

# Concord Village Condominium XII Association, Inc.



## Concord Village Condominium XII Association, Inc. is a 55-or-older Community

Sale Anticipated Closing Date: \_\_\_\_\_

Lease Anticipated Lease Dates: \_\_\_\_\_ to \_\_\_\_\_

- ONLY the applicant is authorized to complete application and sign all forms, etc.
- **Incomplete applications will be denied. Missing information will cause delays in processing your application. All application spaces **MUST** be filled in.**
- Print legibly or type all information.
- No pets allowed
- Interview is required for ALL applicants.
- Occupancy Regulations:
  - Occupancy is not permitted until ALL occupants have been interviewed & approved by the Association
  - Single Family Residence ONLY
- The Association has 30 days to process this application which begins from the day that ALL required information, etc. has been received. PLEASE NOTE: International Applications may take longer.

### The following must be submitted WITH the COMPLETED application – All documents must be current and legible.

1. A copy of Driver's License or other government issued ID for each Applicant
2. A copy of the full lease or purchase agreement & all addenda (fully executed by all parties).
  - i. PURCHASES ONLY – A copy of the escrow check/receipt showing a minimum of 15% down
3. Copy of Vehicle Registration for all vehicles that will be parking on property (if applicable). The name on the registration MUST be the same as the applicant(s)'. If not the same, a document must be provided from the registered owner(s) of vehicle(s) giving the applicant(s) authorization to drive/use said vehicle(s).
4. Application Fee: (\$100.00) per individual applicant 18 years old or older: Cash or Money Order only payable to Angel Property Management & Real Estate. Application Fee is Non-Refundable. PLEASE NOTE: International Application fee is \$200 per individual applicant 18 years old or older (due to the cost of international background reports)
5. Move-in/out common area deposit \$250 (returned after elevators inspected – 1<sup>st</sup> floor not required).
6. Purchases ONLY – An additional \$3,540 is due with this application (see last page for details).
7. Financial/Income Information:
  - i. A copy of three (3) bank statements
  - ii. If employed: A copy of two (2) Pay stubs
  - iii. If self-employed: A copy of most recent tax return
  - iv. If retired: A copy of Social Security Income Letter, recent tax return, or any income information from retirement account
  - v. A copy of Award Letter from disability, alimony, child support, etc. (if applicable)
8. Proof of passport or US Visa

**IF YOU WOULD LIKE A STATUS UPDATE: Please send your request to: [info@angelpm.com](mailto:info@angelpm.com). Status updates will not be given over the phone**

#### OFFICE USE ONLY:

Date Received: \_\_\_\_\_ Fee Received: \_\_\_\_\_ Accepted By: \_\_\_\_\_ Application Process Started: \_\_\_\_\_

# Concord Village Condominium XII Association, Inc.



## APPLICATION FORM

PROPERTY ADDRESS: \_\_\_\_\_ UNIT #: \_\_\_\_\_

### Applicant Information

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Marital Status: \_\_\_\_\_

Present Residence Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip code: \_\_\_\_\_ How long: \_\_\_\_\_

Reason for Leaving: \_\_\_\_\_ Rent or Own: \_\_\_\_\_

### Landlord's Info (if applicable):

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip code: \_\_\_\_\_ Email: Address: \_\_\_\_\_

### Prior Residence Information (1)

Prior home address: \_\_\_\_\_ How long: \_\_\_\_\_

City and State: \_\_\_\_\_ Zip code: \_\_\_\_\_ Phone: \_\_\_\_\_

Rent or Own: \_\_\_\_\_ Reason for Leaving: \_\_\_\_\_

### Landlord's Info (if applicable):

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

State: \_\_\_\_\_ Zip code: \_\_\_\_\_ Email: Address: \_\_\_\_\_

### Prior Residence Information (2)

Prior home address: \_\_\_\_\_ How long: \_\_\_\_\_

City and State: \_\_\_\_\_ Zip code: \_\_\_\_\_ Phone: \_\_\_\_\_

Rent or Own: \_\_\_\_\_ Reason for Leaving: \_\_\_\_\_

### Landlord's Info (if applicable):

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

State: \_\_\_\_\_ Zip code: \_\_\_\_\_ Email: Address: \_\_\_\_\_

# Concord Village Condominium XII Association, Inc.



## Vehicle Information:

Make of car: \_\_\_\_\_ Model Type: \_\_\_\_\_ Year: \_\_\_\_\_ License Plate#: \_\_\_\_\_ State: \_\_\_\_\_

Make of car: \_\_\_\_\_ Model Type: \_\_\_\_\_ Year: \_\_\_\_\_ License Plate#: \_\_\_\_\_ State: \_\_\_\_\_

Make of car: \_\_\_\_\_ Model Type: \_\_\_\_\_ Year: \_\_\_\_\_ License Plate#: \_\_\_\_\_ State: \_\_\_\_\_

## REFERENCE 1

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

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## REFERENCE 2

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

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## REFERENCE 3

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

## EMERGENCY CONTACT

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

# Concord Village Condominium XII Association, Inc.



## EMPLOYMENT HISTORY

### CURRENT EMPLOYER

Company: \_\_\_\_\_ Title: \_\_\_\_\_

Supervisor: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Employed from: \_\_\_\_\_ to \_\_\_\_\_ Monthly Gross Salary: \_\_\_\_\_

### PREVIOUS EMPLOYER

Company: \_\_\_\_\_ Title: \_\_\_\_\_

Supervisor: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Employed from: \_\_\_\_\_ to \_\_\_\_\_ Monthly Gross Salary: \_\_\_\_\_

Reason for Leaving: \_\_\_\_\_

## BANKING INFO

Bank Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Date Opened: \_\_\_\_\_ Type of Account: \_\_\_\_\_

Applicant represents that all information submitted is true and complete and authorizes the verification of same by reasonable means including retail, rental credit, as well as criminal background check by Angel Property Management & Sarma. Applicant understands that any false information given herein may constitute grounds for rejection of this application and/or forfeiture of any deposits.

By signing, the applicant recognizes that the Association, Angel Property Management & Real Estate, LLC and/or their agent, may investigate the information supplied by the applicant and a full disclosure of pertinent facts may be made to the Association. The investigation may be made of the applicant's character, general reputation, personal characteristics, credit standing, police arrest record and mode of living as applicable.

### **READ, ACKNOWLEDGED, AGREED, AND AUTHORIZED**

APARTMENT #: \_\_\_\_\_

\_\_\_\_\_  
Name of Applicant

\_\_\_\_\_  
Applicant's Signature indicating acknowledgement

\_\_\_\_\_  
Date





**ADDITIONAL ACKNOWLEDGEMENTS**

Property Address \_\_\_\_\_

**#1 - Please thoroughly read the below information, check one of the boxes, & sign/date.**

I, \_\_\_\_\_ certify that I have no criminal charges pending against me, nor have I been convicted of any felony or any misdemeanor by any federal, state, provincial or local government of the United States or any other country, nor have I been involved in any civil or administrative proceeding in connection with an allegation of fraud or similar misconduct. The term 'conviction' as used in this clause, means a judgment or conviction of a criminal court of competent jurisdiction, whether entered upon a verdict or plea, including due to a plea of nolo contendere or the equivalent.

I, \_\_\_\_\_ cannot certify to the above statement. In lieu of certifying the above statement, I understand that I must provide a detailed explanation of ALL of the circumstances which prevent me from certifying the above statement with this application. If more space is needed, please provide a separate letter.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPLICANT SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**#2 - Please thoroughly read the below information, check one of the boxes, & sign/date.**

I, \_\_\_\_\_ certify that I have never been evicted nor had any eviction paperwork filed against me.

I, \_\_\_\_\_ cannot certify to the above statement. In lieu of certifying the above statement, I understand that I must provide a detailed explanation of ALL of the circumstances which prevent me from certifying the above statement with this application. If the below area isn't enough space, please provide a separate letter/documentation.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPLICANT SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

# Concord Village Condominium XII Association, Inc.



## AGE VERIFICATION APPLICATION FORM

The following information must be furnished for each Concord Village XII unit so that we can monitor the percentage of residences occupied by at least one person 55 years of age or older in order to preserve the status of a community of housing for older persons in accordance with Federal and Florida Fair Housing Acts.

Address \_\_\_\_\_

Unit \_\_\_\_\_

### **Owner(s) as they will appear on the new recorded deed: (please print)**

Name	Relationship to Applicant	Age	Date of Birth

### **Occupants if different from above: (please print)**

Name	Relationship to Applicant	Age	Date of Birth

Each of the undersigned certifies that the above information is true and correct Copy of age verification needed: Please attach a copy of one of the following documents for person (s) who is over 55 years old. Driver's License, Birth Certificate, Passport, Immigration card, Military ID Signature. I/We agree move-in & move-out time is between 8:00 AM and 5:00 PM Monday – Saturday. No Sunday delivery.

### **READ, ACKNOWLEDGED, AGREED, AND AUTHORIZED**

APARTMENT #: \_\_\_\_\_

\_\_\_\_\_  
Name of Applicant

\_\_\_\_\_  
Applicant's Signature indicating acknowledgement

\_\_\_\_\_  
Date

## COLLECTION OF RENT AGREEMENT

I/We understand that the following 'Collection of Rent Agreement' will automatically apply to all current and/or future Tenants & Landlords and will automatically become part of any and all current and/or future lease agreements between any and all current and/or future tenant(s) and landlord(s). This Collection of Rent Agreement (this "Agreement") is made and entered into by and between Concord Village Condominium XII Association, Inc. ("Association"), Tenant(s), Occupant(s), and Landlord/Unit Owner.

WITNESSETH: WHEREAS, Florida Statutes dictate that upon approval of applicant(s), Landlord & Tenant will automatically include this 'Collection of Rent Agreement' in their current lease as well as any future lease.

NOW THEREFORE, in consideration of the mutual agreements and covenants contained herein and for other good and valuable consideration, it is mutually agreed and covenanted by and among the parties to this Agreement as follows:

1. Tenant and Unit Owner acknowledge and agree that Tenant is required to comply with the Association's Declaration of Condominium, By-laws, Articles of Incorporation and Rules and Regulations, as amended from time to time (collectively, the "Governing Documents"). The Governing Documents shall be deemed expressly incorporated into the Lease.
2. Tenant and Unit Owner acknowledge and agree that Unit Owner is required to pay to Association any and all assessments (the "Assessment") levied by Association in accordance with the Governing Documents.
3. In the event the Unit Owner fails to pay Association any Assessment when the same become due, Association shall be entitled to collect the Tenant's(s') rent payments ("Rent") owed to Unit Owner/Landlord under the Lease for the purpose of offsetting the delinquent Assessment(s).
4. If Association notifies Tenant that Unit Owner is delinquent in its Obligation to pay any Assessment, Tenant shall discontinue the payment of the Rent to Unit Owner and instead shall direct said Rent payments, in the same amount and frequency as set forth in the Lease, to Association until such time as Association directs Tenant to redirect Rent payments to Unit Owner. Any Rent collected by Association in excess of Unit Owner's delinquent Assessment will be promptly disbursed to Unit Owner. In the event Tenant fails to redirect the payments of Rent to the Association and instead continues to pay Rent to Unit Owner, Tenant shall become obligated along with the Unit Owner to pay the delinquent Assessments to Association, irrespective of any Rent payments that Tenant may already have made to Unit Owner.
5. In the event Unit Owner or Tenant fail to honor this Agreement or violate any of the other terms and provisions of the Governing Documents, Unit Owner and Tenant shall be subject to all remedies available to Association, including without limitation, injunctive relief and money damages in addition to any other remedies provided by law. Additionally, Association shall also have the power to evict Tenant in accordance with the Governing Documents for failure to honor this Agreement. All eviction costs will be owed by Unit Owner and considered a special assessment, which will be levied in accordance with the Governing Docs.
6. Unit Owner and Tenant acknowledge that Association would not have approved Tenant and the Lease but for the parties entering into this Agreement. Therefore, Tenant and Unit Owner hereby waive each of their rights to contest the validity of this Agreement or the validity of any of the remedies available to the Association.
7. The laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement. Venue shall be in Broward County, Florida.



# Concord Village Condominium XII Association, Inc.



8. This Agreement shall not be construed more strictly against one party than against the other merely because it may have been prepared by counsel for one of the parties, it being recognized that the parties have contributed substantially and materially to its preparation.
9. All notices, demands, and communications hereunder to the parties shall be served or given in accordance with the Governing Documents.
10. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute on and the same instrument.
11. This Agreement and the exhibits attached here to and forming a part here of, represent the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and between the parties. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon Tenant, Association or Unit Owner unless reduced to writing and signed by all three parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written. I/We have read the above 'Collection of Rent Agreement', understand and agree that if at any time the owner of the property that I am applying to live in becomes delinquent on any assessment (monthly, quarterly, regular or special) and/or falls behind on any payment owed to the association, I/We understand and agree to pay my/our rent that I/we owed to the association instead of to the Landlord. In addition, I/we agree, acknowledge, and understand that the above "Collection of Rent Agreement" will automatically become part of any lease including current and future leases and will be strictly enforced.

