

635 ORANGE CONDOMINIUM ASSOCIATION, INC.

MIDRISE CONDOMINIUMS – RENTER APPLICATION

RENTAL/LEASE NEW RENEWAL*

UNIT INFORMATION

Unit #: _____ Term of Lease: _____ to _____

*Note: A new rental application must be completed for all lease renewals.

APPLICANT INFORMATION

Name (Print): _____ Co-Occupant (Print): _____

Email Address: _____ Email Address: _____

Driver's License #: _____ State: _____

Driver's License #: _____ State: _____

Date of Birth: _____ Phone #: _____

Date of Birth: _____ Phone #: _____

Present Address:

City/State: _____ ZIP: _____

Occupation/Employer: _____

Employer Address: _____ Length of Employment: _____

Occupation/Employer: _____

Employer Address: _____ Length of Employment: _____

VEHICLE INFORMATION *(See Rules & Regulations for parking detail)* Use of visitor parking is strictly prohibited for owner or tenant use.

Vehicle – Make: _____ Model: _____ Year: _____ State: _____

License Plate #: _____

I acknowledge that parking is limited to **one deeded spot** for midrise units. The use of visitor parking is strictly prohibited for owner or tenant use.

Applicant Signature: _____ Date: _____

EMERGENCY CONTACTS (Provide Two)

1. **Name:** _____ **Phone #:** _____ **Relationship:** _____
2. **Name:** _____ **Phone #:** _____ **Relationship:** _____
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LIST ADDITIONAL OCCUPANTS (Include ages if under 18)

REQUIRED DOCUMENTS AND FEES

Please include all of the following with your application:

- One check for \$150** made payable to **635 Orange Condominium Association**
 - \$1,000 Deposit** made payable to **635 Orange Condominium Association**
 - Copies of Driver's License/Passport** for all adult applicants
 - Copy of Lease Contract**
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RULES & REGULATIONS

I have received and read a copy of the Association's Rules & Regulations. I understand my responsibilities as a tenant and agree to abide by the provisions of said document.

Signature: _____

Signature: _____

Date: _____

Date: _____

AUTHORIZATION FOR VERIFICATION

I/we authorize Progressive Community Management, Inc., and the 635 Orange Condominium Association to obtain public records, credit reports, and employment verification in connection with this application. I/we release all providers of information from any liability.

Signature: _____

Signature _____

Date: _____

Date: _____

ASSOCIATION USE ONLY

Approved Disapproved

Date: _____

Board/Agent Signature: _____

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c



**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF TOWNHOMES OF ORANGE CLUB,
A CONDOMINIUM AND
DECLARATION OF CONDOMINIUM OF CONDOMINIUMS OF ORANGE CLUB,
A CONDOMINIUM**

RECITALS

WHEREAS, 635 Orange Condominium Association, Inc., a Florida not-for-profit corporation (“Association”) has been established for the operation of 635 Orange in accordance with the Declaration of Condominium of Townhomes of Orange Club, a Condominium, recorded on July 10, 2017 in Official Records Instrument #2017085654 of the Public Records of Sarasota County, Florida, as amended from time to time (“Townhomes Declaration”) and the Declaration of Condominium of Condominium of Orange Club, a Condominium recorded on July 10, 2017 in Official Records Instrument #2017085652 of the Public Records of Sarasota County, Florida, as amended from time to time (“Condominium Declaration”);

WHEREAS, the 2020 Annual Member Meeting (“Annual Meeting”) was held on May 28, 2020, which Annual Meeting was continued and reconvened on June 26, 2020, which meetings were duly noticed in accordance with Article II of the Bylaws of 635 Orange Condominium Association, Inc. (“Bylaws”);

WHEREAS, amendments to Article 17 of the Townhomes Declaration and Article 18 of the Condominium Declaration were submitted for approval at the reconvened Annual Meeting at which a quorum was present;

WHEREAS, the amendment to Article 17 of the Townhomes Declaration was approved by two-thirds of the Unit Owners within the Townhomes Condominium in accordance with Section 23.1 of Article 23 of the Townhomes Declaration; and,

WHEREAS, the amendment to Article 18 of the Condominium Declaration was approved by four-fifths of the Unit Owners within the Condominium in accordance with Section 24.1 of Article 24 of the Condominium Declaration, if the proposed amendments relate to the rights or obligations of the Commercial Units as well.

