



REAL ESTATE TRANSACTIONS GUIDE

REEF CLUB CONDOMINIUM ASSOCIATION, INC.

16558 NE 26th Avenue

North Miami Beach

Florida 33160

manager@reefclub.us

www.ReefClub.us

305-944-1673

Thank you for your interest in the Reef Club Condominium Association. We hope that this information sheet will help to guide you, your clients and your colleagues as you consider our community.

GENERAL INFORMATION

- In order to show a property at the Reef Club, you will need to provide a copy of the contract you have with the owner(s) of the unit for sale or lease and a copy of the real-estate licenses of the agent of record; you can add one (1) additional associate. These may be submitted to the Management Office via email. The names of the registered agents will be entered into our security database and only they will be authorized to access the property.
- One of the authorized agents must accompany all potential buyers/renters and any other real-estate agents who will be showing the unit.
- Lock-boxes are not permitted on Reef Club property. The Association Management Office has a key for every unit only for emergency use.
- Even if the unit in question is vacant, electricity and the breaker for the Fire Alarm must be kept on at all times. If you have reason to believe that the alarm has been disconnected, please notify the Manager who will arrange for our Maintenance Engineer to mark the breaker switch for you. All expenses related to service for reconnection of Fire Alarm System and/or electrical service, will be billed to the owner.
- Please ask the Management Office for photos of common areas, as they are the ones permitted to publish a property.
- The Reef Club has a right of first refusal and all potential new owners and renters shall meet the Associations requirements and complete all necessary forms.
- Prospective buyers and renters must present a copy of latest income tax return, a copy of the last three bank statements.
- Financial requirements: a combined income of \$60,000 or more a year and credit score of at least 650.

OFFERING CONTRACTS TO BUY OR RENT

- Please request an appointment to present buyer contracts or rental applications after e-mailing a copy to the Management Office and paying the fees online at www.ReefClub.us/Realtors or by check; no appointments will be considered without them.
- All those whose names appear on the contract of sale or on the rental contract must be present for a pre-arranged screening. These meetings will be coordinated by the Manager to meet the scheduling needs of applicants and Building Directors.
- All sales, new rentals and renewals of rentals must be approved initially by the Building Directors and then by the full Board of Directors.
- The complete application must be submitted to the Management Office at least 30 days prior to the desired date of occupancy, rental or closing date.
- *Rental Rules and Regulations*
- A unit may be leased only once in a twelve month period. The Board of Directors has the authority to approve re-leasing provided the unit was leased for a period of twelve months prior to the new rental.
- All leases must contain an agreement by the lessee to be bound by the Condo's "Rules and Regulations" and its addenda. These Rules are incorporated into the lease by reference.
- A completed and signed lease addendum must accompany every signed Lease agreement prior to scheduling the screening interview. No exceptions.

FEE SCHEDULE

- \$100 Application for Sale or Lease, non-refundable.
- \$100 Background Check for US Citizens and foreign nationals, every person who will be residing in the unit. Single, Married couples with the same last name and parent and child under 18 years old are considered one applicant.
- \$50 Expedite, 15-days process, per item
- \$150 Questionnaire

- \$250 Estoppel, to be produced in 10 days.
- \$100 Expedite Estoppel Fee, to be produced in 3 days
- \$150 Delinquent amount owed by owners, additional fee.
- Payment by Cashier's Check Reef Club Condominium Association, Inc.
 or Money Order 16558 NE 26th avenue, Management Office
 North Miami Beach, FL 33160
 Pay on line www.ReefClub.us//pay-fees-online
- \$1,000 Security Deposit by the unit owner or renter must accompany every signed Lease agreement prior to scheduling the screening interview. This is a refundable fee at the end of the lease. Cashier's Check or Money Order only.
- Fees are considered paid once the funds are posted at the bank account and only then will start the process period.

QUESTIONS?

Please address them to the Management Office at manager@ReefClub.us if you have any questions that cannot be answered by the unit owner or agent on file.