## READ, ACKNOWLEDGED, AGREED, AND AUTHORIZED

APARTMENT #: \_\_\_\_\_

\_\_\_\_\_  
Name of Applicant

\_\_\_\_\_  
Applicant's Signature indicating acknowledgement

\_\_\_\_\_  
Date



**DISCLOSURE AND ACKNOWLEDGEMENT:**

A consumer report and/or investigative 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 new and/or continued residence. **Such consumer report and/or an investigative consumer report may be obtained at any time during the application process or during your residence.** Upon timely written request of the management, 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.

It may take up to 30 days to process your application. For international applicants, additional fees and time will be required.

When an application is received by the Association, and all required forms and documentation have been met, the Association will consider that application as complete. Only once completed application is submitted will the processing of the application commence. During the processing of the application there will be NO verbal communication between the office staff, buyer, seller, tenants, landlords, or their respective real estate agents. It is the responsibility of the applicant to submit their application complete and in a timely manner in order to accommodate expected occupancy and/or closing dates.

Applicant hereby represents that the information set forth on this application is true and complete. Material misrepresentations on the Application will constitute fraud and will result in an automatic denial of your application and/or approval. If misrepresentations or fraud is discovered after approval has been given, then the approval will be rescinded and automatically be null & void.

Applicant also acknowledges that the application fee will not be applied to any deposit amount of any kind. In the event this applicant is approved or disapproved, this sum will be retained by Management to cover the cost of processing this application as furnished by applicant.

**READ, ACKNOWLEDGED, AGREED, AND AUTHORIZED**

APARTMENT #: \_\_\_\_\_

\_\_\_\_\_  
Name of Applicant

\_\_\_\_\_  
Applicant’s Signature indicating acknowledgement

\_\_\_\_\_  
Date



**AUTHORIZATION TO PERFORM BACKGROUND CHECK**

**AUTHORIZATION TO RELEASE CRIMINAL HISTORY INFORMATION REPORTS, DRUG OFFENSE, VIOLENCE REPORTS, CREDIT BUREAU REPORTS, AND/OR MOTOR VEHICLE REPORTS, I ACKNOWLEDGE I MAY BE SUBJECT TO A “CONSUMER REPORT” and/or AN “INVESTIGATIVE CONSUMER REPORT”** *(which may include information about my character, general reputation, personal characteristics, and/or mode of living, and which can involve personal interviews with sources such as neighbors, friends and associates.)*

I hereby authorize **ANGEL PROPERTY MANAGEMENT AND REAL ESTATE, LLC.**, as agent for **Concord Village Condominium XII Association, Inc.** (herein the “Association”), to make inquiries to MAF Background Screening (“MAFBS”), a consumer reporting agency, and any other information deemed necessary by the Association, for the purpose of the Association evaluating my application. I understand that such information may include but is not limited to my credit history, civil and criminal information, records of arrest, rental history, employment/salary details, vehicle records, licensing records, banking information and/or any other necessary information. I understand that subsequent consumer reports may be obtained and utilized under this authorization in connection with an update, renewal, extension or collection with respect to or in connection with the rental, lease or purchase of a residence for which this application was made. I hereby expressly release ANGEL PROPERTY MANAGEMENT AND REAL ESTATE, LLC. And any procurer or furnisher of information, from any liability what-so-ever in the use, procurement or furnishings of such information and understand that my application information, including Social Security Number, shall remain confidential except through court order or subpoena as provided under relevant law.

I also agree that a fax or photocopy of this authorization with my signature or electronic signature be accepted with the same authority as the original. I also agree that this information may be viewed by any **ANGEL PROPERTY MANAGEMENT AND REAL ESTATE, LLC.**, employee or any current Board of Director with Concord Village Condominium XII Association, Inc.

Full Name of Applicant *(please print)*: \_\_\_\_\_

Current Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ S-S-N: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CERTIFICATION:**  
Angel Property Management and Real Estate, LLC., hereby certifies to MAF Background Screening that it is requesting a consumer report(s) on the applicant named above and that Angel Property Management and Real Estate, LLC., will use that report(s) for PERMISSABLE purposes.  
MAF BACKGROUND SCREENING 800.226.4483 134 S Tampa Street Tampa FL 33602

# Concord Village Condominium XII Association, Inc.



## **ATTENTION – MAILBOX KEYS**

If the property you are leasing or purchasing has a locked mailbox assigned to the property, please be advised that Angel Property Management & Real Estate, LLC does not maintain mailbox keys, mailbox locks or the assignment of mailboxes to owners or tenants. If the seller or landlord does not supply you with a mailbox key, please contact the US Postal Service for instructions to replace the lock properly.

## **UNDERSTANDING & ACKNOWLEDGEMENT OF OWNER'S/RESIDENTS RESPONSIBILITIES**

1. I/ We are in receipt of the Concord Village Recreation Assn. & Concord Village Condominium XII Association, Inc.'s condo documents, bylaws, etc. which we agree to adhere to and not commit violations of.
2. I/ We promise to pay Recreation Assn. and Condominium Assn. Maintenance fees on the first day of each month as required.
3. I/We agree to pay assessments levied by the Boards of Directors of the Recreation Assn. and/or Condominium Assn. As directed and on time.
4. I/We understand that failure to pay Maintenance Fees or assessments on time may result in additional costs such as late charges, fines, liens, and possibly foreclosures at the discretion of the Board of Directors.
5. I/We agree that telephone numbers and keys to our unit will be supplied (and kept current in the event of changes) to the Condominium Assn. Secretary. Telephone numbers, mailing addresses (if different) will at all times be kept current with the Recreation Assn. and Condominium Assn. Secretaries.
6. I/We agree that we will not make any alterations to the construction of the unit without written permission from the Recreation Assn. and Condominium Assn. Exterior colors will conform to building standards at all times. All screens and screen doors will be kept in good repair at all times by the unit owner.
7. I/We agree not to place potted plants or other potentially hazardous encumbrances along the outside perimeter of the building.
8. I/We agree to deposit the sum of \$200 with the building Treasurer to indemnify the building against possible move-in damage to building property. This deposit, less damage charges will be returned within ten (10) days after moving in.
9. I/We agree no pets at any time.
10. I/We agree move-in & move-out time is between 8:00 AM and 5:00 PM Monday – Saturday. No Sunday delivery.

### **READ, ACKNOWLEDGED, AGREED, AND AUTHORIZED**

APARTMENT #: \_\_\_\_\_

\_\_\_\_\_  
Name of Applicant

\_\_\_\_\_  
Applicant's Signature indicating acknowledgement

\_\_\_\_\_  
Date

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## RULES AND REGULATIONS

### CONCORD VILLAGE RECREATION ASSOCIATION, INC.

#### A 55-OR-OLDER COMMUNITY

#### THE FOLLOWING RULES ARE ENFORCEABLE LEGALLY BY THE ASSOCIATION.

1. Vestibules, halls, stairways, elevators and other condominium areas and facilities of a similar nature must remain unobstructed. They shall be used only for normal transit.
2. Lobbies, vestibules, hallways, stairways, elevators and other condominium areas and facilities of a similar nature shall not be used for storage or placement of any furniture, packages or objects of any kind, other than those authorized by the Association.
3. Children shall not be permitted to loiter or play in the lobbies, vestibules, hallways, stairways, elevators or other areas and facilities of a similar nature.
4. Hanging, cleaning, or beating garments, rugs, etc. from windows, balconies, terraces, or facades of building, or in the lobbies, vestibules, hallways, stairways or other condominium areas of similar nature is prohibited.
5. Throwing or leaving garbage or trash outside disposal installations provided for such purposes are prohibited.
6. All damage to common elements caused by the moving or carrying of articles therein shall be the responsibility of and shall be paid for by the person for whose benefit said articles are being transported.
7. No owner, occupant, or licensee shall post his name or any other notice in any lobby, vestibule, hallway, stairway or other condominium area, except in places provided, therefore.
8. Units shall be occupied and used by their respective owners only as private dwellings for such owners, their families, tenants, and social guests, and for no other purpose whatsoever.
9. There shall be no renting or leasing to families with children under the age of 16 years.
10. There shall be no renting or leasing of any unit more than twice a year, nor shall there be any subleasing.
11. Any application for approval by the Association of a lease, sale, or other transfer of title shall be accompanied by a non-refundable fee of \$100.00, which shall cover the expenses of any investigation of the application.
12. Units may be rented only in their entirety, and no unit may be rented for hotel or transient purposes.
13. Residents shall exercise extreme care about making noises or playing music, which may disturb other residents. No residents shall play or allow to be played any musical instrument, radio, television, or the like between the hours of 11 :00 p.m. and the following 8:00 a.m., if the same will disturb or annoy any other residents.
14. No pets shall be permitted, except that those unit owners who purchased their units directly from University Housing Corporation and owned a pet at the time of executing their agreement to purchase, shall be permitted to keep that same pet, provided:
  - a. The pet is expressly described in the agreement to purchase
  - b. The pet weighs less than 14 pounds
  - c. The pet may not be replaced
  - d. Such pet does not disturb or annoy other residents

Said unit owners keeping pets shall abide by all governmental sanitary regulations, shall keep such pets leashed at all times and shall be responsible for any inconvenience or damage caused by such pets. Guests of unit owners and lessees are not permitted to keep any pets. It is the policy of the Association to curb the keeping of pets &, therefore, no one may be permitted to bring any new pets within the condominium properties.

# Concord Village Condominium XII Association, Inc.



15. Owners shall not take or cause to be taken within their units any action which would jeopardize the soundness or safety of any part of the condominium property, or impair any easement or right appurtenant thereto or affect the common elements, without the unanimous consent of all owners who might be affected thereby.
16. Owners shall not permit anything to be done or kept in their units that would increase the rate of fire insurance thereon or on the condominium as a whole.
17. No owner, lessee, or licensee shall install wiring for any electrical or telephone installation, or any television antenna, machine, air conditioning unit or the like on the exterior of the building, or which protrudes through the walls or the roof of the building, except as authorized by the Board of Directors of the Association.
18. No draperies, shades, awnings or the like shall be used on the exterior of any balcony or terrace. No sheets, blankets, aluminum foil, advertising materials or the like are allowed to be used as window coverings or displayed in the windows, and no signs of any kind shall be placed in or on windows, doors, balconies, terraces, facades or other exterior surfaces of the building.
19. Water shall not be kept running for an unreasonable or unnecessary length of time.
20. Within his own unit, each unit owner shall promptly perform all maintenance and repair work that, if omitted, would affect any common elements, any portion of the property belonging to other owners, or the condominium as a whole. Each unit owner shall be responsible for all damages and liabilities that any failure to maintain or repair may engender.
21. No offensive or unlawful use shall be made of condominium property or any part thereof, and each unit owner shall, at his own expense, comply with all city, state and federal laws, statutes, ordinances, regulations, orders, or requirements affecting his unit.
22. Unit owners and their families, guests, tenants and employees will abide by the following parking and traffic regulations:
  - a. Horns are to be used only when necessary for the safe operation of vehicles.
  - b. Owners shall not park, nor shall they permit their families, guests or tenants to park in the parking spaces of other owners, or in such manner as to prevent ready access to the parking spaces of other owners. Improperly parked vehicles may be subject to removal at their owner's expense.
  - c. Owners, their families, guests, tenants & employees shall abide by such traffic & parking regulations as may be posted at the parking areas & on driveways of the condominium.
23. All posted rules in laundry rooms must be observed.
24. When using washer or dryer, please wipe tops of machines and clean filters of washers and dryers.
25. Close door of laundry room and turn off lights when leaving.
26. All garbage, trash & all other items must be enclosed in plastic bags and sealed with a tie prior to placing in chute.
27. Under no circumstances are newspapers, cartons, bottles or bags of garbage to be left in laundry rooms or trash chute rooms. In the event the garbage chutes are filled, garbage must be taken to the garbage bins.
28. No wet or bare feet or spiked shoes are allowed in lobby, hallways, stairways or elevators.
29. No names are to be posted on mail receptacles, except in slot for that purpose.
30. No bicycles, scooters, baby carriages, toys, or other articles are allowed to stand in any of the common areas.
31. No running, jumping or creating any disturbance in foyer, catwalks or other common elements.
32. No towels, bathing apparel, linens, etc. are to be dried or hung on balcony or balcony railings.
33. No electrical, gas operated, or charcoal barbecues allowed on balconies or terraces.
34. No soliciting by residents or non-residents allowed. Please advise all tradesmen of this rule.

# Concord Village Condominium XII Association, Inc.



35. No boat trailer, truck, camper, mobile home, motor home or commercial vehicles shall remain on condominium property more than 24 hours, except that the Board of Directors may grant, by written permission, an exemption to a unit owner under certain circumstances where a vehicle must be used by the unit owner in his or her gainful employment.
36. Rules not superseded by these rules remain in effect.
37. There shall be no sunbathing, playing of games, or leaving of chairs or other articles unattended on common areas, except near the pool area where it is impossible, due to congestion at the pool, to do otherwise.

## **Swimming Pool Rules and Regulations:**

1. Use of the pool shall be permitted between sunrise and sundown and at such other times as determined and posted by the Board.
2. Showers must be taken before entering the pool.
3. No person having any disease of the eyes, ears, nose, throat or skin, or any communicable disease shall be permitted in the pool.
4. No life preservers (except for emergency use), rafts, toys or other objects shall be permitted in the pool.
5. No running, pushing, shouting, or unnecessary splashing shall be permitted in the pool area.
6. No glass container of any kind shall be permitted in the pool area.
7. No furniture provided for the pool area may be removed therefrom.
8. No occupant of the condominium under the age of 16 years shall be permitted to entertain guests at the pool or pool area, unless accompanied and supervised by parent or guardian, who is an occupant of the condominium.
9. The pool and pool area are for the exclusive use of occupants and their guests, and occupants shall in all cases be responsible for the conduct of their guests.
10. All persons using the pool and pool area shall comply with the requests of the attendants respecting matters of personal conduct in and about the pool and pool areas.
11. All owners and guests must observe posted rules at pool side.
12. Persons using suntan lotion must protect lounges by covering with towel.
13. No lounges or chairs are to be reserved, or towels and articles to be left at pool area unattended.
14. Infants in diapers or non-toilet trained children are NOT allowed in pool.
15. Sole responsibility for safety and conduct of children using pool or pool area lies with parent or guardian.
16. After use of pool, please empty ashtrays and replace chairs and lounges in tidy manner.
17. Pool area closed after 11:00 p.m.



# Concord Village Condominium XII Association, Inc.



## ADDITIONS TO RULES AND REGULATIONS AS REQUIRED BY CONDOMINIUM ACT EFFECTIVE APRIL 1, 1992

### A. INSURANCE

- Please be advised that the Florida Condominium Statute 718.11 has been changed effective July 1, 1992. This change affects insurance on equipment located within the interior of the Condo units.
- The law reads: *"Contracts entered into after July 1, 1992 will no longer afford coverage on the following equipment if it is located within a unit and the unit owner is required to replace or repair such equipment. Electrical fixtures, appliances, air conditioners or heating equipment, water heaters, or built in cabinets"*. Therefore, the unit owner is responsible for the insurance on all of the above. Policies currently in force will not be affected until their expiration

### B. MANNER OF INSPECTION OF ASSOCIATION RECORDS

- All requests must be submitted in writing ten (10) days in advance. Records can be reviewed at the Management office. Copies of any records can be obtained at .15 cents per copy. No original records can be removed at any time from the office.

### C. BOARD OF DIRECTORS, MEMBERSHIP AND COMMITTEE MEETINGS

- The Annual Meeting is once a year and is for the purpose of the election of the Association Board of Directors. Prior notice for this meeting will be mailed to each unit owner with a specific date and time as to where the meeting will be held.
- Special, Membership, and Committee Meetings will be posted at all mailboxes. In some cases, a mailing to all unit owners as to time, place, and agenda would be utilized. These meetings will be held only when necessary.
- Unit owners have the right to tape record or videotape meetings of the Board of Administration.
- Unit owners only have the right to attend such meetings includes the right to speak at such meetings with reference to all agenda items. The association will have the right to adopt reasonable rules regarding the frequency, duration, and manner of unit owner statements.

### D. HURRICANE SHUTTER SPECIFICATIONS

- All hurricane shutters must conform with existing shutters. If in doubt, please submit the specifications of the type and color you intend to install for written approval from the association prior to purchase and installation.

### E. KEYS AND TELEPHONES

- All unit owners are required to provide the association with telephone numbers as to where they can be reached in an emergency and provide a key to their apartments so that the association can have access to their apartments in the case of an emergency.

## **READ, ACKNOWLEDGED, AGREED, AND AUTHORIZED**

APARTMENT #: \_\_\_\_\_

\_\_\_\_\_  
Name of Applicant

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Applicant's Signature indicates acknowledgement of all Rules & Regulations, By Laws, & Amendments of Concord Village Condominium XII Association, Inc.



# Concord Village Condominium XII Association, Inc.



CFN # 111249887, OR BK 49410 Page 778, Page 1 of 10, Recorded 01/11/2013 at 10:28 AM, Broward County Commission, Deputy Clerk 3505

## CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF CONCORD VILLAGE CONDOMINIUM XII ASSOCIATION, INC.

### WITNESSETH:

WHEREAS, the Declaration of Condominium of Concord Village Condominium XII Association, Inc., was duly recorded amongst the Public Records of Broward County, Florida, in Official Records Book 11846 at Page 647 et. seq. ; and

WHEREAS, the requisite number of Unit Owners as required by the Declaration of Condominium of Concord Village Condominium XII Association, Inc., have voted in the affirmative for each Amendment attached hereto as Exhibit "A"; and

WHEREAS, a record as to the Units that voted in the affirmative with regard to said Amendments is attached hereto as Exhibit "B";

NOW THEREFORE, the undersigned hereby certify that the attached Amendments are a true and correct copy of the Amendments to the Declaration of Condominium of Concord Village Condominium XII Association, Inc. as approved,

IN WITNESS WHEREOF, Concord Village Condominium XII Association, Inc. has executed this Amendment to the Declaration of Condominium of Concord Village Condominium XII Association, Inc., this 15 day of November, 2012

CONCORD VILLAGE CONDOMINIUM XII ASSOCIATION, INC.,  
a Florida not-for-profit corporation

By: Gary Ruesky  
President

WITNESS  
Sign: Maria D. Mattei  
Print Name: Maria D. Mattei

Sign: MICHAEL BARNETT  
Print Name: MICHAEL BARNETT

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15 day of Nov, 2012, by \_\_\_\_\_, as President of Concord Village Condominium XII Association, Inc. a Florida ~~not-for-profit~~ corporation.

~~Personally Known~~ OR  
Produced Identification \_\_\_\_\_

Type of Identification \_\_\_\_\_

NOTARY PUBLIC-STATE OF FLORIDA

Sign \_\_\_\_\_

Print Margaret Talerico



10

Exhibit "A"

AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM OF CONCORD VILLAGE XII  
CONDOMINIUM ASSOCIATION, INC.

(Deletions indicated by ~~strikeout~~ ----, additions by underlining)

I. Amendment to Article XIV(A) of the Declaration of Condominium of Concord Village XII Condominium Association, Inc.:

XIV MAINTENANCE OF COMMUNITY INTERESTS

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Apartments, the transfer of Apartments by any owner other than the Developer shall be subject to the following provisions as long as the Condominium exists and the building is in useful condition upon the Land, which provisions each Apartment Owner covenants to observe the following provisions:

- A. Transfers subject to Approval.
- (1) Sale. No Apartment Owner may dispose of an Apartment or any interest in an Apartment by sale without approval of the Association, except to the owner of another Apartment.
  - (2) Lease. No Apartment Owner or lessee of an Apartment may dispose of an Apartment or any interest in an Apartment by lease without approval of the Association, except to the owner of another Apartment.
    - (a) ~~That no~~ No unit shall be leased within any twelve (12) month period following the acquisition of title thereto. Any current lease on a unit shall expire upon acquisition/transfer of title thereto.
      - (1) In each and every permitted leasing of a unit, subsequent to the aforementioned twelve (12) month period of restriction, the subject lease must be for not less than a twelve (12) month term of tenancy.
      - (2) For purposes hereof, occupancy of a Unit by a person or persons in the absence of the Owner, except for the spouse of the Owner, parents, grandparents or siblings, of either the Owner or spouse, in excess of thirty (30) days, shall be treated as a lease, whether there exists a written lease or not and must be approved in advance in writing by the Association.
  - (3) Gift. If any Apartment Owner shall acquire his title by gift, the continuance of his

# Concord Village Condominium XII Association, Inc.



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ownership of his Apartment shall subject to the approval of the Association.

- (4) **Devise or Inheritance.** If any Apartment Owner shall acquire his title by Devise or Inheritance, the continuance of ownership of his Apartment shall be subject to the approval of the Association
- (5) **Other Transfers.** If any Apartment Owner shall acquire his title in any manner not considered in the foregoing subsections, the continuance of his ownership of his Apartment shall be subject to the approval of the Association.
- (6) **Mortgages.** In any instance subject to Association approval pursuant to the foregoing and/or in any instance wherein a unit owner desires to refinance or obtain secondary financing by use of the unit as security for the repayment thereof, the following shall apply:

(a) No transfer or other instance wherein a mortgage lien or liens shall be created against any unit shall be permitted wherein the principal balance due thereunder, or under the total of all such financing, is in excess of 85% of the unit's fair market value as it then exists.

(b) Unit Owners shall therefore be required to present all such evidence as the Association may reasonably require in any instance wherein mortgage financing is to be involved, necessary to establish that there exists or will exist after said financing is obtained, an unencumbered equity held by the owner of not less than 15% of the unit's fair market value.

## **II. Amendment to Article XII of the Declaration of Condominium of Concord Village XII Condominium Association, Inc.:**

A. Concord Village Condominium - Building 5 is an adult community wherein housing for older persons, 55 years of age or older is provided.

B. Subject, therefore, to the regulations imposed by all applicable state and federal laws against unlawful discrimination, and in order to maintain the intended adult community nature thereof, permanent residency and/or occupancy within any unit, whether pursuant to purchase, lease or any other form of conveyance of any interest therein, shall be limited to single families wherein at least one (1) resident/occupant within each such unit is, at the commencement of such residency and/or occupancy at least 55 years of age or older.

C. The Board of Directors shall, therefore, establish and adhere to policies and procedures in compliance with the Rules promulgated by the Department of Housing and Urban Development for maintaining said senior housing exemption to the Fair Housing Act.

D. Said policies and procedures shall serve to ensure that the Association routinely determines the occupancy of each unit and whether at least one occupant in 80% thereof is at least 55 years of age or older.

# Concord Village Condominium XII Association, Inc.



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E. Such procedures shall be made a part of the normal purchasing and leasing requirements, and shall be regularly updated through surveys or other means as to the occupants of each unit at least once every two (2) years.

F. Evidence of the occupant's age, such as a copy of a driver's license, birth certificate, passport, immigration card, military identification, a self-certification by the individual or an affidavit from someone who knows the age of the occupant and states the basis for such knowledge, must be obtained and kept on record by the Association.

G. Additionally, no subletting of any portion of a unit may be rented and no transient use shall be made of any unit.

H. No leases having a term of less than nine (9) ~~twelve (12)~~ months shall be made with respect to any unit. The Apartments shall be used for single-family adult residences only. No separate part of an Apartment may be rented and no transient (as defined in Chapter 509, Florida Statutes) may be accommodated therein for compensation or commercial purposes. No children under the age of eighteen (18) shall be permitted to reside in any of the Apartments on a permanent basis or for a period of time which exceeds a total of sixty (60) days per calendar year. Children under the age of eighteen (18) shall be permitted to visit and temporarily reside in any Apartment for a period of time not to exceed sixty (60) days per calendar year.

I. An Apartment Owner shall not permit or suffer anything to be done or kept in his Apartment which will: increase the insurance rates on his Apartment, the Common Elements or any portion of Concord Village; obstruct or interfere with the rights of other Apartment Owners or the Association; or annoy other Apartment Owners by unreasonable noises or otherwise. Any Apartment Owner shall not commit or permit any nuisance or illegal act in his Apartment, on the Common Elements or any portion of Concord Village.

J. An Apartment Owner other than Developer shall show no sign, advertisement or notice of any type on the Common Elements, other portions of Concord Village areas or in or upon his Apartment and shall erect no exterior antennae or aerials upon any portion or part of his Apartment, the Common Elements or other portions of Concord Village.

K. Occupancy of an Apartment, as to permanent residents, is restricted to four persons over the age of 18 years for a two bedroom Apartment and two persons over the age of 18 years for a one bedroom Apartment. Individuals in excess of said number may be permitted to visit and temporarily reside in an Apartment for periods not to exceed sixty (60) days in total in any calendar year.

L. Except as provided under the Rules and Regulations, an Apartment Owner shall not keep any pet in his Apartment, or keep any other animals, livestock or poultry or may any of the same be raised, bred or kept upon any portion of the Condominium Property or other portions of the Concord Village Community. No clothesline or other similar device shall be allowed in any portion of the Condominium Property. No trucks or other commercial vehicle shall be permitted on any portion of the Condominium Property, except for the furnishing of goods and services to the Condominium Property and its residents, and then only in accordance with the Rules



and Regulations.

**III. Amendment to Article XVI of the Declaration of Condominium of Concord Village XII Condominium Association, Inc.:**

**XVI PROVISIONS FOR COMMON EXPENSES  
AND ASSESSMENTS**

**A. Common Expenses**

The Association, by its Board, shall prepare a budget for the operation and management of this Condominium. This budget shall be prepared and adopted in accordance with the Condominium Documents and the Act. That portion of the Recreation Area Expenses (as defined in the Covenants Declaration) allocated by the Recreation Association to the Apartments Owners in this Condominium, together with the amount required pursuant to the approved budget shall constitute the Common Expense. Except as otherwise provided in the Condominium Documents, the Common Expenses, in turn shall be allocated to each Apartment Owner based upon each Apartment Owner's share of Common Expenses and shall be assessed as the "Annual Assessment". Each Apartment Owner shall be liable for an "Annual Assessment" equal to 1/42 of the Common Expenses as above determined. Notwithstanding the above stated method of allocation, however, each Apartment Owner shall be obligated to pay in addition to the Annual Assessment, such special assessments as shall be levied by the Board against his Apartment either as a result of (a) extraordinary items of expense; or (b) such other reason or basis determined by the Board which is not inconsistent with the terms of the Condominium Documents or the Act.

**B. Assessments**

Assessments shall be made and determined as provided herein and in other Condominium Documents. Annual Assessment shall be payable in quarterly installments or in such other installments as the Board may determine (but in no event less frequently than quarterly) and notice shall be given to Apartment Owners in writing ("Assessment Payment Method" ) of each Assessments, the due dates, and the method of payment.

- I. The record owners of each Apartment shall be personally liable, jointly and severally, to the Association for the payment of Annual Assessments and any special assessments levied by the Association and for all costs of collecting delinquent assessment, plus interest and reasonable attorneys' fees as hereinafter provided. In the event of default in the payment of any installment under the Assessment Payment Method used by the Board or a default in payment of a special assessment, the Board may accelerate remaining installments of the Annual Assessment upon notice thereof in the Apartment Owner in default, whereupon, the entire unpaid balance of the Annual Assessment shall become due upon date stated in the notice (which date shall not be less than ten (10) days after the date of the notice). In the event any special assessment, installment under the Assessment Payment Method or accelerated Annual Assessment is not paid within twenty (20) days after its due date, the Association, through the Board, may proceed to enforce and collect said assessment against the Apartment Owner owing the same in any manner provided for by the Act, including

# Concord Village Condominium XII Association, Inc.



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foreclosure and sale.

2. The Association may at any time require Apartment Owners to maintain a minimum balance on deposit with the Association to cover future installments of assessments charged to it or chargeable to it. At the time of submission of an application for residency pursuant to a proposed sale and purchase of a Unit as elsewhere provided herein, the person seeking approval to purchase the Unit ("remitter / buyer") shall be required to remit to the Association certified funds in an amount equal to twelve (12) months worth of maintenance assessments to be utilized as a deposit as hereinafter described. Said funds must be tendered to the Association along with the screening package or the screening will not be conducted. In the event the transfer is disapproved by the Association as provided herein, the funds will be returned to the remitter / buyer within thirty (30) days of such disapproval. In the event that the transfer is approved, the sums shall be held in escrow by the Association pursuant to the following terms and conditions:
  - (i) The Unit Owners must remain current in their payment of maintenance assessments for a period of two (2) years and, under no circumstances, shall the Unit Owners' payment of any and all assessments become delinquent for a consecutive period exceeding ninety (90) days.
  - (ii) All sums received by the Association under this provision will be kept in an interest bearing account and shall not be commingled with other funds of the Association.
  - (iii) The sums tendered relative to any purchase and sale, including any accrued interest, shall be disbursed to the Association under the following conditions:
    - (a) Title is transferred as a consequence of the Unit being foreclosed by a lien holder other than the Association; or
    - (b) Title is transferred as a consequence of the Unit being foreclosed by the Association for past due assessments, or
    - (c) Title is transferred voluntarily or involuntarily, and assessments, late fees, interest, costs of collection, attorney's fees and costs are due and owing to Association; or
    - (d) Upon the filing of any bankruptcy by any of the owners of the Unit; or
    - (e) Title is transferred by virtue of a deed in lieu of foreclosure.
  - (iv) In the event of the occurrence of any of the events described in Subparagraphs (i) or (iii) (a) through (e) above, the Association shall disburse the escrow sums to the Association as reimbursement for any past due regular and special assessments, late fees, interest, cost of collection, damage to common area, fines, attorney's fees and costs incurred by, or due and owing to the Association relative to the subject Unit. The balance remaining in escrow after such disbursement to the Association, if any, shall be disbursed to the remitter / buyer.
  - (v) In the event that title is not transferred as described in Subparagraph (iii) above, and

# Concord Village Condominium XII Association, Inc.



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the remitter / buyer has established an on time payment history with the Association for twenty-four (24) consecutive months or the Unit is subsequently sold by remitter / buyer, whichever date is earlier, the sums with interest, shall be disbursed to the remitter / buyer. Sums with accrued interest which were earned on the funds during the time same were held by the Association will only be disbursed to the remitter / buyer or his heirs or assigns upon the written request of same via Certified U.S. Mail after the expiration of the terms as described above. Should the Unit Owner(s) default under any of the terms set forth in Subparagraphs (i) or (iii) (a) through (e) above, the Association shall be entitled to hold the deposit funds, or the remainder thereof, in escrow until such time that the Unit is sold or transferred.

3. In connection with assessments, the Association shall have all the powers, rights, privileges and legal remedies provided for by the Act, specifically including a lien upon each Apartment for any unpaid assessments and interest thereon, together with reasonable attorneys' fees incurred by the Association incident to the collection of assessments and/or enforcement of such lien. Assessment and installments thereof not paid when due shall bear interest from the date when due until paid at the rate of ten (10) per cent per annum (or the highest rate of interest then permissible under the law of the State of Florida).
4. It is specifically acknowledged that the provisions of Section 718.116(6) of the Act are applicable to the Condominium, and further, in the event an Approved Mortgage or its designee obtains title to an Apartment by foreclosure or voluntary conveyance in lieu of foreclosure, such mortgage or designee, its successors and assigns shall not be liable for accrued assessment or Common Expenses prior to its acquisition of title, unless such accrued assessment or Common Expenses is secured by a claim of lien therefor that is recorded prior to the recording of its mortgage.

IV. Except as specifically amended and modified herein, all other sections of the DECLARATION shall remain unchanged and in full force and effect according to their terms.

# Concord Village Condominium XII Association, Inc.



OR BK 31573

PG 0855

## Amendment to Article XIV Maintenance of Community Interests of the Declaration of Condominium of Concord Village XII Condominium Association, Inc.

It is hereby proposed by the Board of Directors that Article XIV of the Declaration of Condominium of Concord Village XII Condominium Association, Inc. be now amended by adding to Lease thereof the following:

That Article XIV (2) Lease of the Declaration of Condominium be now amended by adding as subsection (a) thereof the following:

(a) That no unit shall be leased within any twelve (12) month period following the acquisition of title thereto.

(1) In each and every permitted leasing of a unit, subsequent to the aforementioned twelve (12) month period of restriction, the subject lease must be for not less than a twelve (12) month term of tenancy.

In all other respects, Article XIV of the Declaration, save as expressly amended by the foregoing, shall remain in full force and effect.

