Triton Property Management 900 E. Indiantown Road, Suite 210 Jupiter, FL 33477 561-250-6565 residentservices@tritoncam.com

VALENCIA AREA CONDOMINIUM ASSOCIATION LEASE APPLICATION

This package must be submitted to Triton Property Management FULLY COMPLETED & SIGNED in all required areas. All documents must be in order as requested on the below checklist. If ANY information is incorrect, incomplete, or out of order it will be returned.

INFORMATION REGARDING THE SCREENING PACKAGE

- Triton Property Management will only provide updates of application status to the Applicant(s).
- A Screening package is considered complete when all information is properly filled out and listed requirements have been provided to the management company. <u>Incomplete packages will not be accepted.</u>
- \$100.00 Background Screening Fee (non-refundable) per applicant (unless married or dependent) made payable to **Triton Property Management**
- \$25.00 application fee made out to Valencia Area Condominium Association
- The Approval process may take up to thirty (30) days.

INDIVIDUAL COMMUNITY REQUIREMENT CHECK LIST

- 1. Clear photo-copy of valid State ID, Driver's License, or Passport must be provided.
- 2. Copy of Current Vehicle Registration and Proof of Insurance must be provided.
- 3. Vesta Form signed by applicant and owner.
- 4. Fully Executed Owner Delinquency and Rental Proceeds form.
- 5. Copy of Fully Executed Lease Agreement.
- 6. A letter of occupancy authorizing occupant is required from owner of unit for person(s) being added to an existing lease if no lease is generated for residency.
- 7. Occupancy is limited to two (2) individuals for both one (1) bedroom units and three (3) individuals for two (2) bedroom units.
- 8. Current and valid copy of Appliances and Pest Control Contract.
- 9. At least one (1) person, fifty-five (55) year of age or older must be a permanent occupant of each unit while any person is in occupancy of a unit.
- 10. No Unit Owner is permitted to lease their unit during the <u>first twelve (12) months of</u> <u>ownership</u>.
- 11. No Unit Owner may lease the unit more than once in a twelve (12) month period.
- 12. No lease shall be for less than six (6) months and shall provide that the terms of the lease are subject in all respects to the provisions of the Declaration, the By-Laws and Articles of Incorporation of the Association and that any failure by the lessee to comply with the terms of such documents are a default under the lease.
- 13. At the time of the Lease application (whether is a New Lease or Lease Renewal) the Unit Owner <u>MUST NOT</u> be delinquent in the payment of the Association dues and/or have any open and unresolved violations. The account must be brought current before any lease application can be considered for approval by the Association.
- 14. No pets allowed other than Service Animals. ESA documentation and annual renewal of information must be presented to the property manager
- 15. No Lessee may sublet or assign his interest in a unit.

LEASE ADDENDUM (ONLY APPLICABLE FOR LEASE) Each applicant certifies that all information provided to Triton Property Management on behalf of the Assoc. is: True and complete. False, misleading and/or fraudulent information is grounds for refusal. Investigation which may include but is not limited to consumer credit, mortgages, banking, employment, businesses, tenancy, public records, personal character and characteristics, general reputation and mode of living. Applicants release ASG and its affiliates to include employees, officers, directors, brokers, agents and representatives of the foregoing) receiving information from any and all claims or liability which may arise from the release, transmission, assembly, or interpretation of information, or denial of credit, housing, privilege or extra or unusual deposits. Applicants providing false or misleading information constitutes reasonable grounds for denial of application. Applicant understands that the Assoc. bases their opinion based on criminal, credit, prior residency referrals and other options regarding status, which will determine the Board of Directors' approval or disapproval of said applicant. Applicant authorizes reporting of any ensuing residency history to Triton and its affiliates on the same terms as above. Applicant understands that each community has its residential guidelines and applicant may be turned down based on those criteria. RULES & REGULATIONS: Applicant Agrees that he/she has read a copy of the Assoc.'s Declaration, By-Laws, Rules & Regulations (hereinafter collectively referred to as the "Assoc. Documents") and assumes responsibility for themselves and all other person(s) and agrees to abide by all as stated. Failure to abide by said Assoc. Documents shall entitle the Assoc. to all the rights of Lessor to terminate the Lease and evict Lessee. The Board of Directors of the Assoc. shall have the power, but shall not in any manner be obligated, to terminate the Lease and/or to bring summary proceedings to evict Lessee, in the name of Lessor and/or itself, in the event of (i) a default by Lessee in the performance of Lessee's obligations under the Lease, or (ii) a foreclosure of a lien placed on the Unit by the Assoc. in accordance with the Declaration of Condominium. In the event the Assoc. brings any action, proceeding or litigation to terminate the Lease and/or to evict Lessee, the Assoc. shall recover from Lessor and/or Lessee all costs and reasonable attorney's fees incurred therefore. USE & OCCUPANCY: The Unit shall be used solely as a private residence for Lessee, and person(s) as listed on the application. The Assoc. Documents pertaining to guests within the Unit and/or upon Assoc. property, as same may be amended from time to time. Lessee agrees not to use the Unit, or permit the Unit or any portion of the Assoc. Property to be used, for any illegal, immoral, improper, offensive, hazardous or unlawful purpose. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed by Lessee. Lessee further agrees not to make, nor permit to be made, any disturbance, noise or annoyance of any kind, which is detrimental to the Unit, or any portion of the Assoc. Property, or to the comfort of any of the other inhabitants of the Assoc. ASSIGNMENT & SUBLETTING: Lessee shall not assign nor sublet the Unit or any part thereof, nor shall the Lease Agreement be assigned by Lessee, without the prior written approval of the Lessor and the Assoc. RIGHT TO RENT: Per FloridaStatutes Section 720.3085(8)(a): Assessments: Tenant Occupancy; In the event Lessor is delinquent in Lessor's obligation to pay to the Assoc. any "common expenses" as defined in the Assoc. Documents, the Assoc. shall have the right, but not the obligation, to require Lessee to pay said rental installments, or the portion thereof, sufficient to pay said delinquent common expenses, directlyto the Assoc., upon the Assoc. giving written notice of the exercise of such right to Lessee and Lessor. This right of the Assoc. is cumulative and in addition to any and all other rights or remedies, the Assoc. may have against Lessee or Lessor. ZERO TOLERANCE DRUG POLICY: I understand and agree that this complex is attempting to be a drug-free environment and the Assoc. has a policy of Zero tolerance to illegal drugs on these premises and agree that this policy entitles Assoc./Management to terminate the Rental Agreement of any Tenant who has engaged in any drug-related activity such as possession, sale, manufacture, distribution or use of a controlled substance on or about these premises, or engages in any other illegal activity which is detrimental to the complex or its residents, and to seek immediate legal injunction of any owner. I understand and agree that this policy is intended to ensure that the Assoc.'s safety and peaceful enjoyment of this complex is protected and that resident and their guests or invitee do not use or sell illegal drugs on these premises. RIGHT OF ENTRY: The Assoc., it's employees or their agents shall have the right to enter the Unit at all reasonable hours to examine the Unit, to make all repairs deemed necessary for the safety of the other residents of the Assoc. or the preservation of the Assoc. property (or any portion thereof), or to do whatever is deemed necessary to assure orderly use and proper maintenance of the Unit or any portion of the Assoc. property. SUBORDINATION: The Lease is hereby expressly made subject and subordinate to all Assoc. assessments, ground or underlying leases, mortgages, building loan agreements and all advances which may now or hereafter affect or become a lien upon the Assoc. real property, and to any renewals, modifications, consolidations, replacements or extensions thereof. INDEMNIFICATION: Lessee agrees to indemnify and hold harmless the Assoc. from and against any claims for damages to person or property arising from Lessee's use of the Unit, or from any activity or work permitted or suffered by Lessee in or about the Unit. The Assoc. shall not be liable for personal injury or damages to Lessee's personal property from theft, vandalism, fire, water, rainstorms, smoke, explosions, riots or other causes whatsoever. The provisions of this paragraph shall survive the termination of the Lease. MODIFICATION OF LEASE: The Lease may not be modified, amended, extended, or assigned without the prior written consent of the Board of Directors of the Assoc. This Lease Addendum is entered into this day of

______, 20 _by and between the below listed as Owner, (hereinafter referred to as "Lessor") & the Renter (hereinafter referred to as "Lessee") of the real property described allocated within, and subject to the jurisdiction of the which supplements and modifies that certain Lease Agreement by and between Lessor and Lessee for the leasing of said Unit. The parties hereby agree as stipulated in the above Assoc. Lease Addendum:

APPLICANT SIGNATURE

CO-APPLICANT SIGNATURE

Valencia Condominium Association

APPLICATION FOR OCCUPANCY (PLEASE PRINT CLEARLY)

LEASE			
TERM	M PERIOD LEASE	DATES	
(VALENCIA) PRO	PERTY ADDRESS:		
CURRENT OWNER	NAME(S):		
CURRENT OWNER I	MAILING ADDRESS:		
APPLICANT:			SS#:
PHONE NUMBER:		EMAIL:	
() Single () Married	l () Separated () Divorced	MAIDEN NAME:	
CO-APPLICANT:	C	ATE OF BIRTH:	SS#:
PHONE NUMBER:		EMAIL:	
() Single () Married	l () Separated () Divorced	MAIDEN NAME:	
PLEASE STATE TH	E NAMES AND RELATIONS	HIP OF ALL WHO WILL	BE OCCUPYING THE UNIT
	ME	RELATIONSHIP	AGE
NAME	ADDRESS	5	PHONE
	TO BE PARKED AT PROPERTY COPY OF VEHICLE REGIST		L BELOW)
MAKE:	MODEL:	YEAR:	TAG#:
MAKE:	MODEL:	YEAR	TAG#·

PART I: RESIDENCE HISTORY

A.	PRESENT ADDRESS:	
	APT. OR CONDO NAME:	PHONE:
	DATE OF RESIDENCY	to
	LANDLORD (or) MORTGAGE:	PHONE:
	ADDRESS:	MORTGAGE #:
B.	PREVIOUS ADDRESS:	
	APT. OR CONDO NAME:	DATE OF RESIDENCY
	PARTI	I: EMPLOYMENT REFERENCES
A.	EMPLOYED BY:	PHONE:
	DATES: FROM:TO:	DEPT/POSITION:
	APPROX MONTHLY INCOME \$	
	ADDRESS:	
B.	CO-APPLICANT EMPLOYMENT:	PHONE:
	DATES: FROM:TO:	DEPT/POSITION:
	APPROX MONTHLY INCOME \$	
	ADDRESS:	
REALT	OR CONTACT INFORMATION:	
NAME	:	PHONE:
EMAII	<i>i</i>	

APPLICANT SIGNATURE

CO-APPLICANT SIGNATURE



RENTAL and RESALE INFORMATION <u>ID OFFICE</u> 561-499-3335 Ext. 136 & 135 Monday – Friday 9:00 AM – 4:00 PM Closed Saturday and Sunday

KINGS POINT GOLF AND COUNTRY CLUB

Where Exceptional Lifestyle Begins

Fees (All fees subject to change)

- Capital Contribution & Processing Fee-includes one (1) Resident ID Card & one (1) Barcode \$2,000.00
 (Applicable to all resales and transfers of ownership as of January 1, 2025)

 Resident ID \$60.00
- Single Resident ID \$60.00
- Single Resident ID \$60.00
- Lessee ID \$60.00
- Guest ID \$10.00 (See procedural guide for further details)
- Health Aide ID \$50.00 (*Three months*)
- Barcode \$10.00
- Saxony RFID Tag \$10.00

<u>Requirements:</u> Coincident with submission of an application for purchase of any unit, proof of payment of the Capital Contribution & Processing Fee **must be included**.

Before issuing Resident ID cards, we must receive the following:

- A copy of the Certificate of Approval from the association's management company approved by an association officer with the association seal and,
- The previous owner's ID card(s) must be turned in to Kings Point's ID office. If the ID card(s) cannot be located, a \$60 fee for each outstanding ID card must be paid before new ID cards will be issued. **Checks payable to: Kings Point Recreation Corp., Inc**.
- Note: Maximum of two (2) resident ID cards per unit. The first ID card purchased for a resident/lessee must be issued to an individual fifty-five (55) years of age or older.

Before we can issue Lessee ID cards, the ID office must receive the following:

- A copy of the Certificate of Approval from the association's management company approved by an association officer with the association seal, along with a lease and,
- Any outstanding ID cards issued for that unit must be turned in.
- As of August 6, 2015, any unit that is SOLD, if there is an existing lease on the unit AND the lessee turns in their ID cards, ID Cards can be purchased by the new owner, even if the lease has not expired.
- Any Owner or Tenant that breaks the lease, the existing rule below still follows:

Resident ID card(s) will not be issued or another Lessee ID card(s) will not be issued until the expiration of the current lease. <u>No Exceptions</u>!

Kings Point Recreation Area Amenities

The Recreation facilities consist of three (3) clubhouses, swimming pools, Natatorium, golf courses, tennis, shuffleboard, pickleball, bocce ball, racquetball and basketball courts, canals, entry gates and roads of the community and other common facilities. Kings Point is a "**NO PET**" community. The Recreation Area does not include condominium property and its parking areas or common grounds. Our residents also have use of the Kings Point buses. The buses serve the community, the immediate surrounding areas and shopping centers. To ensure that residents and their guests have exclusive access to all recreation facilities, a Kings Point ID is necessary. The ID cards are issued in the **ID Office located in the Administration Building**.

PLEASE READ CAREFULLY BEFORE SIGNING!!!!

*Signature:

Seller/Owner

*Signature:

Buyer/Tenant

****Effective January 1, 2025****

<u>Note</u>: Capital Contribution & Processing Fee of \$2,000.00 payable to: Kings Point Recreation Corporation, Inc., the Not For Profit Corporation organized under Florida Statute 617, authorized to manage the Recreation Facilities, must be submitted with application for purchase.

7000 West Atlantic Avenue, Delray Beach, FL. 33446-1699, Telephone 561-499-3335

Valencia Condominium Association

OWNER DELINQUENCY AND RENTAL PROCEEDS

Recent Legislative changes have given the Authority to Condominium Associations to collect rent directly from the renter when the owner is delinquent.

Section 718.716(11): <u>Assessments: Tenant Occupancy:</u> Where an owner delinquent in any monetary obligation to the association, the association can make a demand for the tenant to pay the association the future monetary obligations related to the condominium unit owed to the association. The demand must be in writing. If the tenant fails to comply, the Association may have the tenant evicted in accordance with Florida Statutes Chapter 83. The unit owner shall give the tenant to the association.

The owner cannot have you evicted for non-payment of rent. They must give you credit for the payments made to the Association. However, the Association CAN evict a renter for non-compliance and non-payment of rental proceeds to the Association.

If the owner of the unit you are renting becomes delinquent, you may be asked to pay your rent to the Association instead of the owner. The Association will only collect money until the maintenance and fees are paid in full. Once the owner is at a zero balance, the rent money can be paid directly to the Owner again.

Both parties will be notified in writing that all rental proceeds must be paid directly to the Association when the owner becomes delinquent and again once the debt is cleared.

By signing below, you are acknowledging that you have been informed of this legislation and agree to comply if you receive this notice from your Association.

Owner (Signature)

Date

Owner (Print Name)

Lessee (Signature)

Date

Lessee (Print Name)

Valencia Condominium Association

and Regulations Acknowledgement Form

Date:_____

Unit Address : _____

I/We herby agree to abide by all restrictions contained in the By-Laws, Rules and Regulations, Association Documents, Restrictions and Valencia Welcome Letter which are or may be imposed by the Valencia Area Condominium Association, Inc.

Signature Applicant

Date

Signature Co-Applicant

Date

FCRA NOTICE – BACKGROUND INVESTIGATION

You have the right, upon written request made within a reasonable time after the receipt of this notice, to request disclosure of the nature and scope of any investigative consumer report to the Landlord/Property Manager and our background screening provider, National Crime Search, LLC, 3452 E. Joyce Blvd., Fayetteville, AR 72703 (888-527-3282). For information about National Crime Search, LLC's privacy practices, see <u>www.nationalcrimesearch.com</u>.

[End of Document]

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AUTHORIZATION FOR BACKGROUND INVESTIGATION

By signing below you authorize the obtaining of investigative consumer reports by the Landlord/Property Manager at any time after receipt of this authorization. To this end, you authorize any law enforcement agency, administrator, state or federal agency, institution, school or university (public or private), information service bureau, employer, or insurance company to furnish any and all background information requested about you by National Crime Search, LLC and/or the Landlord/Property Manager.

You understand that the scope of your authorization is not limited to the present and, if you are accepted, will continue throughout the course of your residency and allow the Landlord/Property Manager to conduct future screenings for retention, as permitted by law and unless revoked by you in writing*.

Print Full Legal Name:	
Other or Former	
Names (please print):	
Date of Birth**:	
Social Security	
Number:	
Address:	
City:	
County:	
State:	
Zip Code:	
Driver's License	
number:	
State License issued:	
Name on License (if	
different than legal	
name:	
Email Address:	
Phone Number:	
Signature:	
Date:	

*To perform a GA Statewide search, the GCIC requires the applicant to have signed the authorization form. The signed form is valid until the end of residency.

**This information will be used for background screening purposes only and no other purpose.

AUTHORIZATION FOR BACKGROUND INVESTIGATION

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You understand that the scope of your authorization is not limited to the present and, if you are accepted, will continue throughout the course of your residency and allow the Landlord/Property Manager to conduct future screenings for retention, as permitted by law and unless revoked by you in writing*.

Print Full Legal Name:	
Other or Former	
Names (please print):	
Date of Birth**:	
Social Security	
Number:	
Address:	
City:	
County:	
State:	
Zip Code:	
Driver's License	
number:	
State License issued:	
Name on License (if	
different than legal	
name:	
Email Address:	
Phone Number:	
Signature:	
Date:	

*To perform a GA Statewide search, the GCIC requires the applicant to have signed the authorization form. The signed form is valid until the end of residency.

**This information will be used for background screening purposes only and no other purpose.

STATE LAW NOTICES AND DISCLOSURES – BACKGROUND INVESTIGATION

The following disclosures are being provided pursuant to state law.

MINNESOTA and OKLAHOMA: If you are a resident of Minnesota or Oklahoma, or applying for employment in one of these states, please check the box if you would like to receive a copy of your consumer report, free of charge, if one is obtained by the Landlord/Property Manager.

Check box to receive report \Box

MINNESOTA: If you are a Minnesota resident or applying for employment at a location within Minnesota, you have the right to submit a written request to National Crime Search, LLC | 3452 E Joyce Blvd, Fayetteville, AR 72703 | (888-527-3282) for a complete and accurate disclosure of the nature and scope of any consumer report the Landlord/Property Manager ordered about you. The consumer reporting agency must provide you with this disclosure within five days after its receipt of your request or the report was requested by the Landlord/Property Manager, whichever date is later.

NEW JERSEY: If you are a New Jersey resident or applying for employment at a location within New Jersey, you acknowledge receipt of the New Jersey Fair Credit Reporting Act provisions.

NEW YORK: If you are a New York resident or applying for employment at a location within New York, you have the right to inspect and receive a copy of any investigative consumer report requested by the Landlord/Property Manager by contacting National Crime Search, LLC | 3452 E Joyce Blvd, Fayetteville, AR 72703 Phone: (888-527-3282).

NEW YORK: If you are a New York resident or applying for employment at a location within New York, you acknowledge receipt of a copy of <u>Article 23-A</u> of the New York Correction Law.

RHODE ISLAND: If you are a resident of Rhode Island or applying for employment at a location within Rhode Island, the Landlord/Property Manager may request a credit report from a consumer reporting agency in connection with your application for employment.

VERMONT: If you are a Vermont resident or applying for employment at a location within Vermont, you acknowledge receipt of the NOTICE – BACKGROUND INVESTIGATION AND USE OF CREDIT INFORMATION.¹

WASHINGTON STATE: If you are a Washington resident or applying for employment at a location within Washington State, you have the right to request from National Crime Search, LLC | 3452 E Joyce Blvd, Fayetteville, AR 72703 | (888-527-3282) a written summary of your rights and remedies under the Washington Fair Credit Reporting Act.

¹ Pursuant to Vermont law, employers requesting a credit report must provide job applicants/employees with a notice identifying the specific basis under 21 V.S.A. § 495i for use of the report.

Para información en español, visite <u>www.consumerfinance.gov/learnmore</u> o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under FCRA. For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

- You must be told if information in your file has been used against you. Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment or to take another adverse action against you must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- You have the right to know what is in your file. You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See <u>www.consumerfinance.gov/learnmore</u> for additional information.

- You have the right to ask for a credit score. Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- You have the right to dispute incomplete or inaccurate information. If you identify information in your file that is incomplete or inaccurate, and report it to the consumer

reporting agency, the agency must investigate unless your dispute is frivolous. See <u>www.consumerfinance.gov/learnmore</u> for an explanation of dispute procedures.

- Consumer reporting agencies must correct or delete inaccurate, incomplete, or **unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- Access to your file is limited. A consumer reporting agency may provide information about you only to people with a valid need usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- You must give your consent for reports to be provided to employers. A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- You may limit "prescreened" offers of credit and insurance you get based on information in your credit report. Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address form the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- The following FCRA right applies with respect to nationwide consumer reporting agencies:

CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

You have a right to place a "security freeze" on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is

placed on a consumer's credit file. Upon seeing a fraud alert display on a consumer's credit file, a business is required to take steps to verify the consumer's identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- You may seek damages from violators. If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- Identity theft victims and active duty military personnel have additional rights. For more information, visit <u>www.consumerfinance.gov/learnmore</u>.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliatesb. Such affiliates that are not banks, savings associations, or	 a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552 b. Federal Trade Commission Consumer Response Center
credit unions also should list, in addition to the CFPB:	600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above:a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks	 a. Office of the Comptroller of the Currency Customer Assistance Group P.O. Box 53570 Houston, TX 77052 b. Federal Reserve Consumer Help Center
 b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act. c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations d. Federal Credit Unions 	 P.O. Box 1200 Minneapolis, MN 55480 c. Division of Depositor and Consumer Protection National Center for Consumer and Depositor Assistance Federal Deposit Insurance Corporation 1100 Walnut Street, Box #11 Kansas City, MO 64106 d. National Credit Union Administration Office of Consumer Financial Protection 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Assistant General Counsel for Office of Aviation Protection Department of Transportation 1200 New Jersey Avenue, SE Washington, DC 20590
4. Creditors Subject to the Surface Transportation Board	Office of Public Assistance, Governmental Affairs, and Compliance Surface Transportation Board 395 E Street, SW Washington, DC 20423
5. Creditors Subject to the Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Administrator, Office of Capital Access United States Small Business Administration 409 Third Street, SW, Suite 8200 Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street, NE Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, NW Washington, DC 20580 (877) 382-4357

Valencia Area Condominium Association

Welcome to Valencia Area Condominium Association. We hope you enjoy living here as much as we do. To make your move to our area as easy as possible, we have put this quick reference guide together for you.

Board Meetings

Valencia area has nine walks. Each walk has its own budget and walk Directors. They report to the Executive Board at the monthly meetings. Our Board meetings take place on the second Thursday of the month from September through May at 9:30. We meet in the Monaco Clubhouse. We are also using a remote platform for youto join if you are not on property. Agendas for the meetings are posted at least 48 hours in advance on both the association website and by the mailboxes. All owners have the right to speak for three minutes on any agendai tem at the meeting.

Annual Owners Meeting

This meeting takes place in December usually on a weekend so that many of the owners can participate. It is held by the mailbox area. Owners have a forum to discuss the upcoming year, any concerns or questions they may have, or what they feel the Walk Director should be focusing on at the meetings. The date and time are sent outvia mail and will be posted on both the web and in the mailbox area.

Budgets

Budgets are walk specific. So don't worry if your friend on another walk is not paying the exact amount you are. We all started from slightly different funding points but we all cover the same items. The Board begins work on the budget in August. You will be sent a fully funded and partially funded version of the budget for you to vote on. Afteryou vote on your preference, the Board votes as a whole in the November meeting to adopt the following years budget. Coupons are then printed and sent out to all of the owners for payment.

Walk Directors

Your Walk Directors are your point of contact for any condo related issues you may have. The exception is an issue related to your maintenance account. The issues which Valencia is responsible for are roofing, walkway, landscaping, trimming, irrigation, plumbing from the outer wall to the main and parking. Please do not call our vendors and initiate any repairs on your own. This will create issues in paying the vendors for their work. If you have a landscaping issue please discuss it with your Walk Director not the landscaping crew.

You are responsible for anything inside your unit from the studs in as well as doors, windows, A/C electrical and plumbing.

Architectural Modifications to Unit or Surrounding Landscaping

If you as an owner wish to modify your unit you must complete and submit an Architectural Modification Form prior to the work starting. You can download this form or complete it on the management website. All vendor licenses and insurance must be submitted with the form. Your Director will approve the completed application after they receive it from the management company. Only then can you begin the work.

Landscaping changes must also be approved. Please remember this is a condo and you do not own anything outside of the inner walls of your unit. Any landscaping you may wish to add to enhance the appearance of the unit is considered a gift or donation to the association. You must compete an application and follow the guidelines on approved types of plantings. All planting must be put completely in the ground. No planters are permitted. Once the plantings are in place the associations landscapers will be maintaining them.

<u>Trash</u>

Garbage should be placed in your walks' receptacles. NO construction garbage is permitted in walk dumpsters. Bulk pickup should only be placed by the dumpster on Monday evening for our Tuesday morning pickup. Placing the items there is so very unsightly for everyone living here.

Outdoor Light

It is the unit owners responsibility to leave the switch for the outside light next to the front door on at all times. The lights are on a sensor and go on at dusk and off at dawn.

<u>Water</u>

You are responsible for your water bill so please open an account to PBCWD as soon as possible. We strongly suggest that when you are out of town you shut the water off to your unit. The main shutoff valve is located in the chase-way between the units. This will prevent any flooding issue which may occur when you are not home.

Contact Information

- Triton Property Management
 - o **561-250-6565**
 - <u>Residentservices@tritoncam.com</u>
- Vesta:

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- o **499-3335**
- PBC Sheriff District 4 non-emergency
 - o **561 688-3400**
- Comcast
 - 800-934-6489
- PBC Water
 - o **561 278-5135**
- Florida Power & Light
 - o **800-226-3545**
 - o <u>www.fpl.com</u>
- Walk Directors- see attached list

Please do not hesitate to reach out to your Director with any questions or concerns you may have. We are here to help you.

Thanks! Your Director's

Valencia Area Condominium Association Annual ESA Animal Registration

* For informational purposes only

<u>Please note that this is a no-pet community.</u> The promulgation of these regulations is necessary to ensure that residents have an amicable and peaceful place to live.

- 1. Definitions:
 - 1. An **assistance animal** is an animal that provides assistance or perform tasks for the benefit of a person with a disability. Such animals are often referred to as "service animals," "assistance animals," "companion animals," or "emotional support animals". The use of assistance animals in housing is governed by federal and state fair housing laws.
 - 2. A **service animal** means any animal that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual or other mental disability.
 - 3. An **emotional support animal** (or **companion animal)** is an animal which provides therapeutic benefit, such as alleviating or mitigating some symptoms of the disability, to an individual with a mental or psychiatric disability. Emotional support animals are typically dogs and cats, but may include other animals.
 - 4. Emotional support animals are not service animals under the ADA.
 - 5. For purposes herein, emotional support animals and service animals shall be referred to as **Assistance Animals**.

***ONLY (2) two ESA/Service Animals per person, a registration form <u>MUST</u> be completed for each animal and the applicant <u>MUST</u> provide documentation stating the need for each animal**

- 2. All Assistance Animals must be registered as such and all applications must include documentation which validates their status as an Assistance Animal. All Assistance Animals must be contained within the Unit all times or on a controlled leash no longer than six (6) feet (unless the Assistance Animal is a service animal and cannot be on a leash in order to perform the work or task for the benefit of the individual with a disability). Owners must have reasonable control over their Assistance Animals at all times. If the animal passes away a new application with corresponding paperwork must be submitted for any new Assistance Animal to be accepted.
- 3. No person shall tether, fasten, chain, tie or restrain any animal to anything outside of their unit or in the common elements. No person shall leave any animal unattended outside of their unit, on any porch or on any patio. All solid waste or droppings from the Assistance Animal must be placed in a sealed plastic bag and disposed of by the animals' owner. The Owner of the Assistance Animal shall not permit the animal to urinate on walkways, or on common area plantings or decorative plantings.
- 4. All Assistance Animals must be registered with Management. All Assistance Animals must be keep up to date records on rabies vaccinations and all other vaccinations, as required by law. A current color picture of the Assistance Animal, proof of vaccination and registration must be provided to the Association on an annual basis.

5. Owners are responsible for any damage caused to the Common Elements or Association Property caused by their Assistance Animals. Owners shall be responsible

for the activities of its Assistance Animal and liable for any damaged caused by said Assistance Animal.

- 6. No Assistance Animal shall be allowed to become a nuisance or create any unreasonable disturbance. Should a request for a reasonable accommodation to the Association's pet restrictions be granted, the Association reserves the right, pursuant to Florida law, to withdraw said approval at any time should the Assistance Animal become a nuisance to others, which includes, but it not limited to: barking, biting, aggressive behavior, attacking, the Owner's failure to properly dispose of excrement or waste, failure to comply with all state and local ordinances and statutes, failure to maintain the dog on a leash at all times when outside the unit (unless the accommodation requires the animal to be off the leash), insect/extermination problems, sanitation/odor problems, and/or violation of conditions of approval.
- 7. Assistance Animals shall not be kept, bred or used for any commercial purpose.
- 8. Neither the Board nor Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing, and any occupant of a Unit committing such a violation shall fully indemnify and hold harmless the Board, each Unit Owner and Association.
- 9. Any violation of the provisions of these regulations shall entitle the Association to exercise all of its rights and remedies, including, but not limited to, the right to fine Unit Owners and/or to require any Assistance Animals to be permanently removed from the Condominium Property, subject to applicable law.
- 10. The Association shall be entitled to collect from the Unit Owner, resident and/or tenant, any and all attorney's fees and costs incurred as a result of enforcing the foregoing regulations.

Animal Name	Animal Age		
Physical Description (for identification purpose			
Rabies Vaccine History			
Unit Owner Name			
Address			
Signature	Date		
Board Signature	Date		
Please attach a color photo of the applicant animal, ESA documentation and proof of inoculation.			

CERTIFICATE OF APPROVAL FOR LEASE

Valencia Area Condominium Association

This is to certify that

has been

APPROVED/DENIED

(Please circle one) NOTE: Only the person(s) named are/is approved for residency.

Lease Dates:_____-

At the above referenced Association, a Florida Not for Profit Corporation, as the new lessee(s) of the following described real property at the address listed below which is in accordance with the provisions of the Association Declaration, Articles of Incorporation and By-Laws of the following address:

Such approval/denial has been given pursuant to the Association Declaration, Articles of Incorporation and By-Laws provisions and all Exhibits attached to the Declaration of Documents and any Amendments thereto, if any as recorded in Official Records Book of the County for the Association.

Walk Director Signature:	Date:	
Walk Director Name:		
Executive Director Signature:	Date:	
Executive Director Name:		

On behalf of the Association Board of Directors