Management Office



Notice of Intent to Rent

In accordance with the Declaration of Condominium and the policy guidelines adopted pursuant thereto, I/we hereby serve notice that I/we intend to rent

Unit _____ at Condominium _____

Unit Owners Names _____

Proposed Renters Names _____

Lease beginning _____ and ending _____

Owner's Signature

Director's Name

Date

I/we have engaged _____

Realtor with _____

License _____

email _____ phone _____

Find attached copies of the Florida State License and contract with realtor

Management Office - 16558 NE 26th avenue - North Miami Beach, FL 33160
305-944-1673 www.reefclub.us manager@reefclub.us

**THE REEF CLUB CONDOMINIUM ASSOCIATION, INC.
LEASE ADDENDUM**

This Addendum to Lease made by and between: _____,
("Lesser") and _____,
("Lessee") and The Reef Club Condominium Association, Inc. ("Association"), with respect to Unit
_____, of The Reef _____ Condominium, owned by Lesser.

Execution of this Lease Addendum is a required condition of rental of a unit, pursuant to the requirement to obtain approval from the Association for a Lease as set forth in Article XIII, Section 2 of the Declaration of Condominium applicable to the Unit referenced above ("Declaration").

The Lesser and Lessee hereto expressly agree that the Lease Agreement shall be amended as provided herein and the following terms shall be incorporated into the Lease Agreement. Lesser and Lessee further agree that Association shall be considered a named party to the Lease Agreement and this Addendum for the purpose of enabling Association to enforce the provisions of the condominium documents and the covenants of this Lease Addendum. In the event of any conflict between the terms and conditions of the Lease Agreement and this Addendum, the Addendum shall govern the respective rights and responsibilities of the parties hereto.

Further, the parties agree as follows:

1. USE: The Lessee (which term shall at all times in this Addendum include all proposed occupants of the Unit) will use the premises only for single family, residential purposes by Lessee and his family members who have been listed and approved in Lessee's application for Association approval of this Lease. The Unit and the Condominium Property shall be used in accordance with the Declaration, By-Laws of the Association and its Rules and Regulations, as amended from time to time ("Condominium Documents").

2. RIGHT TO RECEIVE RENTAL INCOME: In the event Lesser is delinquent in Lesser's obligation to pay to Association any regular or special assessments, or any installment thereof, Association shall have the right, but not the obligation, to notify Lesser and Lessee of any such delinquency, which notification shall be in writing (directed to Lessee at the Unit address), and the Lessee shall be required to pay rental installments due under the Lease (but no higher than the amount due each month) or a portion thereof sufficient to pay said delinquent maintenance assessments, directly to the Association, for any rental installments due ten (10) days after notice of same is provided to the Lessee. This obligation will cease upon full satisfaction of the financial obligations of the Lesser to the Association and the Association will notify Lessee in writing signed by a member of the Board that the financial obligations have been so satisfied.

3. LIMITATION OF LIABILITY/HOLD HARMLESS AND INDEMNITY: The Association shall not be liable to Lesser, or to Lessee, or Lessee's family, agents, guests, invitees, employees or servants for damage to persons or property caused by other residents or other persons. Lessee recognizes that Association does not warrant the security of the property, and is not responsible for

Initials:

safety of Lessee, other unit occupants, nor their property. Lesser and Lessee jointly and severally agree to indemnify and hold Association harmless from and against any claims for damages to person or property arising from Lessee's use of the premises, or from any activity or work permitted to be suffered by Lessee in or about the premises. Association shall not be liable for personal injury, or damages to lessee's personal property from theft, vandalism, fire, water, rain, storms, smoke, explosions, sonic booms, riots or other causes whatsoever unless it is established that the negligence or misconduct of the Association is the sole cause of any such injury or damage. Lessee agrees to notify Association immediately upon the occurrence of any injury, damage or loss suffered by Lessee or other person upon the premises.