NOW THEREFORE, the Association does hereby state as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. All present and future Members of the Association shall be bound by the amendments to Article 17 of the Townhomes Declaration as follows:

*New language is indicated by underlined type.
Deleted language is indicated by ~~struck-through type~~.*

Article 17 of the Townhomes Declaration is amended as follows:

17.1 Residential Units. Prior to the sale or transfer of any Unit within the Condominium, the Unit Owner shall provide to the Association written notice reciting the name, permanent address and telephone number of the transferee party. ~~Prior to the lease of a Unit, the Unit Owner shall provide to the Association written notice reciting the name, permanent address and telephone number of the tenant.~~ Further, in recognition of the compatibility and congeniality which must exist between the Unit Owners and occupants in order to make an undertaking such as a condominium development satisfactory and enjoyable to all parties in interest, the Board of Directors of the Association may from time to time promulgate rules and regulations requiring prior written approval of all sales, transfers, ~~leases~~ or occupation of a Unit before such sale, transfer, ~~lease~~ or occupation shall be lawful, valid and effective. The foregoing provisions shall not be applicable to conveyances from Developer (but would apply to leases from Developer).

17.2 Leasing Privileges. An Owner may lease only the entire Unit, and then only in accordance with this Policy. The ability of an Owner to lease the Unit is a privilege, not a right. The privilege may be suspended by the Board of Directors if it is abused by the Owner, if an Owner's tenants fail to comply with the use restrictions detailed in Townhomes Declaration and Condominium Declaration, or if the Owner fails or refuses to follow the required procedures.

17.3 Tenant Defined. "Tenant" means any person other than an Owner's Family member (defined as the parents, children, siblings, nieces, nephews, grandparents and grandchildren of the Owner) occupying a Unit without the Owner present for more than fourteen (14) consecutive days or more than thirty (30) days within a twelve (12) month period, regardless of whether that person is paying rent or other consideration for the benefit of occupying the Unit.

Any Guest (defined as any person other than the Owner's Family who is physically present in a Unit or occupies a Unit on a temporary basis without the payment of consideration) occupying a Unit for more than fourteen (14) consecutive days or more than a total of thirty (30) days within a twelve (12) month period shall be deemed a Tenant, whether or not any consideration is being exchanged for the use of the Unit.

The Board of Directors may require affidavits of occupancy and/or proof of familial relationship and may promulgate any further Rules and Restrictions as deemed necessary to effectuate the intent of this provision.

17.4 Lease Application for Approval. Leases and renewal of leases must be approved by the Board. Within fifteen (15) days from the receipt of the Owner's written notice of intent to lease his/her/its Unit, and any additional information that may be required by the Board, including a background check, the Board of Directors shall either approve or disapprove of the lease. Failure of the Board to respond within fifteen (15) days from receipt of all information necessary and required by the Board shall be deemed as an approval of the lease. The Board may deny permission to lease upon any reasonable grounds, including without limitation: (1) failure of the Owner to submit all documents required for approval or to submit the screening fee as described below; (2) the Owner is delinquent in payment of any monetary amount due to the Association; (3) occupancy by the proposed Tenant would violate any provision of the Governing Documents or Rules and Regulations of the Association; (4) the Owner or proposed Tenant makes any misrepresentation on any of the lease approval forms; or (5) proposed tenant

is a convicted felon whose civil rights have not yet been restored or has a background that is of questionable morals. If the Association disapproves a proposed lease or renewal, the Unit Owner shall receive a statement indicating same, and the lease shall not be made or renewed and the proposed Tenant(s) shall have no right of occupancy. Any lease made in violation of this Declaration shall be voidable and the Association may institute suit to evict the Tenant(s). The Association shall neither have a duty to provide an alternate Tenant nor shall it assume any responsibility for the denial of a lease application.

17.5 Tenancy Before Approval. No Tenant may occupy a Unit prior to obtaining Association approval unless the Tenant has been previously approved and is awaiting approval of a lease renewal. A lease application shall be deemed automatically withdrawn if the prospective Tenant occupies the Unit prior to receipt of approval from the Board of Directors and any lease in existence shall be deemed voidable in the Board of Directors' sole discretion.

17.6 Term of Lease. A Unit may not be leased for less than six (6) months nor more than once in a twelve-month period.

17.7 Expiration of a Lease. At least thirty days (30) prior to the expiration of a lease, the Owner must notify the Board of Directors if the lease will be renewed or extended. Association approval is required prior to renewal or extension of any existing lease. If the lease is not being renewed or extended, the Owner must provide notice of the Tenant's move-out date and schedule.

17.8 Lease Forms. The Association shall have the authority to require Unit Owners to use an approved lease form for all leases. The Owner shall provide the Association with a copy of the approved executed lease within ten (10) days after the commencement of said lease. It shall be the responsibility of the Owner to provide the Tenant with a copy of the Governing Documents, as well as the Rules and Regulations, and every lease shall be deemed to contain a provision that the Tenant is subject to same. The Owner must provide a signed acknowledgement of Tenant's receipt of the Governing Documents to the Association.

17.9 Tenant Interviews. In order to determine that proposed Tenants are familiar with the Association's Governing Documents, the Board of Directors, at its option, shall have the right to require a personal interview with a proposed Tenant prior to granting or denying approval for occupancy. The Board of Directors may designate a committee or any individual(s) to conduct such interview.

17.10 Screening Fee. The Association shall have the authority to charge a non-refundable screening fee in connection with the approval required for the leasing of a Unit. Said fee may be increased or decreased by the Board of Directors from time to time but shall not exceed the highest fee permitted by law.

17.11 Security Deposit. Prior to the commencement of any lease, the Tenant is required to provide a security deposit to the Association for \$1,000.00 to protect against damage to the Common Elements and Association Property. Upon expiration of the lease, the Tenant vacating the Unit and determination by the Board of Directors that there has been no damage to the

Common Elements or Association Property, the full security deposit shall be returned to the Owner to be distributed to the Tenant.

17.12 Occupancy During Lease Term. No one but the Tenant, the interviewed members of the Tenant's family, and Guests may occupy the Unit.

17.13 Use of Common Elements During Lease. During a lease term, the Tenant shall have all the use rights in Association Property and Common Elements available to the Unit Owner and the Unit Owner shall not have such rights, except as a guest, unless such rights are waived in writing by the Tenant. The Association shall have the right to prohibit dual usage by the Owner and a Tenant of Association Property and Common Elements.

17.14 Occupant Restrictions. A Unit may not be leased to multiple families nor are multiple families allowed to occupy a Unit together or under separate occupancy arrangements. No more than four (4) Tenants are allowed to occupy a two (2) bedroom Unit. No more than five (5) Tenants are allowed to occupy a three (3) bedroom Unit.

17.15 Unauthorized Leases & Violations. In the event of an unauthorized lease or any violation by the Tenant of the Governing Documents, or Rules and Regulations of the Association, the Association shall have the right to terminate the lease and/or evict a purported Tenant and all occupants in the Unit in the name of the Owner as the proposed landlord. Said Owner shall reimburse the Association for all expenses, including attorneys' fees and expenses incurred in connection with such legal proceedings, including pre-suit efforts.

17.16 Liability of Tenant and Owner. The Owner shall be jointly and severally liable with the Tenant for any amount which is required by the Association to repair any damage to the Common Elements resulting from acts or omissions of a Tenant (as determined in the sole discretion of the Board of Directors) and to paying any claim for injury or damage to property caused by negligence of a Tenant and the costs thereof may be collected as a Special Assessment against the Unit.

17.17 Regulation by Association. All of the provisions of the Governing Documents and the Rules and Regulations of the Association shall be applicable and enforceable against any person occupying a Unit as a Tenant or Guest to the same extent as against the Owner.

17.18 Subleasing. No subleasing is permitted.

All other Sections of Article 17 remain unchanged.

3. All present and future Members of the Association shall be bound by the amendments to Article 18 of the Condominium Declaration as follows:

*New language is indicated by underlined type.
Deleted language is indicated by ~~struck through type~~.*

Article 18 of the Condominium Declaration is amended as follows:

18.1 Unit Sales and/or TransfersLease. Prior to the sale or transfer of any Unit within the Condominium, the Unit Owner shall provide to the Association written notice reciting the name, permanent address and telephone number of the transferee party. ~~Prior to the lease of a Unit, the Unit Owner shall provide to the Association written notice reciting the name, permanent address and telephone number of the tenant.~~ Further, in recognition of the compatibility and congeniality which must exist between the Unit Owners and occupants in order to make an undertaking such as a condominium development satisfactory and enjoyable to all parties in interest, the Board of Directors of the Association may from time to time promulgate rules and regulations requiring prior written approval of all sales, transfers, ~~leases or~~ occupation of a Unit before such sale, transfer, ~~lease or~~ occupation shall be lawful, valid and effective. The foregoing provisions shall not be applicable to conveyances from Developer (but would apply to leases from Developer).

18.2 Unit Leases and Occupants. An Owner may lease only the entire Unit, and then only in accordance with this Policy. The ability of an Owner to lease the Unit is a privilege, not a right. The privilege may be suspended by the Board of Directors if it is abused by the Owner, if an Owner's tenants fail to comply with the Association's use restrictions, or if the Owner fails or refuses to follow the required procedures.

18.3 Tenant of Residential Unit Defined. "Tenant" of a Residential Unit means any person other than an Owner's Family member (defined as the parents, children, siblings, nieces, nephews, grandparents and grandchildren of the Owner) occupying a Unit without the Owner present for more than fourteen (14) consecutive days or more than thirty (30) days within a twelve (12) month period, regardless of whether that person is paying rent or other consideration for the benefit of occupying the Unit.

Any Guest (defined as any person other than the Owner's Family who is physically present in a Unit or occupies a Unit on a temporary basis without the payment of consideration) occupying a Unit for more than fourteen (14) consecutive days or more than a total of thirty (30) days within a twelve (12) month period shall be deemed a Tenant, whether or not any consideration is being exchanged for the use of the Unit.

The Board of Directors may require affidavits of occupancy and/or proof of familial relationship and may promulgate any further Rules and Restrictions as deemed necessary to effectuate the intent of this provision.

18.4 Lease Application for Approval. Leases and renewal of leases of both Residential and Commercial Units must be approved by the Board. Within fifteen (15) days from the receipt of the Owner's written notice of intent to lease his/her/its Unit, and any additional information that may be required by the Board, including a background check, the Board of Directors shall either approve or disapprove of the lease. Failure of the Board to respond within

fifteen (15) days from receipt of all information necessary and required by the Board shall be deemed as an approval of the lease. The Board may deny permission to lease upon any reasonable grounds, including without limitation: (1) failure of the Owner to submit all documents required for approval or to submit the screening fee as described below; (2) the Owner is delinquent in payment of any monetary amount due to the Association; (3) occupancy by the proposed Tenant would violate any provision of the Governing Documents or Rules and Regulations of the Association; (4) the Owner or proposed Tenant makes any misrepresentation on any of the lease approval forms; or (5) proposed Tenant is a convicted felon whose civil rights have not yet been restored or has a background that is of questionable morals. If the Association disapproves a proposed lease or renewal, the Unit Owner shall receive a statement indicating same, and the lease shall not be made or renewed and the proposed Tenant(s) shall have no right of occupancy. Any lease made in violation of this Declaration shall be voidable and the Association may institute suit to evict the Tenant(s). The Association shall neither have a duty to provide an alternate Tenant nor shall it assume any responsibility for the denial of a lease application.

18.5 Tenancy Before Approval. No Tenant may occupy a Unit prior to obtaining Association approval unless the Tenant has been previously approved and is awaiting approval of a lease renewal. A lease application shall be deemed automatically withdrawn if the prospective Tenant occupies the Unit prior to receipt of approval from the Board of Directors and any lease in existence shall be deemed voidable in the Board of Directors' sole discretion.

18.6 Expiration of a Lease. At least thirty days (30) prior to the expiration of a lease, the Owner must notify the Board of Directors if the lease will be renewed or extended. Association approval is required prior to renewal or extension of any existing lease. If the lease is not being renewed or extended, the Owner must provide notice of the Tenant's move-out date and schedule.

18.7 Lease Forms. The Association shall have the authority to require Unit Owners to use an approved lease form for all leases. The Owner shall provide the Association with a copy of the approved executed lease within ten (10) days after the commencement of said lease. It shall be the responsibility of the Owner to provide the Tenant with a copy of the Governing Documents, as well as the Rules and Regulations, and every lease shall be deemed to contain a provision that the Tenant is subject to same. The Owner must provide a signed acknowledgement of Tenant's receipt of the Governing Documents to the Association.

18.8 Tenant Interviews. In order to determine that proposed Tenants are familiar with the Association's Governing Documents, the Board of Directors, at its option, shall have the right to require a personal interview with a proposed Tenant prior to granting or denying approval for occupancy. The Board of Directors may designate a committee or any individual(s) to conduct such interview.

18.9 Screening Fee. The Association shall have the authority to charge a non-refundable screening fee in connection with the approval required for the leasing of a Unit. Said fee may be increased or decreased by the Board of Directors from time to time but shall not exceed the highest fee permitted by law.

8.10 Security Deposit. Prior to the commencement of any lease, the Tenant is required to provide a security deposit to the Association for \$1,000.00 to protect against damage to the Common Elements and Association Property. Upon expiration of the lease, the Tenant vacating the Unit and determination by the Board of Directors that there has been no damage to the Common Elements or Association Property, the full security deposit shall be returned to the Owner to be distributed to the Tenant.

18.11 Occupancy During Lease Term. In a Residential Unit lease, no one but the Tenant, the interviewed members of the Tenant's family, and Guests may occupy the Unit.

18.12 Use of Common Elements During Lease. During a lease term in a Residential Unit, the Tenant shall have all the use rights in Association Property and Common Elements available to the Unit Owner and the Unit Owner shall not have such rights, except as a guest, unless such rights are waived in writing by the Tenant. The Association shall have the right to prohibit dual usage by the Owner and a Tenant of Association Property and Common Elements.

18.13 Occupancy Restrictions. A Residential Unit may not be leased to multiple families nor are multiple families allowed to occupy a Unit together or under separate occupancy arrangements. No more than four (4) Tenants are allowed to occupy a two (2) bedroom Unit. No more than five (5) Tenants are allowed to occupy a three (3) bedroom Unit.

18.14 Unauthorized Leases & Violations. In the event of an unauthorized lease or any violation by the Tenant of the Governing Documents, or Rules and Regulations of the Association, the Association shall have the right to terminate the lease and/or evict a purported Tenant and all occupants in the Unit in the name of the Owner as the proposed landlord. Said Owner shall reimburse the Association for all expenses, including attorneys' fees and expenses incurred in connection with such legal proceedings, including pre-suit efforts.

18.15 Liability of Tenant and Owner. The Owner shall be jointly and severally liable with the Tenant for any amount which is required by the Association to repair any damage to the Common Elements resulting from acts or omissions of a Tenant (as determined in the sole discretion of the Board of Directors) and to paying any claim for injury or damage to property caused by negligence of a Tenant and the costs thereof may be collected as a Special Assessment against the Unit.

18.16 Regulation by Association. All of the provisions of the Governing Documents and the Rules and Regulations of the Association shall be applicable and enforceable against any person occupying a Unit as a Tenant or Guest to the same extent as against the Owner.

18.17 Subleasing. No subleasing is permitted.

All other Sections of Article 18 remain unchanged.

[TWO SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 19th day of AUGUST, 2020.

WITNESSES:

635 ORANGE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation

Kathy A Reader

Print Name: Kathy A Reader

Bekki Rayner

Print Name: Bekki Rayner

By: Tracey McIntosh
Tracey McIntosh, President

(Seal of Corporation)

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19th day of AUGUST, 2020 by TRACEY MCINTOSH of 635 Orange Condominium Association, Inc., a Florida corporation not-for-profit, on behalf of the corporation. He/she is personally known to me of has produced FLA DL as identification.

Laurie Seesholtz
Signature of person taking acknowledgement

LAURIE SEESHOLTZ
Name typed, printed or stamped

NOTARY PUBLIC
Title or rank

GG 351406
Serial number, if any



LAURIE SEESHOLTZ
Commission # GG 351406
Expires August 25, 2023
Bonded Thru Budget Notary Services

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 19th day of AUGUST, 2020.

WITNESSES:

635 ORANGE CONDOMINIUM ASSOCIATION, INC.,
a Florida not-for-profit corporation

Kathy A Reader
Print Name: Kathy A Reader

By: John Loomis, Secretary
John Loomis

Bekki Royner
Print Name: Bekki Royner

(Seal of Corporation)

STATE OF Florida
COUNTY OF SCHLESSEL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19th day of AUGUST, 2020 by JOHN LOOMIS of 635 Orange Condominium Association, Inc., a Florida corporation not-for-profit, on behalf of the corporation. He/she is personally known to me of has produced FLM DR as identification.

Laurie Seesholtz
Signature of person taking acknowledgement

Laurie Seesholtz
Name typed, printed or stamped



LAURIE SEESHOLTZ
Commission # GG 351406
Expires August 25, 2023
Bonded Thru Budget Notary Services

Notary Public
Title or rank

GG 351406
Serial number, if any

Document #1191371