### **FINAL DISCLOSURES**

I/We, the applicant(s) for this condominium have read the rules and regulations, documents, By-Laws, Covenants, etc. for Concord Village Condominium XII Association, Inc. and agree to abide by ALL property promulgated current and/or future amendments in effect within the terms of my/our occupancy/ownership. I/We understand that if I/We fail to abide by any of aforementioned, then I/we and all persons residing in the unit, are subject to non-renewal of the lease, eviction, fines and/or other legal remedies available to the association. I also understand that I will be responsible for all fines, attorney fees, court costs, and any other fees incurred in the enforcement of the rules and regulations, Documents, By-Laws, Covenants, etc. for Concord Village Condominium XII Association, Inc. I/We acknowledge that I have READ, UNDERSTAND, CERTIFY & AGREE TO (but not limited to) the terms of ALL disclosures of said application, including but not limited to the disclosure of the Background Screening, Pet Policy, Collection of Rent Agreement, and Rules and Regulations for the community in which I am applying for. I/We, submit this application to Concord Village Condominium XII Association, Inc. and Angel Property Management and Real Estate, LLC. for consideration to reside in the community. I/We certify that all of the information provided in this application is complete and true to the best of my/our knowledge. I/We understand that any fees associated with this application, inspection, and/or obtaining my/our background, credit history, etc. is non-refundable. I/We understand that parking is strictly enforced. I/We understand that completing this application does not provide me the privilege to park on the premises of Concord Village Condominium XII Association, Inc. In addition, I/we understand that completing and submitting this application does NOT provide me/us the right to move-in, a formal Association approval/certificate is required for EVERY APPLICANT.

### **READ, ACKNOWLEDGED, AGREED, AND AUTHORIZED**

APARTMENT #: \_\_\_\_\_

\_\_\_\_\_  
Name of Applicant

\_\_\_\_\_  
Applicant's Signature indicating acknowledgement

\_\_\_\_\_  
Date



# Concord Village Condominium XII Association, Inc.



## PURCHASES ONLY

### REQUEST FOR APPROVAL TO PURCHASE/SELL

#### Part 1: To be completed by Seller(s):

i. Seller(s) Name(s): \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Phone #(s): \_\_\_\_\_  
Email (s): \_\_\_\_\_

ii. Description of Property Being Sold: Unit #: \_\_\_\_\_ Bldg #: \_\_\_\_\_

iii. Do you have an Attorney representing you in this transaction?  Yes  No If yes . . .

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

iv. Is there a real estate broker involved in this transaction?  Yes  No If yes . . .

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

v. What is the anticipated closing date of this transaction? \_\_\_\_\_

#### Part 2: To be completed by Buyer(s):

Full Names of all Buyers: \_\_\_\_\_

If further information is needed by this office, list person to be contacted:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

# Concord Village Condominium XII Association, Inc.



## PURCHASES ONLY

### THE MONTHLY MAINTENANCE FEE & WARRANTY DEED AGREEMENT FORM

I Understand that there is a monthly maintenance payment due on the first (1<sup>st</sup>) of each month. Payment will become delinquent after the 10<sup>th</sup> of the month and a \$25.00 late fee will be charged.

I understand that I am responsible for making the maintenance payment from the date of closing regardless of whether or not I have received an invoice or coupon book, etc.

I certify and agree that upon closing of said property, I will provide a copy of the executed closing statement and a copy of the recorded deed to the Association/Management Company within 5 days of the closing date.

#### READ, ACKNOWLEDGED, AGREED, AND AUTHORIZED

APARTMENT #: \_\_\_\_\_

\_\_\_\_\_  
Name of Applicant

\_\_\_\_\_  
Applicant's Signature indicating acknowledgement

\_\_\_\_\_  
Date



## PURCHASES ONLY

### OCCUPANCY APPLICATION INSTRUCTIONS

This Instruction Sheet must be completed and returned to our office along with the required pre-paid maintenance deposit in the amount of \$3,540.00. This amount represents twelve (12) months pre-paid maintenance and is required from all buyers **AT THE TIME OF SUBMITTING THE APPLICATION.**

Payment must be in the form of a money order or certified Cashier's Check payable to Concord Village XII. Payment will be returned or refunded if your purchase is cancelled or your application is denied.

After one (1) year of ownership, the owner may request this money to be refunded to them. This request must be in writing and will only be completed for unit owners that have a \$0 balance and that have had NO late payments for the last twelve (12) months.

PROPERTY ADDRESS: \_\_\_\_\_

SELLER \_\_\_\_\_

BUYER \_\_\_\_\_

BUYERS EMAIL ADDRESS \_\_\_\_\_

#### OFFICE USE ONLY

DATE DEPOSIT RECEIVED? \_\_\_\_\_

RECEIVED BY: \_\_\_\_\_

# Concord Village Condominium XII Association, Inc.



## PURCHASES ONLY VOTING CERTIFICATE CERTIFICATE OF APPOINTMENT OF VOTING REPRESENTATIVE

To the Secretary of Concord Village Condominium XII Association, Inc. (the "Association"): THIS IS TO CERTIFY that the undersigned, constituting all of the record owners of Unit No. \_\_\_\_\_ in Concord Village Condominium XII Association, Inc. have designated the following person: \_\_\_\_\_

(Print Name of Voting Representative – Must be one of the owners or the appropriate corporate officer)

as their voting representative to cast all votes and to express all approvals that such owners may be entitled to cast or express at all meetings of the membership of the Association and for all other purposes provided by the Declaration, the Articles and By-Laws of the Association.

### VOTING CERTIFICATE INFORMATION

A voting certificate is being provided to determine who the Voting Representative will be for your unit if your unit is owned by more than one person or a corporation. Please note the following information about **VOTING CERTIFICATES**.

1. A voting certificate is needed if a unit is owned by a corporation.
2. A voting certificate is needed if a unit is owned by more than one person.
3. A voting certificate must be signed by all of the owners of the unit or the appropriate corporation officer.

The following examples illustrate the proper use of this Certificate:

1. Unit jointly owned by John Smith and his friend/brother, John Doe. A Voting Certificate is required to be on file with the association designating either John or Joe as the voting representative. **NOT A THIRD PERSON.**
2. Unit owned by ABC, Inc. a corporation. Voting certificate is required to be on file with the association **designating an officer or employee entitled to vote, signed by President or Vice-President of Corporation AND attested by Secretary or Assistant Secretary of Corporation.**
3. Unit owned by Bill and Mary Rose, a husband and wife. Voting Certificate is NOT required to be on file with the association.
4. Unit owned by John Jones (only one person). No Voting Certificate is required.

THIS CERTIFICATE is made pursuant to the Declaration and the By-Laws and shall revoke all prior Certificates and be valid until revoked by a subsequent Certificate.

\_\_\_\_\_  
(Dated)

\_\_\_\_\_  
(Signature of Owner #1)

\_\_\_\_\_  
(Signature of Owner #2)

\_\_\_\_\_  
(Signature of Owner #3)

NOTE: This form is not a proxy and should not be used as such. Please be sure to designate ONLY one of the joint owners of the Unit as the Voting Representative, not a third person.