently reside here:

- Condominium Association allows ONLY TWO CARS TO PARK per unit.
Please note that there is ONLY ONE ASSIGNED PARKING SPACE per unit.
How many cars will you park at Berkeley? _____ (maximum allowed is 2 cars)

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****Each adult (18 or older) that intends to live here must fill out an "Applicant" page****

Applicant #1 (Fee \$100):

Current Name: _____

Previous Name(s): _____

Birth Date: _____ Social Security Number: _____

Driver License: _____ (or ID Type/Number): _____

Phone Number(s): _____

E-mail Address: _____

DO YOU APPROVE TO RECEIVE COMMUNICATION VIA E-MAIL? Yes No

Marital Status: Single Married Separated Divorced Widowed

Name(s) and age(s) of children (if any): _____

Emergency Contact Name: _____

Emergency Contact Phone #: _____

You must provide the address of your residences for the past 10 years:

Current Address: _____

How long have you lived there? _____

(If Applicable) Landlord Name and Phone #: _____

Previous Address: _____

How long did you live there? _____

Previous Address: _____

How long did you live there? _____

Previous Address: _____

How long did you live there? _____

Employment Information:

Employer Name: _____

Position: _____

How long have you worked there? _____

Employer Phone Number: _____

Work Address: _____

I certify that all the information listed above has been filled out to the best of my knowledge. I authorize The Berkeley Condominium Association Inc. to investigate all statements contained in this application as may be necessary.

Applicant #1: _____ Signature: _____ Date: _____

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Applicant #2 (Fee \$100)

CHECK BOX IF YOU ARE THE SPOUSE OF APPLICANT #1 (NO \$100 FEE)

Current Name: _____

Previous Name(s): _____

Birth Date: _____ Social Security Number: _____

Driver License: _____ (or ID Type/Number): _____

Phone Number(s): _____

E-mail Address: _____

DO YOU APPROVE TO RECEIVE COMMUNICATION VIA E-MAIL? Yes No

Marital Status: Single Married Separated Divorced Widowed

Name(s) and age(s) of children (if any): _____

Emergency Contact Name: _____

Emergency Contact Phone #: _____

You must provide the address of your residences for the past 10 years:

Current Address: _____

How long have you lived there? _____

(If Applicable) Landlord Name and Phone #: _____

Previous Address: _____

How long did you live there? _____

Previous Address: _____

How long did you live there? _____

Previous Address: _____

How long did you live there? _____

Employment Information:

Employer Name: _____

Position: _____

How long have you worked there? _____

Employer Phone Number: _____

Work Address: _____

I certify that all the information listed above has been filled out to the best of my knowledge. I authorize The Berkeley Condominium Association Inc. to investigate all statements contained in this application as may be necessary.

Applicant #2: _____ Signature: _____ Date: _____

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Applicant #3 (Fee \$100):

Current Name: _____

Previous Name(s): _____

Birth Date: _____ Social Security Number: _____

Driver License: _____ (or ID Type/Number): _____

Phone Number(s): _____

E-mail Address: _____

DO YOU APPROVE TO RECEIVE COMMUNICATION VIA E-MAIL? Yes No

Marital Status: Single Married Separated Divorced Widowed

Name(s) and age(s) of children (if any): _____

Emergency Contact Name: _____

Emergency Contact Phone #: _____

You must provide the address of your residences for the past 10 years:

Current Address: _____

How long have you lived there? _____

(If Applicable) Landlord Name and Phone #: _____

Previous Address: _____

How long did you live there? _____

Previous Address: _____

How long did you live there? _____

Previous Address: _____

How long did you live there? _____

Employment Information:

Employer Name: _____

Position: _____

How long have you worked there? _____

Employer Phone Number: _____

Work Address: _____

I certify that all the information listed above has been filled out to the best of my knowledge. I authorize The Berkeley Condominium Association Inc. to investigate all statements contained in this application as may be necessary.

Applicant #3: _____ Signature: _____ Date: _____

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Authorization to Release Information

The 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, criminal records, and residence to:

The Berkeley Condominium Association Inc.
10900 SW 104th Street
Miami, FL 33176

I (We) hereby authorize The Berkeley Condominium Association Inc. to investigate all statements contained in my (our) application as may be 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.

Moreover, an email will be sent to the applicant(s) to complete an online background check after this application has been submitted to the property manager. To avoid delays in background screening, please complete the online TransUnion Application as soon as possible. Please acknowledge by signing below that you understand the conditions outlined in this section.

Applicant #1: _____ Signature: _____ Date: _____

Applicant #2: _____ Signature: _____ Date: _____

Applicant #3: _____ Signature: _____ Date: _____

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Notice and Acknowledgment of The Berkeley Condominium Association Inc.'s Statutory Right to Demand and Collect Rent Directly from Tenants of Delinquent Condominium Unit Owners

In pertinent part, § 718.116(11), Florida Statutes, provides as follows:

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 a written demand that the tenant pay the future monetary obligations related to the condominium unit to the association, and the tenant must make such payment. The demand is continuing in nature and, upon demand, the tenant must pay the monetary obligations to the association until the association releases the tenant or the tenant discontinues tenancy in the unit. The association must mail written notice to the unit owner of the association's demand that the tenant make payments to the association. The association shall, upon request, provide the tenant with written receipts for payments made. A tenant who acts in good faith in response to a written demand from an association is immune from any claim from the unit owner.

(a) If the tenant prepaid rent to the unit owner before receiving the demand from the association and provides written evidence of paying the rent to the association within 14 days after receiving the demand, the tenant shall receive credit for the prepaid rent for the applicable period and must make any subsequent rental payments to the association to be credited against the monetary obligations of the unit owner to the association.

(b) The tenant is not liable for increases in the amount of the monetary obligations due unless the tenant was notified in writing of the increase at least 10 days before the date the rent is due. The liability of the tenant may not exceed the amount due from the tenant to the tenant's landlord. The tenant's landlord shall provide the tenant a credit against rents due to the unit owner in the amount of moneys paid to the association under this section.

(c) The association may issue notices under s. [83.56](#) and may sue for eviction under ss. [83.59-83.625](#) as if the association were a landlord under part II of chapter 83 if the tenant fails to pay a required payment to the association. However, the association is not otherwise considered a landlord under chapter 83 and specifically has no duties under s. [83.51](#).

(d) The tenant does not, by virtue of payment of monetary obligations to the association, have any of the rights of a unit owner to vote in any election or to examine the books and records of the association.

(e) A court may supersede the effect of this subsection by appointing a receiver.

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By signing this form, the tenant(s) and condominium unit owner(s) identified below hereby acknowledge that § 718.116(11), Florida Statutes, authorizes The Berkeley Condominium Association Inc., to collect rent directly from the tenant(s) upon demand should the condominium unit owner(s) become delinquent in the full and timely payment of the required monthly maintenance assessments. By signing this form, the condominium unit owner(s) further acknowledge that the tenant(s)' payment of rent to the Association gives the tenant(s) complete immunity from any claim for the rent by the condominium unit owner(s) for all amounts timely paid to the Association.

SELLER(S) / OWNER(S) MUST SIGN HERE:

The current condominium unit OWNER(s) acknowledge that they have been provided a copy of this notice and acknowledgment form.

Name(s): _____ Unit #: _____

Signature(s): _____ Date: _____

BUYER(S) / TENANT(S) APPLICANTS MUST SIGN HERE:

The condominium unit BUYER(S) / TENANT(S) acknowledge that they have been provided a copy of this notice and acknowledgment form.

Name(s): _____ Unit #: _____

Signature(s): _____ Date: _____

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Lease Rider

In the event the LESSOR (OWNER) becomes delinquent in the payment of any monthly maintenance assessment due to The Berkeley Condominium Association, Inc. ("BERKELEY") and if such delinquency continues for a period in excess of ten (10) days, the LESSEE (TENANT) upon receiving written notice of such delinquency from BERKELEY or it's Agent, shall pay the full amount of such delinquency as set forth in said notice to BERKELEY.

LESSEE is authorized to deduct from the rental payment due to the LESSOR the amount paid to cure the delinquency. It is understood and agreed by the LESSOR that the LESSEE shall continue to pay the monthly maintenance payments thereafter until the expiration of the lease. It is further understood and agreed that such deduction from the rental payment will not constitute a default of rent to the LESSOR.

It is further understood and agreed that BERKELEY has the right to evict the Tenant(s) for non-payment of BERKELEY'S assessments with seven (7) days' notice. Additionally, the LESSOR understands and agrees that if rental payments are not given to LESSOR personally due to the fact that LESSOR has a debt with BERKELEY and the LESSEE is paying the debt as stated above, the LESSOR cannot pursue eviction against LESSEE for failure to receive funds personally.

Unit Address:

Tenant / Lessee Signature (s)

Date

Owner / Lessor Signature (s)

Date

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Parking Permits, Rules and Regulations

Mandatory parking permits must be exchanged **at the start of each new year.**

**Permit exchange will take place:
JANUARY 1st - JANUARY 31st**

**** AFTER JANUARY 31st OF EACH YEAR, ALL VEHICLES THAT DISPLAY THE PREVIOUS YEAR PERMIT WILL BE SUBJECT TO BEING TOWED AT THE VEHICLE OWNER'S EXPENSE.**

**

Parking in the Berkeley parking lot is reserved for residents only and one guest (limited hours.) Non-resident owners who require temporary day parking must make prior arrangements with the Berkeley office or will be subject to being towed at the owner's expense without a proper permit.

All disabled parking spaces are reserved only for those vehicles with current ADA disabled permits **AND** must also be accompanied by an annual Berkeley parking permit. Vehicles parked in the disabled parking space with a proper ADA permit BUT without a Berkeley permit are subject to being towed at the vehicle owner's expense.

WHAT IS THE ANNUAL PERMITTING SYSTEM?

The annual permitting system requires all residents to obtain **new** permit/s each year by exchanging their old properly registered permit/s. There will be **no charge for the exchange** of an existing registered permit for existing residents. There will be a charge of \$15.00 (or \$25.00 for a guest permit) without an exchange of a properly registered permit for each new permit.

Vehicles with old, non-renewed or no permits displayed are subject to being towed at the vehicle owner's expense according to the towing company's policy. Berkeley **DOES NOT** make any money from vehicles that are towed. The Berkeley does not refund tows. No exceptions.

ALL current residents are entitled to a maximum of two NEW (2) resident permits. Having two permits allows for two **registered vehicles** to park in the Berkeley parking lot, either in the designated unit spot or yellow guest spot. Residents with only ONE (1) permit MUST park in the designated unit spot.

PERMIT EXCHANGE/PURCHASE:

EXISTING RESIDENT PARKING: All residents must return their existing, properly registered parking permits in exchange for the new annual resident permits. An equal number of permits will be exchanged, maximum of three - two resident (previously registered) permits and one (previously registered) guest (yellow) permit. If you don't have your existing permit/s, you will be charged \$15.00

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for each new resident permit, \$25.00 for a guest only permit. All exchanges must be accompanied by an updated lease or proof of residency and all resident vehicles must be registered with the office. There will be no exchange without proof of residency.

NEW RESIDENT PARKING: ALL **new residents** are required to purchase their new parking permits, maximum allowance of two (2) resident permits per unit at a cost of \$15.00 per permit. Resident permits are provided only to those residents with a vehicle who are living in the unit. **One resident permit issued is strictly for the use of the designated unit parking spot only.** Those residents with one permit assigned to the unit will be subject to being towed at the vehicle owner's expense if parked in a yellow resident/guest spot.

Proof of Berkeley residency will be required (driver's license with Berkeley address, name on current lease or name on owner/tenant application listed as residing in unit) and vehicle must be registered with the Berkeley office. **New residents displaying old/outdated, unassigned permits are subject to being towed at their expense.**

GUEST PARKING: Residents may purchase a guest only parking permit (renewed annually for FREE with exchange) for a twenty-five-dollar (\$25) fee. Parking with these permits is limited to yellow spots only during the hours of **6am and 4pm.** Guest only permitted vehicles parked in the Berkeley parking lot between 4:01pm and 5:59am are subject to being towed at the vehicle owner's expense.

ALL permits must be displayed unobstructed facing forward and secured to the driver-side lower left windshield. A vehicle with a permit not properly displayed as indicated above shall be subject to being towed at the vehicle owner's expense.

Each year, all existing residents will be required to exchange their permits for new ones. All owners and registered tenants will receive an e-mail each year reminding you to exchange your permit/s. ALL EXISTING residents must exchange their new permit each year between JANUARY 1ST and JANUARY 31ST. THERE WILL BE NO CHARGE FOR THE EXCHANGE OF PROPERLY REGISTERED PERMITS.

The purchase and exchange for the use of vehicle permits are strictly for the right to park in the Berkeley lot during residency only. All permits are owned by the Berkeley Condominium and must be returned after end of lease without renewal or sale of unit. Unreturned permits after end of lease or sale will result in a fine of \$50.00, deducted from tenant security deposit or assessed to the owner's account.

Parking in the Berkeley Condominium parking lot is reserved for residents only. Please notify the office in the event a rental vehicle will temporarily replace a registered vehicle.

****ALL VEHICLES PARKED IN THE BERKELEY PARKING LOT WITHOUT A PERMIT ARE SUBJECT TO BEING TOWED AT THE VEHICLE OWNER'S EXPENSE. ****

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ADDITIONAL RULES AND REGULATIONS:

1. Oversized and other prohibited vehicles: Oversized vehicles that do not fit within the painted lines of one (1) parking space are strictly prohibited.
2. Trucks and motorcycles cannot be parked on the condominium property without prior approval of the Association.
3. Van, campers, recreational vehicles, boats, jet skis, trailers, moving trucks, etc. cannot be parked at the condominium property.
4. Driving speed through the Berkeley condominium parking lot is limited to 5MPH.
5. Owners, residents and guests must comply with parking regulations posted throughout the premises and all applicable Miami-Dade County traffic regulations.
6. Vehicle Repair and Maintenance: Performing vehicle maintenance (e.g., oil change) or repairs on the condominium property are strictly prohibited. Only emergency repairs such as changing a flat tire or boosting a battery are permitted. At no time shall a vehicle be left on jacks unattended. This will result in the immediate towing of the vehicle without notice at the vehicle owner's expense.
7. Parking in a designated fire line is prohibited.
8. Parking in a space or area that is not designated for parking is prohibited.
9. Storing an inoperable motor vehicle in a parking space for more than twelve (12) hours is prohibited.
10. Washing and waxing of motor vehicles is prohibited.
11. Parking in unassigned designated unit spots is strictly prohibited.

Please be advised that your failure to comply with Berkeley's parking rules and regulations may result in the towing of your motor vehicle/s without notice and subject you to potential fines of \$100 per day up to \$1000.00 assessed to the pertinent owner's account, civil litigation, attorney's fees and the permanent removal of your motor vehicle from the condominium property. Not following the Parking Rules and Regulations listed in Berkeley's By-Laws and listed in this document will result in the towing of motor vehicles without notice at the vehicle owner's expense. The towing company's contact information will always be found on the towing signs posted throughout the property.

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Permit Fee Schedule

	New Purchase/Lost or Stolen	Exchange
RESIDENT PERMIT 1	\$15	FREE
RESIDENT PERMIT 2	\$15	FREE
GUEST ONLY PERMIT	\$25	FREE

All permits must be exchanged/renewed on an annual basis (during the first two weeks of January) and must be accompanied by the registered vehicle's current vehicle registration and current lease (if renting). New Permits must be exchanged and displayed by JANUARY 31st of EACH year, or vehicle will be subject to being towed at vehicle owner's expense.

If you will be traveling during the ANNUAL PERMIT EXCHANGE, please contact the office so that necessary arrangements can be made to avoid your vehicle from being towed.

All residents and non-resident owners must sign this updated new parking permit and rules form indicating they have read and understand what is written and agree to comply.

Name: _____

Name: _____

Unit #: _____

Unit #: _____

SIGNATURE: _____

SIGNATURE: _____

DATE: _____

DATE: _____

Resident Owner

Resident Owner

Resident Tenant

Resident Tenant

Non-Resident Owner

Non-Resident Owner

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Berkeley Parking Permit/ Vehicle Registration Form

UNIT # _____

I AM/ WE ARE THE:	I/ WE WANT TO:
<input type="checkbox"/> OWNER (S)	<input type="checkbox"/> PURCHASE NEW PERMIT
<input type="checkbox"/> TENANT (S)	<input type="checkbox"/> EXCHANGE CURRENT PERMIT

RESIDENT 1 (\$15)	VEHICLE INFO
NAME: _____	TAG: _____
PHONE #: _____	MAKE: _____
EMAIL: _____	MODEL: _____
SIGNATURE: _____	YEAR: _____

Office Use Only: PERMIT #:

RESIDENT 2 (\$15)	VEHICLE INFO
NAME: _____	TAG: _____
PHONE #: _____	MAKE: _____
EMAIL: _____	MODEL: _____
SIGNATURE: _____	YEAR: _____

Office Use Only: PERMIT #:

Office Use Only	LIMITED GUEST DAYTIME PARKING (\$25): 6 AM – 4 PM
	PERMIT #: _____
	<input type="checkbox"/> EXCHANGE <input type="checkbox"/> RESIDENT 1 <input type="checkbox"/> RESIDENT 2 <input type="checkbox"/> GUEST DAYTIME
	<input type="checkbox"/> PURCHASE: <input type="checkbox"/> RESIDENT 1 - \$15.00 <input type="checkbox"/> RESIDENT 2 - \$15.00 <input type="checkbox"/> GUEST DAYTIME - \$25
	<input type="checkbox"/> CHECK NUMBER: _____
<input type="checkbox"/> MONEY ORDER NUMBER: _____	

INSTRUCTIONS TO PURCHASE PARKING PERMIT

- 1) All fees must be paid with a Money Order/Check. Payable to: The Berkeley Condominium Association Inc.
- 2) For parking permits purchase, provide copy of driver licenses of and car registrations.
- 3) By signing above, you acknowledge receipt of a parking permit assigned to your vehicle and agree to participate in the annual exchange program.

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Berkeley Rules and Regulations

(pages 13-15 of the [Declaration of The Berkeley Condominium Association, Inc.](#))

- A. Use Restrictions: These use restrictions will be enforced as follows:
1. Violations should be reported to the Board of Administrations, in writing.
 2. Violations will be called to attention of the violating unit owner by the Board of Administration.
 3. Disagreements concerning violations will be presented to, and judged by, the Board of Administration, which will take appropriate action.
 4. Unit owners are responsible for compliance by their family members, guests, invitees, employees and lessees with these rules and regulations.
- B. Facilities: The facilities of the Condominium are for the exclusive use of unit owners, their family members, guests, invitees, employees and lessees. Any damage to the building, or to the common elements or equipment caused by any unit owner, their family members, guests, employees, and lessees, shall be repaired at the expense of the responsible unit owner.
- C. Noise:
1. Unit owners must obtain written approval from the Association prior to installing any flooring material (including but not necessarily limited to any ceramic tile, marble, wood, etc.). To ensure that the Sound Control Underlayment System being used will provide adequate soundproofing written approval must be obtained from the Association. Installation of the Sound Control Underlayment System shall include perimeter isolation material which will insure that impact noises are not transmitted into a space below either directly through the floor or by flanking through the surrounding walls.
 2. In order to ensure you own comfort and that of your neighbors, radios, stereos, and television sets should be turned down to a minimum volume at all times so that any sounds emanating therefrom shall not be heard outside your unit. All other unnecessary noises such as the playing of piano and other musical instruments, bidding goodnight to departing guests and slamming doors between the hours of 10:30pm and 8:00am should be avoided.
 3. Carpentry, carpet laying, picture hanging, or any trade (or do it yourself work) involving hammer work, etc., must be done between the hours of 8:00am and 6:00pm. No work shall be done on Sundays. No exceptions will be allowed.

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A. Pets

1. With the exception of fish, a unit owner may keep a maximum of one (1) pet. The term "pets" shall be limited to cats, birds and fish and to those dogs weighing no more than 30 pounds that have been "Grandfathered in" to live in the community. Kitty litter or kitty litter boxes must be kept inside the unit. Cats are not permitted outside except on the patio/balcony of the unit owner. Please be advised that "Pets" have community living, pre-established guidelines in Miami-Dade County, as well as in the Association, one of which is that you must pick up after your pet.
2. The Grandfathered in dogs must be leashed at all times when outside the residential unit. No reptiles or wildlife shall be kept in or on the Condominium Property (including units.) Violations of the provisions of this paragraph shall entitle the Association to all its rights and remedies, including, but not limited to, the right to fine unit owners (as may be provided in these applicable rules and regulations of the Declaration) and/or to require any pet to be permanently removed from the Condominium Property. Unit owners must immediately collect and clean any feces from pets upon the complex property.
3. The unit owner shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the condominium. If a Grandfathered in dog or any other animal becomes a nuisance and/or is obnoxious to other unit owners by barking or otherwise, the unit owner thereof must cause the problem to be corrected. If it is not corrected, the unit owner, upon written notice by the Association, will be required to remove the animal.
4. Fish shall be permitted, subject to rules and regulations to be adopted by the Board of Administration from time to time.

- B. Obstructions: The parking areas, all sidewalks, walkways, entrances, driveways, passages, vestibules, stairways, corridors, and halls must be kept open and shall not be obstructed in any manner. Rugs or mats must not be placed outside of doors, in corridors or on walkways. No signs, notices or advertisements.
- C. Children: Children are not allowed to play in the elevators, in the lobby, in the public halls, in the parking areas, on the public walkway or on the stairways. Reasonable supervision must be exercised when children are playing on the grounds.
- D. Destruction of Property: Neither unit owners, their family, guests, invitees, employees, nor lessees shall mark, mar, damage, destroy, deface or engrave any part of the condominium property. Unit owners shall be financially responsible for any such damage.
- E. Exterior Appearances: To maintain a uniform and pleasing appearance of the exterior of the condominium building, no awnings, screens, glass enclosures, or projections shall be attached to the outside walls other than items originally installed by the Developer. This includes any type of screen or umbrella. NO exterior lighting shall be permitted on the walls. No television, microwave, or other outdoor antenna system or facility shall be erected or maintained within the boundaries of the condominium, except for installations constructed therein by the Developer and/or by agents of the Developer.

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- I. Signs: NO signs of any kind (other than a notice to be placed on the bulletin board after notification to the manager and/or by the Developer and/or by agents engaged by the Developer) may be installed on the premises.
- J. Cleanliness: Unit owners shall not allow anything to be thrown, or to fall from the units. No sweeping, or other substances, shall be permitted to escape to the exterior of the building from the doors of the units. All garbage and refuse from the condominium shall be deposited with care in garbage containers intended for such purposes at such times and in such manner for such purposes at such times and in such manner as the Association shall direct.
- K. Ingress and Egress: Garbage cans, laundry, dry cleaning, supplies or other articles shall not be placed in the corridors or on staircase landings. No unit owner or lessee shall allow entrance doors to remain open for any purpose other than immediate ingress and egress.
- L. Windows and Patio: Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on ledges of windows. No objects shall be hung from window sills. No cloth, clothing, rugs or mops shall be hung open or shaken from a window. Unit owners shall not throw cigars, cigarettes or any other object from doors or windows. A unit owner may display one portable, removable, United States flag in a respectful way and on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 ½ by 6 feet, that represent the United States, Army, Navy, Air Force, Marine Corps or Coast Guard.
- M. Door Locks: Unit owners must abide by right of entry into units in emergencies. In case of any emergency originating in, or threatening, any unit, regardless of whether the unit owner is present at the time of such emergencies, the Board of Administration of the Association, or any other person authorized by it, or the building manager, shall have the right to enter such unit for the purpose of remedying and abating the cause or such emergency, and such right of entry shall be immediate.
- N. Storage Areas: Nothing shall be placed in the storage areas which would create a fire hazard.
- O. Plumbing: Common water closets and other common plumbing shall not be used for any other purpose other than for those which they are constructed, and no sweepings, rubbish, rags, sanitary napkins, or other foreign substances shall be poured down drains. The cost of any damage resulting from misuse of the same shall be borne by the unit owner causing the damage.
- P. Responsibilities for Deliveries and Moving: Unit owners shall be liable for all damages to the building caused by receiving deliveries or moving or removing furniture or other articles to or from the building. The Association shall have the right to charge any unit owner, prior to any interior construction to a unit, or any delivery or removal of furnishings or bulk trash to or from the owner's unit, a refundable deposit, in an amount to be determined by the Board in its sole and absolute discretion, which deposit shall be held, and which may be used, by the Association for any damage caused to the Common Elements of the condominium or for payment or reimbursement of any bulk trash hauling or other associated expenses. The Association shall refund the deposit within (10) days after completion of construction of the interior of the unit or after delivery or removal of any furnishings and/or bulk trash. Moving and deliveries shall only

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be allowed between the hours of 8:00am and 5:00pm daily. Moving and deliveries shall not be permitted at all on Saturdays or Sundays. All moves must be scheduled by the building manager.

- Q. Trash: All refuse, waste, bottles, cans, garbage, etc., shall be securely wrapped in plastic garbage bags and placed in the appropriate collection containers.
- R. Roof: Unit owners (other than the Developer and/or entities designated by the Developer), their families, guests, invitees, employees and lessees, are not permitted on the roof for any purpose.
- S. Solicitation: There shall be no solicitation by any person anywhere upon the condominium property for any cause, charity, or any purpose whatsoever, unless specifically authorized by the Board of Administration.
- T. Hurricane Preparation: Each unit owner who plans to be absent from his or her unit during the hurricane season must prepare his or her unit prior to departure by:
1. Removing all furniture and plants from his or her balcony.
 2. Designating a responsible firm or individual to care for his or her unit during their absence in the event that the unit should suffer hurricane damage. Each unit owner shall furnish the manager with the name of such firm or individual.
 3. Unit owners shall not install hurricane or storm shutters without the prior approval of the board of Administration. Hurricane or storm shutters shall only be closed during a hurricane or severe storm warning and must be open at all other times. The Board of Administration shall have the right to adopt additional rules and regulations regarding design, color, location and use thereof. The installation, as shall follow 718.113 (5), replacement and maintenance of such hurricane shutters in accordance with this paragraph shall not be deemed to be a material alteration of the Common Elements.
- U. Window Coverings: Door and Window coverings visible from the exterior of the unit other than those that have white, off-white or black-out type liners shall be subject to approval of the Board of Administration.
- V. Odors: No noxious or unusual odors shall be generated in such quantities that they permeate to other units and become annoyances or become obnoxious to another unit owner. Normal cooking odors normally and reasonably generated, shall not be deemed violations of this regulations.
- W. Cooking devices: No fires, cooking devices or other devices which emit smoke or dust shall be allowed in the backyard of any units.
- X. Weight Limitations: NO unit owner shall cause any weight on any portion of his or her unit which shall interfere with the structural integrity of the building.

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Berkeley Rules and Regulations Acknowledgement

Please click on [Declaration of Condominium](#) in order to review the full document and familiarize yourself with the rules and regulations of The Berkeley Condominium, Inc., some of which have been provided for you above.

By signing below, you acknowledge that you have read the rules and regulations for the Berkeley Condominium, Inc. including the [Declaration of Condominium](#) document. I/We understand that by violating a rule, I/we will be required to pay \$100 a day for each rule broken up to \$1,000 until the violation is corrected.

Applicant #1: _____ Signature: _____ Date: _____

Applicant #2: _____ Signature: _____ Date: _____

Applicant #3: _____ Signature: _____ Date: _____

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Receipt and Notice Regarding Rental Security Deposit

Pursuant to § 718.112(2)(i), Florida Statutes, the Berkeley Condominium Association, Inc. ("Berkeley") requires tenants to deposit \$250.00 to protect against damages to the common elements or association property. This form acknowledges Berkeley's receipt of your security deposit.

Please be advised that your deposit will be maintained in a separate non-interest-bearing checking account located at Chase Bank, 11720 SW 104 Street, Miami, Florida 33186, for the benefit of Berkeley's tenants and shall not be commingled with any other funds of Berkeley.

BERKELEY'S RULES AND REGULATIONS REQUIRE THE PAYMENT OF CERTAIN DEPOSITS. WHEN YOU MOVE OUT, YOU MUST GIVE BERKELEY YOUR NEW ADDRESS, SO THAT BERKELEY CAN SEND YOU NOTICES REGARDING YOUR SECURITY DEPOSIT. BERKELEY MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF BERKLEY'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO BERKLEY STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 AFTER RECEIPT OF BERKLEY'S NOTICE, BERKLEY WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF BERKELEY FAILS TO TIMELY MAIL YOU NOTICE, BERKELEY MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, BERKELEY MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY'S FEES PAYABLE BY THE LOSING PARTY.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

Unit Address:

Tenant / Lessee Signature

Date

Tenant / Lessee Signature

Date

Tenant / Lessee Signature

Date

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OWNERS ONLY:

Application to Purchase A Common Area Key

Unit Number: _____

Date: _____

Owners Name(s): _____

Phone Number(s): _____

E-mail Address(es): _____

DO YOU APPROVE TO RECEIVE COMMUNICATION VIA E-MAIL? YES NO

Note: Only owners can purchase a pool/common area key. Owners may loan or lease key to tenants. Replacement of key is \$25. Also note that Medeco keys cannot be duplicated by users.

Money Order Number: _____

INSTRUCTIONS TO OWNERS TO PURCHASE COMMON AREA KEY

- 1) Fee must be paid with MONEY ORDER, and made payable to: The Berkeley Condominium Association Inc.
 - 2) Provide copy of owner's driver license.
-
-

UPON RECEIVING COMMON AREA KEY, SIGN BELOW:

Name: _____ Signature: _____ Date: _____

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OWNERS ONLY:

Notice to Applicants

To Applicants:

Please be advised that The Berkeley Condominium Association is currently reviewing ALL individual unit fences with a surveyor. The surveyor is verifying if fences were installed according to the Associations' Condominium Documents.

The surveyor's review and report will be presented to the Board of Directors to make a general decision on how to proceed with all fences that were not installed according to The Berkeley Condominium Association's Documents.

The Berkeley Board of Directors.

Applicant #1: _____ Signature: _____ Date: _____

Applicant #2: _____ Signature: _____ Date: _____

Applicant #3: _____ Signature: _____ Date: _____

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Fumigation Request Form

By filling out this form, you are requesting for your unit to be added to the fumigation list.
Upon completing the form, please e-mail to propertymanager@berkeleycondominium.org.

Unit Number: _____

Today's Date: _____

Owner

Tenant

Name(s): _____

Mailing Address: _____

E-mail Address(es): _____

Phone Number(s): _____