

HIALEAH CLUB VILLAS CONDOMINIUM ASSOCIATION, INC.

Diamond Group Management

7900 Oak Lane, Suite 400 Miami Lakes, FL 33016

PH: (786) 456-5187

Email: diamondgroupmg@gmail.com

UNIT LEASE CHECK LIST & INSTRUCTIONS

1. The following forms must be completed in their entirety and submitted to Diamond Group Management located on **7900 Oak Lane Suite 400 Miami Lakes, FL 33016.**
 - A. Copy of Lease Agreement
 - B. Unmodified Addendum to Lease Agreement.
 - C. Use Restriction Affidavit
 - D. Parking Affidavit
 - E. Pet Affidavit
 - F. Towing Affidavit
 - G. Emergency Contact Information Form
 - H. Copy of the Driver License and Police Report for all adults that will be residing in the property.
 - I. A non-refundable Application fee in the form of a Money Order or Cashier Check in the amount of \$150 payable to **Diamond Group Management.** No personal checks are accepted.
 - J. A cashier check or money order in the amount of \$500 payable to **Hialeah Club Villas Association, Inc.** is required as a security deposit for the Common Elements. Once the lease term is terminated the amount of \$500 will be refunded to the lessee as long as no damages to the common areas are reported. The refund check is to be processed within 30 days after the unit is vacant.
2. The Board of Directors reserves the right to interview all applicants. The Board of Directors will treat all parties equally without regard to race, color, religion, national origins, ancestry, sex, age, marital status, number or presence of children, sexual orientation, or physical or mental handicaps. The Board of Directors' decision is final, and the Board is not required to give any explanation for its decisions or its actions.
3. Notice of intent to renew or extend a lease must be submitted two weeks prior to the expiration of the current lease. Renewals or extensions are subject to re-approval by the Board of Directors.
4. All persons must abide by the restrictions contained in the Condominium Documents and the Rules and Regulations.
5. Applicant agrees that the Board of Directors of the Association may cause to be instituted an investigation of applicant's background and history as part of their approval process. By signing below, applicant specifically authorizes the Board of Directors, or it's agent, to make such an investigation and agrees that the information contained in this and the attached applications may be used in such investigation and that the Board of Directors and the Officers of the Association shall be held harmless from any action or claim by the applicant in connection with the use of the information. The completed application package must be submitted to the Association at least **fifteen (15)** business days prior to the date of the interview.

Dated: _____

Unit # _____

Applicant's Name: _____

Applicant's Name: _____

Applicant's Phone Number: _____

Applicant's Phone Number: _____

Applicant's Email: _____

Applicant's Email: _____

Applicant's Signature: _____

Applicant's Signature: _____

Updated March 2022

HIALEAH CLUB VILLAS CONDOMINIUM ASSOCIATION, INC.

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ADDENDUM TO LEASE AGREEMENT

Re: Hialeah Club Villas Condominium Association, Inc.

This Addendum to Lease Agreement (the "Addendum") is an addendum to that certain lease (the "Lease") between _____ (the "Landlord") and _____ (the "Tenant"), dated _____, for unit # _____ (the "Unit"), at Hialeah Club Villas Condominium Association, Inc. (the "Condominium").

The Landlord, the Tenant and their families, guests, visitors, agents, employees, and pets, agree to be subject to and bound by the terms and provisions of the Declaration of Condominium, the Articles of Incorporation, the Bylaws, and the Rules and Regulations of the above referenced Condominium Association. It is the intention of the parties hereto that the terms and provisions of this Addendum supplement, and are in addition to, the terms and provisions contained in the Lease; however, in the event of a conflict or ambiguity between this Addendum and the Lease, the terms and provisions of this Addendum and the Condominium Documents shall control.

By signing below, both the Tenant and Landlord acknowledge and agree to the following:

Please provide names and last names of individuals that will be residing in the unit including underage.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

1. **Tenant agrees that no more than two individuals per bedroom will dwell in any unit.**
2. **Tenant shall not make any alterations, additions, improvements or changes to the Unit, the Common Elements or the Limited Common Elements.**