4. **DEFAULT/ENFORCEMENT:** If the Lessee fails to comply with any of the provisions of the Condominium Documents, or fails to comply with any duties imposed by him by the Lease Agreement, this Addendum, or any other statute or law, then within seven (7) days after delivery of written notice by the Lesser or Association specifying the noncompliance and indicating the intention of the Association or Lesser to terminate the Rental Agreement by reason thereof, Association or Lesser may terminate the Rental Agreement. Association and/or Lesser shall have no obligation to allow Lessee to cure such violations if such noncompliance is of a nature that Lessee should not be given opportunity to cure pursuant to Section 83.56 of the Florida Statutes, as amended from time to time, or if the noncompliance constitutes a subsequent or continuing noncompliance within twelve (12) months of a written warning by Association or Lesser of a similar violation. In such instances, Association or Lesser may deliver a written notice to Lessee specifying the noncompliance and the Association's or Less or's intent to terminate the Lease Agreement by reason thereof. In the case of the failure of Lessee to pay rental installments to the Association pursuant to paragraph 2 hereof, Lessee shall only be entitled to a three (3) day notice pursuant to Section 83.56(3), Florida Statutes. Association may either seek relief in a court of competent jurisdiction for the eviction of the Lessee or seek an injunction for the removal of the Lessee, with or without joining the Lesser.

5. **COSTS AND ATTORNEY'S FEES:** If either the Lesser or the Lessee fails to comply with the agreements, conditions or covenants of the Lease Agreement or this Addendum, including violations of the Condominium Documents, or fail to comply with applicable laws, and court action or arbitration (including actions initiated or defended by Association) is required to resolve any dispute, the prevailing party, including the Association, shall be entitled to costs and attorney's fees of that action, at the arbitration, trial or appellate levels.

6. **MISCELLANEOUS:**

A. **Binding Effect:**

The covenants and conditions contained herein extend to bind the heirs, legal representatives, successors, and assigns of the parties bound by this Lease Addendum.

B. **Waiver:**

The failure of Association to enforce its rights as set forth in Lease Addendum shall not constitute a waiver of the Association's right to do so in any other instance.

Initials:

C. Modification:

This Lease Addendum may only be modified by an instrument signed by Lesser, Lessee and Association.

D. Captions:

The captions contained in this Lease Addendum are for convenience sake only, and are not intended to constitute substantive provisions of this Lease Addendum, nor restrict the subject matter hereof.

E. Gender:

All references to the masculine are intended to include references to the feminine, as appropriate. All singular references are also intended to incorporate plural references, where appropriate.

F. Governing Law/Venue:

This Addendum is governed by the laws of Florida. Venue for any action lies in Miami-Dade County.

G. Anti-Discrimination Policy:

Association does not discriminate in the terms and conditions of rental of units based upon sex, national origin, race, religion, familial status, or handicapped status.

H. Lease Renewal/Extension:

Lesser and Lessee understand and agree that this Lease Addendum shall apply to any lease renewal as well. Lesser and Lessee also understand and agree that the Association shall have the right to approve any lease renewal or extension, which approval shall not be unreasonably withheld, and which shall be based solely upon compliance with the provisions of the Lease, this Lease Addendum and the governing documents of the condominium during the prior lease term. If Lesser/Lessee fail to obtain approval for any renewal or extension of the Lease beyond the approved term ending on _____, the Association, at its option, shall have the authority to deactivate and/or terminate all entry devices and/or other means for Lessee to access the Condominium and/or Unit.

7. SECURITY DEPOSIT: A security deposit is being paid to the Association in the amount of \$_____. The parties acknowledge that this Addendum shall serve as notice that the Security Deposit is held at:

Name of Depository: _____
Address of Depository: _____

Initials:

and no interest is paid on any security deposit, all of which is disclosed pursuant to Section 83.49(2), Florida Statutes and that the parties have received a copy of Section 83.49(3), Florida Statutes, attached hereto as an Exhibit A.

WITNESSES:

Printed Name: _____

Printed Name: _____

LESSOR

Printed Name: _____
Date: _____

Printed Name: _____
Date: _____

LESSEE

Printed Name: _____

Printed Name: _____

Printed Name: _____
Date: _____

Printed Name: _____
Date: _____

**THE REEF CLUB CONDOMINIUM
ASSOCIATION, INC.**

Printed Name: _____

Printed Name: _____

By: _____
Printed Name _____

Date: _____

(SEAL)

Initials:

EXHIBIT "A"

Section 83.49(3), Florida Statutes

(3)(a) Upon the vacating of the premises for termination of the lease, if the landlord does not intend to impose a claim on the security deposit, the landlord shall have 15 days to return the security deposit together with interest if otherwise required, or the landlord shall have 30 days to give the tenant written notice by certified mail to the tenant's last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form:

This is a notice of my intention to impose a claim for damages in the amount of _____ upon your security deposit, due to _____. It is sent to you as required by s.83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to (landlord's address).

If the landlord fails to give the required notice within the 30-day period, he or she forfeits the right to impose a claim upon the security deposit.

(b) Unless the tenant objects to the imposition of the landlord's claim or the amount thereof within 15 days after receipt of the landlord's notice of intention to impose a claim, the landlord may then deduct the amount of his or her claim and shall remit the balance of the deposit to the tenant within 30 days after the date of the notice of intention to impose a claim for damages.

(c) If either party institutes an action in a court of competent jurisdiction to adjudicate the party's right to the security deposit, the prevailing party is entitled to receive his or her court costs plus a reasonable fee for his or her attorney. The court shall advance the cause on the calendar.

(d) Compliance with this section by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and sales associates, shall constitute compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other landlord-tenant relationship. Enforcement personnel shall look solely to this section to determine compliance. This section prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes, and shall operate to permit licensed real estate brokers to disburse security deposits and deposit money without having to comply with the notice and settlement procedures contained in s. [475.25](#)(1)(d).

ACTIVE: R00412/201781:3265421_1

Initials:

On behalf of



CONSENT TO OBTAIN CONSUMER REPORT BY BROWN'S BACKGROUND CHECK

I understand that you may obtain consumer reports that relate to my credit and/or criminal history. This information will, in whole or in part, be obtained from AISS, a Sterling Infosystems Company, 6111 Oak Tree Blvd, 4th floor, Independence, OH 44131, telephone 800.853.3228. I understand that you may be requesting information from various federal, state and other agencies or institutions, which maintain public and non-public records concerning my past activities relating to my credit and/or criminal history. This information will be reviewed by the Association and may be reviewed by a unit owner if it's a rental.

I authorize, without reservation, any party, institution, or agency contacted by AISS to furnish the above mentioned information:

Applicant Name_____

Date of Birth_____/_____/_____ Social Security Number_____

Date of Birth is requested in order to obtain accurate retrieval of records.

Co-Applicant Name_____

Date of Birth_____/_____/_____ Social Security Number_____

Alias/Previous Name(s)_____

Current Physical Address City & State Zip code_____

California, Minnesota & Oklahoma Applicants Only Please check here to have a copy of your consumer report sent directly to you.

Notice to CALIFORNIA Applicants Under Section 1786.22 of the California Civil Code, you have the right to request from AISS, upon proper identification, the nature and substance of all information in its files on you, including the sources of information, and the recipients of any reports on you, which AISS has previously furnished within the two-year period preceding your request. You may view the file maintained on you by AISS during normal business hours. You may also obtain a copy of this file upon submitting proper identification and paying the costs of duplication services. Upon making a written request, you may receive a summary of your report via telephone.

Applicant Signature_____ Date _____

Co-Applicant Signature_____ Date _____



Application

Prospective New Address

BUILDING

UNIT

Applicant Information

Name:		Drivers License #:	
Date of birth:	Phone:	SS#:	
Current address:			
City:	State:	ZIP Code:	
Own Rent (Please circle)	Monthly payment or rent:	Dates:	
Landlord name:		Landlord phone:	
Landlord address:			
Previous address:			
City:	State:	ZIP Code:	
Owned Rented (Please circle)	Monthly payment or rent:	Dates:	
Landlord name:		Landlord phone:	
Landlord address:			

Employment Information

Current employer:			
Employer address:		Dates:	
Phone:	E-mail:	Fax:	
City:	State:	ZIP Code:	
Position:		Annual income:	
Supervisor:	Other Income Source:	Other Income \$:	

Previous Employment Information

Previous employer:			
Employer address:		Dates:	
Phone:	E-mail:	Fax:	
City:	State:	ZIP Code:	
Position:		Annual income:	

Emergency Contact

Name of a person not residing with you:

Management Office - 16558 NE 26th avenue - North Miami Beach, FL 33160
305-944-1673 www.reefclub.us manager@reefclub.us

Address:			
City:	State:	ZIP Code:	Phone:
Relationship:			
Co-applicant Information (if married)			
Name:		Drivers License #:	
Date of birth:	Phone:	SS#:	
Current address:			
City:	State:	ZIP Code:	
Own Rent (Please circle)	Monthly payment or rent:		Dates:
Landlord name:		Landlord phone:	
Landlord address:			
Previous address:			
City:	State:	ZIP Code:	
Owned Rented (Please circle)	Monthly payment or rent:		Dates:
Landlord name:		Landlord phone:	
Landlord address:			
Co-applicant Employment Information			
Current employer:			
Employer address:			Dates:
Phone:	E-mail:	Fax:	
City:	State:	ZIP Code:	
Position:	Hourly Salary (Please circle)	Annual income:	
Additional Occupants			
Name:		DOB:	Relation:
Address:			
Name:		DOB:	Relation:
Address:			
Name:		DOB:	Relation:
Address:			
Financial Information			
Do you have a checking account:	Yes No	Bank / State :	
Do you have a savings account:	Yes No	Bank / State :	
Do you have credit card debt:	Yes No	Cards & Debt Amount:	
Have you ever:			
Filed for bankruptcy:	Yes No	State / County / Year:	

Been arrested or convicted of a felony:	Yes No	Describe:	
Been evicted from a rental:	Yes No	Describe:	
Defaulted on a lease:	Yes No	Describe:	
Been served a late rent notice:	Yes No	Describe:	
Other Information			
Do you have renters insurance:	Yes No	Company:	
Do you have a water bed:	Yes No	Do you have insurance: Yes No	
Do you have a history of drug use:	Yes No	Describe:	
Do you own pets:	Yes No	Number of Pets:	Type:
Do any proposed occupants smoke: Yes No			
Have you ever broken a lease:	Yes No	Describe:	
Why are you moving / were you asked to move:			
When would you be able to move in:		How long do you expect to stay here:	
Vehicle Information			
Vehicle 1 Make:	Model:	Year:	Color:
Plate #:	State:	Financed: Yes No	Payment \$:
Vehicle 2 Make:	Model:	Year:	Color:
Plate #:	State:	Financed: Yes No	Payment \$:
Do you have any commercial or recreational vehicles (RV, campers, boats, motorcycles, etc): Yes No			
List:			
Personal References (list at least two)			
Name:	Phone:	Relation:	
Name:	Phone:	Relation:	
Name:	Phone:	Relation:	
Agreement & Authorization			
I warrant, to the best of my knowledge, all of the information provided in this Application is true, accurate, complete and correct as of the date of this Application. If any information provided by me is determined to be false, such false statement will be grounds for disapproval of my Application or termination of my Lease with Owner. I hereby authorize Emerald Condominium to verify the information provided and obtain a credit report on me. I understand that this requires a \$100 non-refundable fee per unmarried applicant.			
Signature of applicant:			Date:
Signature of co-applicant:			Date: