

# COLONY TERRACE CORPORATION



**TMG PROPERTY MANAGEMENT**  
ASSOCIATION MANAGEMENT LIMITED LIABILITY COMPANY

TMG Property Management  
5310 NW 33rd Ave, Suite 201  
Fort Lauderdale, FL 33309

**All Lease Application Packages must be completely filled out on every line with all pertinent information, signed by both owner/lessee on all lines where indicated, photo copies of all required documentation and a copy of signed lease.**

**If any one item or more is missing or not filled in, TMG Property Management reserves the right to not accept the Lease Application Package for processing until all items requested in package are completed.**

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**Thank you for obtaining an Application for Purchase/Residency for your pending move.**

**Please be aware the completed Application must be received by our office not less than 30 (thirty) days prior to the anticipated move in date.**

**Please keep in mind your application will be processed in the same manner in which every application is processed through our office, a process which cannot be rushed in order to treat every application fairly.**

**Submitting your Application in a timely manner will give our office the time necessary to properly process same.**

**Once your completed Application has been duly processed, you will be contacted by the Association's Agent for a Screening Interview prior to moving/purchasing and prior to the issuance of the necessary "Certificate of Approval".**

**We really appreciate your understanding and cooperation in this regard.**

# COLONY TERRACE CORPORATION

## INSTRUCTIONS FOR LEASE APPLICATION

### COLONY TERRACE CORPORATION

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

Landlord/Owner: \_\_\_\_\_

Prospective Tenant/Applicant: \_\_\_\_\_

Unit: \_\_\_\_\_

Listed below are procedures and documents that will be required to obtain a Certificate of Approval.

- 1 Completed Applications for each occupant along with a Money Order or Cashier's Check only, payable to Colony Terrace Corporation the amount of \$100.00 for each occupant (non-refundable) for screening. Note, that once the completed application is received, it will be sent to a screening company. You must allow 30 days after receipt of completed application for an approval.
- 2 Copy/Copies of valid driver license(s) or other valid ID(s) must be submitted and Social Security Card.
- 3 A Copy of signed lease agreement.
- 4 All prospective tenants must sign acknowledgement confirming receipt of the Association's Rules and Regulations.
- 5 If married couple with different last names, marriage certificate.
- 6 No Applications will be considered for approval if the unit owner is delinquent in any monies due to the Association.
- 7 Each applicant over the age of 18 MUST complete an individual "Application for Occupancy"

Should you have any questions, please contact our office at 954-782-7820.

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The Association is desirous of establishing standard criteria for such tenants in order to ensure such tenants will be able to meet their financial obligations to the Unit Owners and the Association and

Whereas, the Association wishes to establish income based screening guidelines.

Now therefore it is resolved as follows:

- 1) A Credit Check shall be run on all the prospective tenants of the Association.
- 2) A criminal background check shall be run on all prospective tenants of the Association and no such prospective tenant shall be convicted of a felony or:
  - Violent Crimes within 3 years
  - Illegal Weapon Possessions
  - Sexual Offense
  - Drug Possession with the Intent to distribute or
  - Drug possession within the past 24 months or multiple misdemeanors within the last 5 years
  - Eviction within the past 5 years
- 3) All prospective tenants of the Association shall have good rental history, if applicable.
- 4) All tenants of the Association shall demonstrate monthly income of 3x the rent amount.

# APPLICATION FOR LEASE

NAME OF COMMUNITY: **Colony Terrace Corporation**

UNIT ADDRESS: \_\_\_\_\_

PRESENT OWNERS/LANDLORD: \_\_\_\_\_

I/WE SUBMIT THE FOLLOWING INFORMATION REGARDING MY/OUR LEASE OF THE UNIT AND COMMUNITY LISTED ABOVE.

LEASE TERM IS FROM \_\_\_\_\_ TO \_\_\_\_\_

OWNER ADDRESS FOR BILLING, OTHER THAN UNIT ADDRESS: \_\_\_\_\_

THE FOLLOWING INFORMATION MUST BE COMPLETED BY PROSPECTIVE LESSEE:

ALL MAINTENANCE ACCOUNTS MUST BE CURRENT!

FULL NAME	DATE OF BIRTH	SOCIAL SECURITY#
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_____ (Husband)	_____	_____
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_____ (Wife)	_____	_____
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(Person(s) other than the above or over 18 years old, who will normally occupy the unit)

FULL NAME	DATE OF BIRTH	SOCIAL SECURITY#
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_____	_____	_____
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_____	_____	_____
-------	-------	-------

_____	_____	_____
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PRESENT ADDRESS: \_\_\_\_\_

LENGTH OF TIME AT PRESENT ADDRESS: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

FORMER LANDLORD NAME: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

FORMER ADDRESS: \_\_\_\_\_

LENGTH OF TIME AT FORMER ADDRESS: \_\_\_\_\_

IF PRESENTLY EMPLOYED:

HUSBAND'S OCCUPATION & EMPLOYER: \_\_\_\_\_

EMPLOYER'S ADDRESS & PHONE: \_\_\_\_\_

WIFE'S OCCUPATION & EMPLOYER: \_\_\_\_\_

EMPLOYER'S ADDRESS & PHONE: \_\_\_\_\_

I/We understand that acceptance for lease at the community is conditions upon approval of the Board of Directors. Accordingly, I/We hereby agree for myself and/on behalf of all persons who may use this unit which I/We seek to lease that I/We will abide by all restrictions contained in the By-Laws and all other By-Laws, Rules and Regulations or restrictions which may in the future be imposed by the Board of Directors. I have received a copy of all the association documents and Rules and Regulations: ( ) yes ( ) no

I/We understand that the Board of Directors may cause to be instituted an investigation of my/our background as the Board may deem necessary. Accordingly I/We specifically authorize the Board of Directors to make such investigation and agree that the information contained herein may be used in such investigation and that the Board of Directors and Officers shall be held harmless from any action or claim by me/us in connection with the use of the information contained herein or any investigation conducted by the Board of Directors.

I/We understand that sub-letting or occupancy of this unit in my/our absence is not permitted.

In witness whereof, I/we have executed the foregoing application this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Applicant





# Tenant Information Sheet

(Please Print)

Name (list all tenants names)

\_\_\_\_\_

Note: All correspondence will be mailed to the Owner of Record and they are responsible for distribution to others.

**Home Address:**

Name \_\_\_\_\_ Street Address \_\_\_\_\_ Unit \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone Number (\_\_\_\_) \_\_\_\_\_ Facsimile \_\_\_\_\_  
Cellular Phone \_\_\_\_\_ Business Phone (optional) \_\_\_\_\_  
EMAIL \_\_\_\_\_

**Please provide an emergency contact.**

Name \_\_\_\_\_ Relationship \_\_\_\_\_  
Street Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone Number \_\_\_\_\_  
Cellular Phone \_\_\_\_\_ Business Phone \_\_\_\_\_  
Facsimile \_\_\_\_\_ EMAIL Address \_\_\_\_\_

**Additional Information:**

➤ PLEASE ATTACH COPY OF SIGNED LEASE AGREEMENT!

Signature/ Print Name: \_\_\_\_\_ Date \_\_\_\_\_

Signature/ Print Name: \_\_\_\_\_ Date \_\_\_\_\_



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# Vehicle Registration Form

## COLONY TERRACE CORPORATION

Is not responsible for any damages or loss.

UNIT ADDRESS:

\_\_\_\_\_

UNIT #: \_\_\_\_\_ DATE: \_\_\_\_\_

No more than 2 vehicles are authorized to be registered per unit.

NAME \_\_\_\_\_

Vehicle #1

VIN: \_\_\_\_\_ License Tag \_\_\_\_\_

Make: \_\_\_\_\_ Model: \_\_\_\_\_

Color(s): \_\_\_\_\_ Year: \_\_\_\_\_

NAME \_\_\_\_\_

Vehicle #2

VIN: \_\_\_\_\_ License Tag \_\_\_\_\_

Make: \_\_\_\_\_ Model: \_\_\_\_\_

Color(s): \_\_\_\_\_ Year: \_\_\_\_\_



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# COLONY TERRACE CORPORATION

## RESIDENTIAL SCREENING REQUEST

First: \_\_\_\_\_ Middle: \_\_\_\_\_ Last: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_  
SSN: \_\_\_\_\_ DOB (MM/DD/YYYY): \_\_\_\_\_  
Tel#: \_\_\_\_\_ Cell#: \_\_\_\_\_

### Current Employer

Company: \_\_\_\_\_ Tel#: \_\_\_\_\_  
Supervisor: \_\_\_\_\_ Salary: \_\_\_\_\_  
Employed From: \_\_\_\_\_ To: \_\_\_\_\_ Title: \_\_\_\_\_

### Current Landlord

Company: \_\_\_\_\_ Tel#: \_\_\_\_\_  
Landlord: \_\_\_\_\_ Rent: \_\_\_\_\_  
Rented From: \_\_\_\_\_ To: \_\_\_\_\_

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



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READ FIRST: Complete all questions and fill in all blanks. All information supplied is subject to verification. If any question is not answered/left blank, or answered falsely, this application may be returned, not processed, and/or not approved. Missing information will cause delays. Once submitted, order can be cancelled but your fee will not be refunded. Rev. 06/2014

**\*\* THIS APPLICATION IS FOR A SINGLE PERSON OR A MARRIED COUPLE ONLY! \*\***

**APPLICATION FOR OCCUPANCY**

Association Name: \_\_\_\_\_

Circle one: Purchase - Lease - Occupant - Unit.# \_\_\_\_\_ Bldg.# \_\_\_\_\_ Address applied for: \_\_\_\_\_

Full Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ Social Security # \_\_\_\_\_

Circle One: Single - Married - Separated - Divorced - How Long? \_\_\_\_\_ Other legal or maiden name \_\_\_\_\_

Have you ever been convicted of a crime? \_\_\_\_\_ Date (s) \_\_\_\_\_ County/State Convicted in \_\_\_\_\_

Charge (s) \_\_\_\_\_

Applicant's Cell Number(s) \_\_\_\_\_ Applicant's Email Address \_\_\_\_\_

Spouse \_\_\_\_\_ Date of Birth \_\_\_\_\_ Social Security # \_\_\_\_\_

Other legal or maiden name \_\_\_\_\_ Have you ever been convicted of a crime? \_\_\_\_\_ Date (s) \_\_\_\_\_

County/State Convicted in \_\_\_\_\_ Charge (s) \_\_\_\_\_

Spouse's Cell Number(s) \_\_\_\_\_ Spouse's Email Address \_\_\_\_\_

No. of people who will occupy unit - Adults (over age 18) \_\_\_\_\_ Description of Pets \_\_\_\_\_

Names and ages of others who will occupy unit: \_\_\_\_\_

In case of emergency notify \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

**PART I - RESIDENCE HISTORY**

A. Present address \_\_\_\_\_ Phone \_\_\_\_\_  
(include unit/apt number, city, state and zip code)

Apt. or Condo Name \_\_\_\_\_ Phone \_\_\_\_\_ Dates of Residency: From \_\_\_\_\_ to \_\_\_\_\_

Circle one: Own Home - Parent/Family Member - Rented Home - Rented Apt - Other \_\_\_\_\_ Rent/Mtg Amount \_\_\_\_\_

Are you on the Lease? \_\_\_\_\_ If not, who is the leaseholder? \_\_\_\_\_ Are you on the Deed? \_\_\_\_\_ If yes, under what name? \_\_\_\_\_

Name of Landlord \_\_\_\_\_ Phone \_\_\_\_\_ Email address \_\_\_\_\_

Circle one: Is your Landlord the: Owner of the property - Realtor - Family Member - Roommate - Property Manager - Other \_\_\_\_\_

B. Previous address \_\_\_\_\_  
(include unit/apt number, city, state and zip code)

Apt. or Condo Name \_\_\_\_\_ Phone \_\_\_\_\_ Dates of Residency: From \_\_\_\_\_ to \_\_\_\_\_

Circle one: Own Home - Parent/Family Member - Rented Home - Rented Apt - Other \_\_\_\_\_ Rent/Mtg Amount \_\_\_\_\_

Were you on the Lease? \_\_\_\_\_ If not, who is the leaseholder? \_\_\_\_\_ Were you on the Deed? \_\_\_\_\_ If yes, under what name? \_\_\_\_\_

Name of Landlord \_\_\_\_\_ Phone \_\_\_\_\_ Email address \_\_\_\_\_

Circle one: Is your Landlord the: Owner of the property - Realtor - Family Member - Roommate - Property Manager - Other \_\_\_\_\_

C. Previous address \_\_\_\_\_  
(include unit/apt number, city, state and zip code)

Apt. or Condo Name \_\_\_\_\_ Phone \_\_\_\_\_ Dates of Residency: From \_\_\_\_\_ to \_\_\_\_\_

Circle one: Own Home - Parent/Family Member - Rented Home - Rented Apt - Other \_\_\_\_\_ Rent/Mtg Amount \_\_\_\_\_

Were you on the Lease? \_\_\_\_\_ If not, who is the leaseholder? \_\_\_\_\_ Were you on the Deed? \_\_\_\_\_ If yes, under what name? \_\_\_\_\_

Name of Landlord \_\_\_\_\_ Phone \_\_\_\_\_ Email address \_\_\_\_\_

Circle one: Is your Landlord the: Owner of the property - Realtor - Family Member - Roommate - Property Manager - Other \_\_\_\_\_

**PART II – EMPLOYMENT REFERENCES**

**\*Include a recent copy of an earnings statement to expedite processing\***

- A. Employed by \_\_\_\_\_ Phone \_\_\_\_\_  
Dates of Employment: From: \_\_\_\_\_ To: \_\_\_\_\_ Position \_\_\_\_\_ Fax \_\_\_\_\_  
Monthly Gross Income \_\_\_\_\_ Address \_\_\_\_\_
- B. Spouse Employed by \_\_\_\_\_ Phone \_\_\_\_\_  
Dates of Employment: From: \_\_\_\_\_ To: \_\_\_\_\_ Position \_\_\_\_\_ Fax \_\_\_\_\_  
Monthly Gross Income \_\_\_\_\_ Address \_\_\_\_\_

**PART III – BANK REFERENCES**

**\*Include a recent copy of a bank statement to expedite processing\***

- A. Bank Name \_\_\_\_\_ Checking Acct. # \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_ Fax \_\_\_\_\_
- B. Bank Name \_\_\_\_\_ Savings Acct. # \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_ Fax \_\_\_\_\_

**PART IV – CHARACTER REFERENCES (No Family Members)**

1. Name \_\_\_\_\_ Home Phone \_\_\_\_\_  
Address \_\_\_\_\_ Business Phone \_\_\_\_\_  
Email Address \_\_\_\_\_ Cellular Phone \_\_\_\_\_
2. Name \_\_\_\_\_ Home Phone \_\_\_\_\_  
Address \_\_\_\_\_ Business Phone \_\_\_\_\_  
Email Address \_\_\_\_\_ Cellular Phone \_\_\_\_\_
3. Name \_\_\_\_\_ Home Phone \_\_\_\_\_  
Address \_\_\_\_\_ Business Phone \_\_\_\_\_  
Email Address \_\_\_\_\_ Cellular Phone \_\_\_\_\_
4. Name \_\_\_\_\_ Home Phone \_\_\_\_\_  
Address \_\_\_\_\_ Business Phone \_\_\_\_\_  
Email Address \_\_\_\_\_ Cellular Phone \_\_\_\_\_

Are you using a realtor? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes: Realtor's name \_\_\_\_\_  
Email Address \_\_\_\_\_ Cellular Phone \_\_\_\_\_

Driver's License Number (Primary Applicant) \_\_\_\_\_ State Issued \_\_\_\_\_

Driver's License Number (Secondary Applicant) \_\_\_\_\_ State Issued \_\_\_\_\_

Make \_\_\_\_\_ Type \_\_\_\_\_ Year \_\_\_\_\_ License Plate No. \_\_\_\_\_

Make \_\_\_\_\_ Type \_\_\_\_\_ Year \_\_\_\_\_ License Plate No. \_\_\_\_\_

If this application is not legible or is not completely and accurately filled out, Associated Credit (and the Association) will not be liable or responsible for any inaccurate information in the investigation and related report (to the Association) caused by such omissions or illegibility.

By signing the applicant recognizes that the Association and Associated Credit will investigate the information supplied by the applicant, and a full disclosure of pertinent facts will 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. This form is for the exclusive use of Associated Credit Reporting, Inc.

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_ Spouse's Signature \_\_\_\_\_ Date \_\_\_\_\_

# ***ASSOCIATED CREDIT REPORTING, INC.***

Established 1985

4690 NW 103rd Avenue, Sunrise, Florida 33351

www.associatedcreditreporting.com

## **\*\*\*AUTHORIZATION FORM\*\*\***

I/We hereby authorize Associated Credit Reporting, Inc. to obtain data to verify any and all information they request with regards to my/our Application for Occupancy, specifically the verification of my credit history and criminal record history.

I/We hereby waive any privileges I/we may have with respect to the said information in reference to its release to the aforesaid party. Information obtained for this report is to be released to the authorized party designated on the Application for Occupancy, for their exclusive use only. PLEASE INCLUDE COPY OF DRIVER'S LICENSE TO CONFIRM IDENTITY. If you do not have a driver's license, please include a copy of your Passport or current government issued identification card.

I/We acknowledge our rights as stated in the Fair Credit Report Act that I/we are entitled to a copy of the report upon proper written request and can dispute any inaccurate information for re-verification. I/We understand that Associated Credit Reporting, Inc. is not directly involved in the approval or denial of any applicant. The information received by Associated Credit Reporting, Inc. shall be held in strict confidence, protected as governed under the Fair Credit Reporting Act, and will never be released to any third party other than the designated recipient. I/We further understand that this is a non-refundable process.

By signing below, I/We further state the Application for Occupancy and Authorization Form were signed by me/us and was not originated with fraudulent intent by me/us or any other person and that the signature(s) below are my/our own proper legal signature. I/We certify (or declare) under penalty of perjury that I/We agree to the foregoing and; that all answers and information contained on the Application for Occupancy are true and correct and will hold Associated Credit Reporting, Inc. harmless from the result of the investigation.

\_\_\_\_\_  
(Applicant's Signature)

\_\_\_\_\_  
(Spouse's Signature)

\_\_\_\_\_  
(Applicant's Name Printed)

\_\_\_\_\_  
(Spouse's Name Printed)

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
(Date Signed)

**Colony Terrace Corporation**  
**Rules of Decorum and Recording Meetings**

The Association is promulgating these rules in order to promote respectful communication between neighbors and keep association meetings peaceful and productive for the sake of the community at large.

**Meeting Conduct**

1. All participants in any meeting will conduct themselves in a dignified, respectful, and peaceful manner with the decorum expected in a community of friendly neighbors.
2. Members wishing to speak at Board meetings must sign up on a sign-up sheet which will be gathered up and closed at the time the meeting begins. This sign-up sheet will be set up according to the agenda items and the members will sign for each of the agenda items they want to address. The Board of Directors reserves the right to waive the sign-up sheet requirement at the time the meeting begins. Such waiver will apply to all members and has no impact on the amount of time granted for members to speak.
3. A member who has signed the sign-up sheet may speak for a total of no more than 3 minutes per agenda item. Comments must be limited to the agenda item being addressed; no reference to matters outside of that particular agenda item is permitted until the meeting has been adjourned.
4. In the event that no business is being conducted, no quorum of the members is present, or the Board determines, in its sole discretion, the purpose of the meeting will be accomplished more effectively and efficiently in the best interests of the community, the Board in its sole discretion, may waive any of the foregoing rules for that particular meeting.
5. The Board reserves the right to permit additional time for comment on a particular agenda item and permit additional topics for member comment, if the Board determines, in its sole discretion, that such allowances will be a productive addition to the discourse and aid the Board in any deliberations to be made.
6. The purpose of the time being set aside for the members' comments is for the members to impart their views and information to the Board and other members. Such time is not to be used to attack, interrogate, or harass the Board or other members of the community.
7. Under no circumstances, will any cursing, foul language, threats, racial slurs, or insults be tolerated at any meeting.
8. Under no circumstances, will any shouting, screaming, banging, throwing of items, threatening gestures, or other similar forms of disruptive behavior be tolerated at any meeting.

I/We have read the rules above and understand that I/we must abide by them, and any other rule or regulation adopted by the board of directors or membership of this association.

\_\_\_\_\_  
Print Name of Applicant #1

\_\_\_\_\_  
Print Name of Applicant #2

\_\_\_\_\_  
Signature of Applicant #1

\_\_\_\_\_  
Signature of Applicant #2

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**Colony Terrace Corporation  
Rules of Decorum and Recording Meetings**

**Videotaping/Recording Meetings**

9. Any participant wishing to record or videotape a meeting in any manner must notify the property manager (or President if no property manager is retained) in writing at least 72 hours prior to the meeting which the participant wishes to record. If an agenda has not been posted 72 hours in advance of the meeting, the participant wishing to record submit notification in writing no later than 36 hours prior to the properly noticed meeting.
10. The only audio and video equipment and devices which unit owners are authorized to utilize at any such meeting is equipment which does not produce distracting sound or light emissions.
11. Audio and video equipment shall be assembled and placed in a stationary position at the back of the room opposite the Chairman of the meeting in advance of the commencement of the meeting and shall remain in said position for the duration of the meeting.
12. Anyone videotaping or recording a meeting must be stationary and shall not be permitted to move about the meeting room in order to facilitate the recording.
13. Any participant may not use audio and video equipment as a means to disrupt the meeting or harass or bother other members or discourage or interfere with other members' rights to participate in any meeting.
14. Videotaping or recording shall commence at the "call to order" and cease at the "adjournment" called by the Chairman of the meeting. Such devices may not be used any other time.
15. Any violation of any of the foregoing meeting rules may result in the participant being asked to stop videotaping or recording and leave the meeting in order for the meeting to continue in a productive manner, or adjournment or rescheduling the meeting in the sole discretion of the Board. Any refusal to leave the meeting upon reasonable request will be considered a violation of the rules of the Association and the participant may be escorted out of the meeting. Law enforcement may be contacted if necessary.

I/We have read the rules above and understand that I/we must abide by them, and any other rule or regulation adopted by the board of directors or membership of this association.

\_\_\_\_\_  
Print Name of Applicant #1

\_\_\_\_\_  
Print Name of Applicant #2

\_\_\_\_\_  
Signature of Applicant #1

\_\_\_\_\_  
Signature of Applicant #2

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# Colony Terrace Corporation House Rules & Regulations

## Leasing, Sub-Leasing and Occupancy

This community is a co-operative apartment complex in which the Colony Terrace Corporation is the "Lessor" through its Proprietary Lease. Therefore, Shareholders in the Corporation are referred to as "Lessees," and tenants of a shareholder are referred to as "tenants" or "sublessees."

1. No sale, lease, sub-lease, or any other transfer of stock or rights of occupancy or possession shall be permitted without prior written approval by the Board of Directors. All occupants shall be required to submit a completed application for screening and approval or denial prior to occupying, including taking possession by moving personal property into, a unit.

2. Any Lessee intending to sub-lease a unit shall submit to the Corporation, an application, on a form determined by the Board of Directors, along with a proposed sub-lease and all other information the Board of Directors may reasonably require. Applications will not be considered until fully completed. The Association may charge reasonable fees up to the maximum provided by Florida Statute, as may be amended from time to time. All applicants to purchase or occupy a unit must timely submit to an in-person interview prior to approval.

3. Stock in the Corporation shall only be owned by natural persons and no corporate ownership shall be permitted. This prohibition shall not apply to revocable, irrevocable or other estate planning trusts (no land trusts permitted) and shall not apply to any corporate entity owning stock as of the effective date on the Certificate of Resolution adopting these rules.

4. Lessees shall not sublease their Apartment for a period of more, or less, than twelve (12) months. No short-term subleases are permitted, and no transient tenancy shall be accommodated. No rooms or portions of units may be subleased or marketed for such purpose.

5. Lessees shall not sublease their Apartments more than once in any twelve (12) month period. If a sublease term ends, whether by termination or natural expiration, the Lessee cannot rent the unit until twelve (12) months have elapsed from the commencement of the previously expired or terminated sublease. Notwithstanding the foregoing, the Corporation reserves the right to grant exceptions to this rule on a case by case basis in certain limited hardship situations, including: 1) tenant vacating due to medical reasons, healthcare treatment, or purchase/acquisition of a home, or due to eviction by the shareholder to cure a violation or come into compliance with the governing documents, or 2) substantial financial hardship of the shareholder (based on pending foreclosure, bankruptcy, or other financial hardship which will result in immediate damage or loss of property). All hardship requests must be submitted in writing and proven with documentation as may be required by the Corporation and all decisions by the Corporation are final.

6. Tenants and Sub-Lessees of a Lessee shall not sublease or re-rent an Apartment to any sub-lessee and other occupant at any time.

7. All transactions will be subject to the foregoing rules, including sublease renewals. Requests to renew subleases must be submitted and received by the Corporation at least 45 days prior to the expiration of the approved sublease term. Any tenant or occupant occupying a unit without a current lease shall be considered an unauthorized lease. Tenancy without duration, such as month-to-month tenancy, shall not be permitted.

I/We have read the rules above and understand that I/we must abide by them, and any other rule or regulation adopted by the board of directors or membership of this association.

\_\_\_\_\_  
Print Name of Applicant #1

\_\_\_\_\_  
Print Name of Applicant #2

\_\_\_\_\_  
Signature of Applicant #1

\_\_\_\_\_  
Signature of Applicant #2

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Colony Terrace Corporation House Rules & Regulations

8. All Lessees, Sub-Lessees, Occupants, Guests, Family members, Invitees, and Licensees, and all the foregoing thereof, shall comply with all Bylaws, Proprietary Leases, Rules & Regulations, and all over governing documents and amendments thereto, and the respective Lessee shall be liable for all acts of the foregoing, regardless of whether the Lessee is present or in residence at the community. The Board of Directors, in its sole discretion, may make reasonable exceptions and accommodations based on documented substantial hardship upon proper application by a Lessee or Shareholder.

9. Guests Generally – A “Guest” is a person who is entertained at the property by a Lessee or authorized tenant who is in residence at a unit. When a guest will be visiting a unit for a period in excess of two (2) days, the Guest must register with the Corporation, or property manager if one has been retained. Upon request by the Corporation, the Lessee or Guest shall establish by evidence and provide proof that the Guest is not a short-term sublease or transient tenant.

10. To establish that units are being occupied in compliance with these rules and ensure the Corporation’s records are current and up-to-date, the Corporation may periodically send out a census, on a form determined by the Board of Directors, to all owners for basic unit and occupancy information and all residents shall be required to complete and return said census to the Corporation, or property management company if one has been retained, in the time and manner provided by the form.

### Community Conduct

11. No shareholder or resident shall engage in, permit, or facilitate any nuisance behavior within their unit or anywhere on the cooperative property, or annoy other residents by loud noises or other conduct which may interfere with a shareholder or resident’s rights to peaceful use and quiet enjoyment of the property.

12. No shareholder, resident, guest, or any other person shall engage in activity which results in the disturbance of other residents, by loud noises or otherwise, between the hours of 10:00PM to 7:00AM.

13. No illegal, illicit or other objectionable conduct which may jeopardize the property or reputation of the community or interfere with the rights of other shareholders or residents to peaceful use and quiet enjoyment of the property, shall be permitted in any unit or anywhere on cooperative property.

14. No yelling, screaming, cursing, or discriminatory slurs or insults, which may be audible by other residents outside the unit, shall be permitted under any circumstances.

15. No resident may physically attack, threaten or intimidate, follow or impede another resident’s ingress or egress, enter or loiter outside another resident’s unit, without the consent of that resident.

16. Due to an increase in resident complaints, no solicitation, marketing, or unrequested pandering, including door to door, is permitted on cooperative property. This does not include posting or providing notice or information from the Corporation.

17. No shareholder or resident is permitted to harass, give instructions to, or interfere with the work and duties of the Corporation’s chosen vendors and service providers, including but not limited to, management staff, accountants, attorneys, landscapers, contractors, and maintenance workers. Residents are to report any issues with any on-site vendors to the Corporation, or management company if one has been retained, and shall not communicate directly with the vendor, unless instructed otherwise by the Corporation.

I/We have read the rules above and understand that I/we must abide by them, and any other rule or regulation adopted by the board of directors or membership of this association.

\_\_\_\_\_  
Print Name of Applicant #1

\_\_\_\_\_  
Print Name of Applicant #2

\_\_\_\_\_  
Signature of Applicant #1

\_\_\_\_\_  
Signature of Applicant #2

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Colony Terrace Corporation

## House Rules & Regulations

### Maintenance, Repair & Use Restrictions

18. No maintenance or repair of any portion of a unit which may be visible from the exterior of the unit, or which may jeopardize or impact another unit or the cooperative building, shall be permitted without prior written approval from the Board of Directors.

19. All maintenance and repairs shall comply with all federal, state, and local laws and ordinances, including obtaining permits as may be required.

20. All plumbers, electricians, and general contractors performing work at the cooperative property must be insured and licensed with the State of Florida.

21. Windows, Doors, and all associated frames and hardware, which service a unit are considered part of that unit, not the exterior of the building, and the Shareholder shall be responsible to maintain the foregoing in good, clean working condition, free from rust, rot, damage or broken conditions. All repairs or replacement of windows, doors, or any other portions of the unit visible from the exterior shall be uniform with the surrounding building and in compliance with any specification adopted by the Corporation. No repairs or replacement shall be permitted without prior written approval from the Board.

22. Residents shall be required to keep the unit, including but not limited to all front and back porches, stoops, and balconies, in good, clean and sanitary condition, free from clutter, trash, and debris. Chairs may be permitted on porches and balconies but must be kept in good, clean condition. No conditions, including hoarding, which may present a hazard, or may endanger or cause damage or risk to the health, safety, and welfare of the other residents, unit, and cooperative property, shall be permitted.

23. No potted plants, chairs, furniture, decorations, or other objects which may present a trip hazard or otherwise block a person's ingress or egress, shall be permitted on the walkway.

24. No "For Rent," "For Sale," or other similar signs, billboards, or other solicitations or advertisements are permitted on cooperative property or within any unit if visible from the exterior.

25. All air-conditioners, and A/C lines and equipment, servicing only one unit shall be considered a limited common element and the responsibility of the shareholder of the unit. All air-conditioners, lines, and equipment shall be kept in good, working, rust-free, leak-free condition at all times.

26. Shareholders and residents are prohibited from installing antennae, satellite dishes, or other equipment on the exterior of any building. Residents may install satellite dishes within the resident's balcony or porch as required by FCC regulations provided the resident receives prior written approval from the association.

27. Residents shall not make any repair, replacement, alteration or installation to any portion of the exterior of the building without the prior written consent of the Board of Directors. No resident is permitted to install any device, equipment, decoration, plywood or window covering, or any other item onto the exterior of the building and shall not drill or otherwise damage the exterior of the building, without the prior written approval from the Board of Directors.

I/We have read the rules above and understand that I/we must abide by them, and any other rule or regulation adopted by the board of directors or membership of this association.

\_\_\_\_\_  
Print Name of Applicant #1

\_\_\_\_\_  
Print Name of Applicant #2

\_\_\_\_\_  
Signature of Applicant #1

\_\_\_\_\_  
Signature of Applicant #2

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Colony Terrace Corporation House Rules & Regulations

## Parking & Vehicles

28. All drivers and vehicles on cooperative property shall comply with these rules and regulations as may be passed and amended from time to time. Violators may be towed at any time.

29. All drivers are responsible for their own vehicles and park on cooperative property at their own risk. There is no on-site security and the Corporation is not responsible for any theft or damage to any person or property.

30. All residents shall park in the parking space designated to the respective resident's unit.

31. No vehicle shall be parked in any parking space allocated to another resident's unit without the express written consent of that resident. Such consent must be provided in writing to the Corporation, or Corporation's designated property manager, before use can commence to avoid being towed.

32. Vehicles shall be parked completely within a designated parking space and shall be prohibited from parking anywhere on the cooperative property that is not a designated parking space, unless temporarily loading or unloading.

33. No vehicle may be double parked or parked in a manner which may block the flow of traffic.

34. Vehicle drivers, and the residents and/or shareholders which the drivers are visiting, are jointly and severally liable for the clean-up of any spills or leaks of any oil or other fluids, and the repair of any damage caused by the vehicle. Residents and shareholders are responsible for the actions of the drivers of any vehicle that is visiting, or otherwise present on cooperative property as a result of, the resident or shareholder.

## Enforcement

35. In addition to those rights and remedies provided elsewhere herein and in the governing documents, as amended from time to time, the Corporation shall be entitled to recover all attorneys' fees and costs, including at all pre-suit and appellate levels, regardless of whether formal proceedings are filed, including but not limited to the expense for violation letters, incurred by the Corporation in the course of enforcing any part of the Bylaws, Proprietary Lease, Rules & Regulations, and any other governing documents and amendments thereto.

36. In the event a shareholder or resident alters or damages any portion or item of cooperative real or personal property, including but not limited to the, building exterior, landscaping, parking lot, pool area, pool furniture, and any elements which the Corporation is required to maintain, without prior written approval, or fails to maintain the unit as required by the governing documents and these rules, as amended from time to time, after **FIFTEEN** (15) days written notice, the Corporation may take all necessary remedial action to remove any alteration, cure any violation, make any repair or replacement, and restore the property to good, clean condition, and all expenses for same, including attorneys' fees and costs, shall be considered an assessment against the shareholder's stock, and collectible in the same manner as other assessments.

I/We have read the rules above and understand that I/we must abide by them, and any other rule or regulation adopted by the board of directors or membership of this association.

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Print Name of Applicant #1

\_\_\_\_\_  
Print Name of Applicant #2

\_\_\_\_\_  
Signature of Applicant #1

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Signature of Applicant #2

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **Colony Terrace Corporation House Rules & Regulations**

37. Any transaction commenced or completed without prior written approval from the Association shall be null and void unless subsequently approved in the sole discretion of the Board of Directors. In the event any person takes possession, stays in excess of an approved guest period, or otherwise occupies a unit without prior written approval from the Board, or otherwise repeatedly violates the Bylaws, Proprietary Lease, or other governing documents, rules & regulations, as may be passed and amended from time to time, after reasonable notice from the Corporation, the Corporation shall have the right to commence eviction proceedings for possession under Ch. 83 of the Florida Statutes, as if it were the Lessee/Landlord. Said Lessee of the unit shall be responsible for all costs, fees, and any damage associated with said eviction and will be prohibited from renting the unit for twelve (12) months following the removal of the occupant. Any occupant occupying a unit without prior written approval shall be considered a 'tenant,' regardless of familial status or the exchange of any consideration, solely for the purposes of enforcement and eviction as provided above, and does not convey any rights of a tenant to the occupant, nor place any additional obligations of a landlord on the Corporation

I/We have read the rules above and understand that I/we must abide by them, and any other rule or regulation adopted by the board of directors or membership of this association.

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Print Name of Applicant #1

\_\_\_\_\_  
Print Name of Applicant #2

\_\_\_\_\_  
Signature of Applicant #1

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Signature of Applicant #2

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Date

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Date



**Colony Terrace Corporation  
Minimum Screening Criteria**

1. Minimum Credit Score (FICO)
  - a) Purchasers: 635
  - b) Sub-lessees/Tenants: No minimum credit score\*A complete absence of credit will not equate to poor credit
  
2. Legal Action:
  - a) Purchasers: No bankruptcy, foreclosure, or other legal collection proceeding within the last two years.
  - b) Sub-lessees/ Tenants: No eviction, or other civil or administrative action for enforcement within the last 5 years.
  
3. Criminal History: No felony convictions within the last 7 years. No criminal convictions for crimes of violence; manufacture or sale of controlled substances; theft, fraud, and crimes of dishonesty; other crimes which may show the applicant may be unable to abide by the rules, regulations, and restrictions of the Corporation or may pose a threat to the wealth, safety, and welfare of other residents. The Board may consider such other mitigating factors which may be pertinent to the decision-making process.
  
4. The Board of Directors is not limited only to the criteria listed herein and may consider all other criteria or circumstances which the Board, in its sole discretion, may be pertinent to the applicant's membership in the community or which may jeopardize the health, safety and welfare of the community and residents. The Board will further use these criteria as guide to promote uniformity in screening all applicants equally and prevent discrimination.
  
5. A history of violations or noncompliance with the Corporation's rules and restrictions, or the rules and restrictions of any other association, organization, or municipality may further serve as grounds for denial.

I/We have read the rules above and understand that I/we must abide by them, and any other rule or regulation adopted by the board of directors or membership of this association.

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Print Name of Applicant #1

\_\_\_\_\_  
Print Name of Applicant #2

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Signature of Applicant #1

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Signature of Applicant #2

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Date

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Date

**Colony Terrace Corporation  
Rules for Inspection of Official Records**

1. Owners' rights to inspect the official records are limited to not more than one inspection every 30 days. Owners are limited to one inspection on one business day during regular business hours. Any inspection requests received within 30 days of a previous inspection will not be considered and the owner must resubmit the inspection request after the 30 days expire from the date the prior inspection request was received.
2. Any request to inspect the official records of the association must be made in writing, sent by Certified Mail, Return Receipt Requested, to the attention of the current property manager for the Association. If no property manager is retained, then it must be sent to the current registered agent as reflected in the records of the Secretary of State for the State of Florida.
3. Requests to inspect the official records may not be included in a general complaint letter, email, or discourse but must be separately submitted and clearly labeled as a request to inspect official records so that the Association will recognize that it falls within the applicable Florida Statute.
4. All documents will be inspected in the medium in which they are kept. Owners requesting to inspect more than one category of official records must set forth the categories in a numbered list with specificity.
5. Location of the inspection may be determined by the Board of Directors, provided it is within 45 miles of the cooperative property in compliance with Florida Statute. Records may be inspected at the office of the Association's property manager, accountant, attorney, or other applicable vendor. Inspections will be coordinated with these offices and conducted at reasonable times during regular business hours.
6. The Association, or its designated agent, may impose fees to cover the costs of providing copies of the official records, including the costs of copying, not to exceed the statutory maximum, and costs for personnel to retrieve and copy the records if the time spent retrieving and copying the records exceeds one-half hour and if the personnel costs do not exceed \$20 per hour. Voluminous copying may need to be sent to a copying service, in which case the owner will need to prepay the estimated copying expense.
7. The Association may opt to fulfill the inspection request in whole or in part by electronic transmission via the internet, such as e-mail or cloud service, and will require a current email address to facilitate fulfilling the request.
8. The Association asks that owners consider the time and resources of the community and avoid repeated requests of historical or expired documents if copies have been previously provided to that owner.
9. Records inspections are not occasions for interrogation of the Association, its agents, or employees. The purpose of the records inspection is solely to inspect and copy the requested records as may be necessary.
10. Under no circumstances, may an owner take or deface any official records of the Association, and such action shall be considered a violation of these rules.

I/We have read the rules above and understand that I/we must abide by them, and any other rule or regulation adopted by the board of directors or membership of this association.

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Print Name of Applicant #1

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Print Name of Applicant #2

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Signature of Applicant #1

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Signature of Applicant #2

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Date

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