3. This Addendum shall constitute the full and final agreement of the parties and no waiver, modification, or cancellation of any provision of this Addendum shall be effective unless the same shall be put in writing and signed by all parties to this Addendum.
4. This Addendum may be executed in several counterparts, each of which shall be deemed an original. Such counterparts, taken together, shall constitute one and the same instrument.
5. Notwithstanding that this Addendum may have been drafted or prepared by one of the parties, both parties confirm that both they and their respective counsel have reviewed, negotiated and adopted this Addendum as the joint agreement and understanding of the parties. Accordingly, this Addendum is to be construed as whole and any presumption that ambiguities are to be resolved against the primary drafter shall not apply.
6. If any provisions of this Addendum or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Addendum and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
7. The Tenant acknowledges and agrees to the terms and provisions of the Condominium Documents. Tenant covenants and agrees to be bound by the Rules and Regulations, the guidelines and procedures of the Association and any other rules, which may be adopted by the Board of Directors of the Association from time to time during tenancy.
8. The Association and/or its authorized agent shall have the irrevocable right of access to each Unit and appurtenances from time to time during reasonable hours as may be necessary for inspection, maintenance, pest control, repair or replacement of any Common Element therein or accessible therefrom; or in the event of an emergency, for making repairs to prevent damage of the Common Elements or another Unit or Units. The Tenant agrees, without demand, to provide the Association with a copy of the key(s) to the Unit.
9. Tenant shall not assign, mortgage or encumber this Lease or the Unit, nor sublet or permit the Unit, or any part thereof, to be used by others without the prior written approval of the Board of Directors of the Association.
10. Tenant agrees not to use the Unit in such a way, or keep anything in the Unit, so as to increase the insurance premiums of the Landlord or the Association. Tenant agrees not to interfere with the rights of other residents by causing, allowing or permitting unreasonable or excessive noise. Tenant shall not commit any nuisance, immoral or illegal act in the Unit, or on the Common Elements, or on the Limited Common Elements.
11. Per the Condominium Documents and the Rules and Regulations, the Association may take such action as may be required to compel compliance by the Landlord, the Tenant and their families, guests, visitors, agents, employees, and/or their pets, with the provisions of the Condominium Documents, and the Florida Condominium Act (the "Condominium Act"), including, but not limited to, the power to: (i) take legal action to evict the Tenant; (ii) to bring an action for damages and/or to enforce compliance; and/or (iii) to assess, levy and collect fines for violations.
12. An approval given by the Association of a proposed lease agreement is expressly conditioned upon the Tenant's observance of the provisions contained in this Addendum, the Condominium Documents, and the Rules and Regulations. Any breach of the terms hereof shall give the Association the authority to take immediate steps to terminate the Lease and this Addendum.
13. The Landlord acknowledges and hereby expressly agrees that the Landlord shall remain ultimately responsible for the acts of the Tenant and Tenant's family, guests, visitors, agents, employees, and pets. Landlord agrees that Landlord remains responsible for any and all costs incurred by the Association, including: (i) attorney's fees, (ii) court costs in remedying violations

of the Condominium Documents caused by the misused or negligence of the Tenant, the Tenant's family members, guests, visitors, agents, employees and pet.

14. In the event of a default by the tenant in the performance of its obligations under this Addendum and the Lease, the Board of Directors shall have the power to: (i) terminate this Addendum and the Lease and/or (ii) initiate summary proceedings to evict the Tenant in the name of the Landlord thereunder, and/or (iii) initiate foreclosure of the lien granted under the Condominium Act. Anything to the contrary herein, notwithstanding, the Association shall not be obligated in any manner to pursue its rights hereunder and failure to pursue such rights, shall give rise to no claim or injury on the part of any party to any lease or otherwise.
15. No waiver of any provision of the Lease or this Addendum by the Association, will be deemed to imply or constitute a further waiver by such party of the same or any other provision hereof. The rights and remedies of the Association under this Addendum and the Lease, the Condominium Documents, the Rules and Regulations, are cumulative and are not intended to be exclusive and the use of one will not be taken to exclude or waive the right of use of another. No terms or provisions of this Lease shall be modified except by a fully and properly executed document approved by the Board of Directors of the Association.

Witnesses:

Name

Signature

Landlord:

Name

Signature

Witnesses:

Name

Signature

Tenant:

Name

Signature

13. USE RESTRICTIONS

The use of the individual condominium units and the Condominium Property shall be in accordance with the following provisions so long as the condominium shall exist:

13.1 Units. Each of the Units and shall be occupied only as a single-family private dwelling. Except as may herein be reserved to the Developer, no Unit may be divided or subdivided into smaller Unit. Each unit shall be occupied only by one (1) family, its servant, and guests, s a residence, and for no other purpose, nor may any portion therefore e separately sold or otherwise transferred. No one-bedroom unit shall be occupied by more than two persons for more than thirty (30) days in the aggregate in any consecutive twelve (12) month period. No two-bedroom shall be occupied by more than four persons or more than thirty (30) days in the aggregate in any consecutive twelve (12) month period. No three-bedroom unit shall be occupied by more than five persons for more than thirty (30) days in the aggregate in any twelve (12) month period.

13.2 Common Elements and Limited Common Elements. The Common Element and the Limited Common Element shall be used only by Owners. Their family guests and tenants. If any, and only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.

13.3 Nuisance. No nuisance shall be allowed upon the Condominium Property, or within a Unit, not any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper uses of the Condominium Property, or any unit by its owners. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor may any fire hazard nor toxic waste nor explosives be allowed to exist or remain on any part of the Condominium Property. No Unit Owner shall permit any use of his Unit or make any use of the Common Elements that will increase the cost of insurance upon the Condominium Property. Bicycles shall not be stored or parked on the Condominium Property, except in such areas as may be specifically designated for such purpose by the Association.

13.4 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or a Unit, and all laws, zoning ordinances regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium Property or a Unit shall be upon the Association or applicable Unit Owner.

13.5 Lessing of Units. Units may be leased only twice in any consecutive twelve (12) month period and any lease shall be for a term of not less than six (6) months. All leases shall be in writing and shall specifically reflect that the tenant and his family shall be taking possession and shall use and occupy the Unit subject to the terms and provisions of the Articles of Incorporation, By-Laws and Rules and Regulations of the Association.

13.6 Signs. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on any part of the Common Elements, Limited Common Elements, or Units, unless first approved in writing by the Association, except that the right without qualification is specifically reserved in the developer and its assigns to place and maintain "For Sale" signs in connection with any unsold or unoccupied Unit it may from time to time own, and the same unqualified right is reserved to any institutional Mortgage which may become the owner of a Unit, as well as to the Association as to any Unit which it may own.

13.7 Prohibited Vehicles. No trucks, motorcycles, trailers, recreational-camper type vehicles or any type of commercial vehicle shall be parked in any parking space except with the written consent of the Board of Directors of the Association, except upon temporary parking spaces that may be provided for that limited purpose as may necessary to effectuate deliveries to the Condominium, the Association, the Unit Owners, and residents.

13.8 Regulations. Reasonable Rules and Regulations concerning the use of Condominium Property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. One copy of such Rules and Regulations and amendments shall be furnished by the Association, free of charge to all Unit Owners and residents of the Condominium.

13.9 Developer's Exemption. The Developer may take such use of the unsold Units and Common Elements and Limited Common, as it in its sole discretion may require. Further, until the Developer has completed and sold all of the units, neither the Unit Owner nor the Association in their use of the condominium property, shall interfere with the completion by the Developer of the contemplated improvements and the marketing sale of the unsold units. The Developer and Developer's affiliated companies, agents, employees and contractors may have such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to construction activities, the maintenance of a sales office, the showing of the property onto the condominium by the Developer in connection with its sales efforts shall not become part of the Common Elements and may be freely, removed from the Condominium by Developer.

13.10 Pets. Pets must be confined within the Unit of its Owner. Notwithstanding, no pets may be maintained within a unit if such shall constitute a nuisance or annoyance to the Owners of other Units.

13.11 Exterior Appearance. No Unit Owner shall decorate or alter any part of his Unit or the building so as to change the appearance of the building from the exterior without the prior written approval of the Board of Directors of the Association. Such prohibited decoration or alteration shall include, but not limited to, painting or illumination of the exterior of the building, display of plants or other objects upon balconies or railings or exterior window sills or ledges, reflective film or other window treatments, draperies and window shades.

13.12 Antennas. No antennas of any type designed to serve a Unit or Units shall be allowed on the Common Elements or Limited Common Elements, except as provided by the Association to serve as a master antenna for the benefits and use of the Condominium. No electrical or other equipment may be operated on the Condominium Property which interferes with television signal reception.

13.13 Automobile Parking. Automobile parking spaces shall be assigned by the Developer on such terms as the developer in its sole discretion shall determine, until all Units in the Condominium have been sold, or, until the Developer transfer this authority to the association. Therefore, the Association shall regulate the assignment and use of automobile parking spaces. The owner (s) of each unit shall at all times be entitled to parking for one (1) automobile free of charge. Parking is otherwise prohibited throughout the Condominium except upon paved, marked parking spaces. The Association is empowered to provide for the towing away, at the expenses of the owner thereof, of any vehicle improperly parked. Assignment of a parking space conveys no title to that parking space nor any interest in it other than the exclusive right to use it. No assignment of a parking space shall be recorded in the public records. All parking areas shall be maintained as a common expense.

No dumping is allowed in any area within the condominium association. A fine will be imposed to residents found dumping furniture, mattress, appliances, construction material and any other item, substance or material.

The undersigned certified that by signing below acknowledge and agree to comply with above Use Restrictions pursuant to Hialeah Club Villas Governing Documents and that failure to comply may result in cancellation of the lease agreement between the unit owner and tenant.

Date: _____

Name: _____

Signature: _____

HIALEAH CLUB VILLAS CONDOMINIUM ASSOCIATION, INC.

C/O Diamond Group Management

7900 Oak Lane, Suite 400 Miami Lakes, FL33016

PH: (786) 456-5187

Email: diamondgroupmg@gmail.com

PARKING AFFIDAVIT

I have submitted this application as Lessee of Unit number _____ in Hialeah Club Villas Condominium Association, Inc. I understand this unit has the exclusive right to use one (1) assigned parking spaces: _____

I agree that I will not allow more than **one (1) vehicle per assigned parking space** onto the Hialeah Club Villas Condominium Association, Inc.

Vehicle:

Make: _____ Model: _____ Year: _____

Color: _____ Tag No: _____

Vehicle:

Make: _____ Model: _____ Year: _____

Color: _____ Tag No. _____

I _____ understand that in the event of a second vehicle the use of the "Guest Parking" space may not be assigned for the exclusive use of such vehicle. Hialeah Club Villas' Governing Documents state that "the use of the Guest Parking spaces shall be governed by the Association..."

I _____ also understand and agree that commercial vehicles are not allowed to park or be kept overnight within the Condominium property, including guest and/or assigned parking spaces.

Signature

Print Name

Date

HIALEAH CLUB VILLAS CONDOMINIUM ASSOCIATION INC.

C/O DIAMOND GROUP MANAGEMENT
7900 Oak Lane, Suite 400 Miami Lakes, FL 33016

PET AFFIDAVIT

NAME OF LESSEE _____

UNIT NO. _____

ANIMAL INFORMATION:

TYPE OF PET

BREED

COLOR(S) OF PET

NAME OF PET

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The undersign hereby understands and agrees to maintain his/her pet(s) contained within a Unit. No pet(s) may be maintained within a Unit if such pet constitutes a nuisance or annoyance to the owners of other units. Pet(s) outside in the common areas must be on a leash and accompanied by an adult at all times.

The association has designated a green area adjacent to the perimeter concrete wall assigned for dog's waste. Dog's waste must be picked up after your dog.

By signing this affidavit, I understand and agree that failure to follow above-mentioned instructions will have my pet(s) removed from Hialeah Club Villas and the unit lease agreement between unit owner and tenant may be terminated as a result of such violation.

Signature of Unit Owner/Lessee/Pet's Owner

Date

Towing Rules adopted by the Board of Directors (2018)

Vehicles will be towed away for the following violations:

- 1- No tag or expired tag for more than one month from the date of expiration.
- 2- Vehicles parked in parking spaces for "Resident Only" (green) without the designated decal for the space in this case Blue or Red decal. Decal must be visible otherwise the vehicle will be towed.
- 3- Vehicles parked in the parking spaces designated for the post office staff.
- 4- Vehicles parked in handicap spaces without the proper decal for disable at any time. Decal must be visible.
- 5- Inoperable vehicles parked in parking spaces for "Resident Only" (green), Visitors (Amarillo), Handicap(blue)
- 6- Reversed parked vehicles in parking spaces within the building's areas.
- 7- Vehicles parked on the green areas.
- 8- Vehicles blocking other vehicles.
- 9- Vehicles parked in no-parking areas.
- 10- Vehicles parked in the Visitor parking (yellow) without the proper decal (blue, Red, Orange) between the hours of 1:00am to 6:59am.
- 11- Double parking vehicles.
- 12- Covered vehicles parked in the parking spaces designated for handicap, Resident Only or Visitors.

Parking Authority is the company contracted to supervise the parking areas in Hialeah Club Villas.

This company effective August 15th 2018 is responsible for contacting the towing company when a vehicle is in violation and must be towed away.

The current Towing Company contact information is displayed with signs over the community.

The undersigned hereby understands and agrees to comply with the above-mentioned towing rules and understands and agrees that failure to follow above-mentioned rules may result in having the vehicle in violation towed from Hialeah Club Villas community.

Commercial vehicles are not allowed to park or kept overnight within the Condominium property, unless previously authorized by the Board of Directors. Unauthorized vehicles or improperly parked vehicles will be towed away at the expense of the owner.

The undersigned hereby release and holds harmless The Hialeah Club Villas Association, its directors, officers, manager or any other officer of the Association for any damages originated for the towing of the vehicles.

Date: _____

Name: _____

Signature: _____

HIALEAH CLUB VILLAS CONDOMINIUM ASSOCIATION, INC.

Diamond Group Management

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EMERGENCY CONTACT INFORMATION FORM

Occasionally an emergency will occur that requires entering a home. The emergency may be weather or maintenance related and the Association may need to take steps to prevent extensive damage to your home, or your neighbor's home, while you're away. Therefore, it is important that we are able to contact you even if you are on Holiday or vacation.

Please be assured that our only interest is to protect your property and your neighbor's property. All information will be kept confidential.

In case of emergency contact: *(Please provide at least two contacts)*

Name _____

Phone Number _____

Relationship _____

Name _____

Phone Number _____

Relationship _____

Please include any additional information you feel is necessary:

