

## PLAZA DEL PRADO

## CONDOMINIUM

## RE-SALE APPLICATION PACKAGE 2024 / 25

#### **INSTRUCTIONS:**

\* You may download and print the form to manually complete and submit via email or drop it off to the Management office on the 6th floor of the condominium.

#### OR

\* Complete the form electronically. Fillable fields are highlighted throughout the document and by typing some of the basic information on the following page, all corresponding fields in the document will be automatically filled so that you don't have to repeat type. Once completed, save / print and then submit it via email or drop it off the printed set to the Management office. All payments must be delivered in person, via checks, made out to "PLAZA DEL PRADO CONDOMINIUM". Electronic Signature fields in this document is designed for Adobe issued digital signatures. You can print for ink signatures or use external services like DocuSign, or any other legally approved providers. Take guidance from your Realtor / Broker.

email: admin@plazadelprado.net | Cc. management@plazadelprado.net

IMPORTANT NOTE: NEW OWNERS MAY NOT LEASE THEIR UNIT BEFORE THE INITIAL ONE YEAR OF OWNERSHIP. LEASING OPTION AFTER ONE YEAR IS SUBJECT TO THE BY-LAWS AND RULES AND REGULATIONS REGARDING LEASING.

# TRANSACTION TEAM CONTACT INFORMATION RESALE APPLICATION

BUYER/APPLICAN	Γ OWNER/SELLER
Applicant Name	Seller's Name
Applicant's email	Seller's email
Mobile No.	Seller's Mobile No.
Applicant's Realtor	Seller's Realtor
Realtor's email	Realtor's email
Realtor's Mobile No.	Realtor's Mobile No.





## UNIT No.

Example 801-N4, 1201-N2, PH2-N2

Type to complete information on this page, then proceed to complete rest of the document by typing in the highlighted fields. do not overwrite in the spaces that have auto filled already.

DAY MONTH YEAR this of , 20

OWNER'S FULL NAME

## **UNIT**

FIRST NAME MIDDLE LAST NAME

MAIN APPLICANT'S NAME

FIRST NAME MIDDLE LAST NAME

CO - APPLICANT'S NAME

Date of Sale Contract Execution

**Current Closing Date:** 



#### CHECK LIST

<u>Please complete the application based on the following checklist. To process the application for approval, we must receive all documents requested and forms duly executed.</u>

## UNIT

- 1. APPLICATION TO PURCHASE & CONSTRUCTION NOTICE ACKNOWLEDGEMENT
- \$. APPLICATION FEE \$150.00 PER APPLICANT
- 3. FULLY EXECUTED SALE CONTRACT
- 4. CONSENT TO OPT-IN FOR ELECTRONIC MAILING AND VOTING
- 5. BACKGROUND SCREENING AUTHORIZATION PER APPLICANT
- 6. COPY OF DRIVERS LICENSE OR PASSPORT
- 7. DIGITAL HEADSHOT PHOTOS OF ALL OCCUPANTS, INCLUDING PICTURE OF PETS
- \$. VEHICLE REGISTRATION & TRANSPONDER \$75.00 /Vehicle
- \$. PET REGISTRATION & INITIAL FEE (\$100/Pet) \* Subsequently \$50/pet/year renewal fee
- 10. HOLD HARMLESS AGREEMENT
- 11. GYM WAIVER
- 12. RULES & REGULATION ACKNOWLEDGEMENT RECEIPT
- 13. SPECIAL ASSESMENT ASSUMPTION AGREEMENT



#### **IMPORTANT NOTICE**

Dear Applicant(s), we are glad that you are considering residence at Plaza Del Prado, and we look forward to your joining our community. This Notice is included with your application primarily to inform you that the condominium is currently undergoing several projects related to the 40-year recertification, which includes the exterior restoration and painting. You must read and understand what this project entails.

Scope of Work [Exterior Maintenance]

- Stucco repairs Building envelope.
- Concrete repairs to Balcony slab edges and corners, including railing posts.
- Concrete Repairs to other areas as needed.
- Stripping old weatherproofing and installing new

The exterior maintenance project started August 2024 and is projected to complete by Q3 2026. However, individual unit lines will see completion progressively.

**Construction Start Date:** Aug 27, 2024

 Construction Time Per Unit Line: It is estimated that each unit line will take approximately 5 to 6 months for completion. Completion means, repairs, weatherproofing and final painting. The schedule may have to be adjusted for delays due to weather conditions or other unforeseen situations.

#### **Construction Conditions & Impact**

- o **Balcony Access:** When swing stages are rigged over unit lines, residents can view cabling and staging equipment out their windows and balcony. Residents must shut close and lock all windows to mitigate noise from the construction and prevent dust or debris from getting inside the unit. Sliding Glass Door(s) to the balcony must also be closed and locked, Access to your balcony will closed for construction and for the duration of approximately 5 to 6 months. The contractors will apply a safety film to the exterior glass surface for protection. Window blinds and shades should be used for privacy.
- Noise and Dust: Construction activity includes jackhammering which will cause continuous or intermittent noise throughout the building at different levels.
- Hours of Construction: Construction work will be allowed between 8 AM and 5:30 PM, Monday to Friday.
   The Association may allow limited work on Saturdays. Exception to the rule Securing the site during weather related or other emergencies.
- Pool Decks & Temp Closure: Repairs on and around the pool decks will be scheduled in a manner that has
  at least one of the two pools will be open for use. The schedule and the duration of closures will be advised
  in due time.

l,	acknowledge having read and understood the above disclaimer regarding
Plaza Del Prado Condominiur	n Association, Inc.'s Interior / ExteriorProjects.
Signature	 Date

## PLAZA DEL PRADO CONDOMINIUM ASSOCIATION INC.

#### OCCUPANT/RESIDENT CONTACT INFORMATION SHEET

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

APPLICANT			
Full Name:			Date of Birth:
Telephone: CELL _		01	HER
E-Mail Address:			_
CO-APPLICANT	N/A		
Full Name:			Date of Birth:
Telephone: CELL		OTHER	
E-Mail Address:			
3RD OCCUPANT	N/A		
Full Name:			Date of Birth:
Telephone: CELL		OTHER	
E-Mail Address:			
4TH OCCUPANT	N/A		
Full Name:			Date of Birth:
Telephone: CELL		OTHER	
F-Mail Addrage:			

		Vehicle Registration	on Form	
Unit Resident's	Name:			
		ilding:		
(	Owner:	Resident:	Renter:	
Vehicle 1 -	Make		Model: _	
(SELF PARKING)	Year:	C	olor:	
	Type:	Tag #	State:	
Space A	Assignment / D	ecal #	Barcode # _	
Expirati	ion Date:	********	******	*******
				Color:
ALL VEHICLES SHOULD BE REGISTERED AND HAVE A PARKING DECAL ON THEM TO AVOID ANY INCONVIENCES. PLEASE CONTACT THE MANAGEMENT OFFICE.  COMMERCIAL VEHICLES ARE NOT CONSIDERED PERSONAL VECHICLES AND CANNOT AT ANY TIME BE REGISTERED FOR A DESIGNATED PARKING SPACE.  Parking Rules & Regulations  1. You may only park in your designated parking space that was assigned to you at the closing 2. You may self park only one vehicle. If you have a 2 <sup>nd</sup> Vehicle, it must be parked in guest parking. 3. Parking in a space other than yours will result in a fine being assigned against you and/or towing of the vehicle at your own expense. 4. Visitor and guest parking in your assigned space must register at the management office. 5. It is the Residents sole responsibility to notify Management of any vehicle changes and maintain your records updated. 6. Need to provide a copy of your vehicle regulation, Insurance and Driver License. 7. If decal is loss there is a \$15.00 Fee 1. NO REVERSE PARKING PERMITTED  DISCLAIMER  Please remember that self-parking is at your own risk and the association, its directors, officers, or employees, do not bear any responsibility of the security for your vehicles or its contents.  Acknowledgment of Receipt  The undersigned RESIDENT hereby acknowledges that he/she has received a copy of the Parking Rules and Regulation for Plaza Del Prado and agrees to abide the.				
Phone Numb			RESIDENT Signat	iure *********
Approved by Mana	agement Office s	taff member:		Date:
Activated by:		Date:		

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#### Plaza Del Prado Condominium Association, Inc.

#### Release, Indemnity and Hold Harmless Agreement

<u>P</u>		This Release, Indemnity and Hold Harmless Agreement ("Release") is executed this day of, 20 ,				
4	<u>by []</u>	and				
		the owner(s) and/or resident(s) of Unit #	at			

Plaza Del Prado Condominium 18071 Biscayne Blvd, Aventura, Florida 33139.

In consideration for being permitted the accommodation and benefit of living or having property received, including but not limited to packages, deliveries, parcels, mail (certified/registered excluded), dry cleaning or any other items whatsoever (the "property") with the Association's receiving clerk, front desk manager or employees, or any other agent, employee, or contractor of the Association, or any other personnel (collectively referred to as the "Personnel") for pick-up, delivery or for any reason whatsoever on the undersigned's behalf, the undersigned Owners/Residents hereby release, indemnify and hold harmless the Association, its directors and officers, and the personnel, from and against all claims, damages, losses and expenses, including attorneys' fees at both the trial and appellate level, arising out of any claims for loss, theft or damage to the property and agree not to assert any claims against the foregoing parties for services performed hereunder. This release and the indemnification obligation set forth herein shall extend to all claims for damages, losses and expenses of any nature whatsoever attributable to loss, theft, damage and or destruction of the property whether caused in whole or in part by any negligent act or omission of the personnel. The Association shall have the right to limit or condition performance of the above-referenced services as the Board of Directors may reasonably determine from time to time in the exercise of its sole discretion, including but not limited to, the right to eliminate any of the above –referenced services.

The undersigned hereby acknowledge that the personnel are authorized to accept, receive and or deliver property at the undersigned's sole risk. The undersigned further acknowledges that the Association is not willing to provide the above referenced services to the undersigned Owners/Residents without the benefit of this Release and agree that the services by the Association pursuant hereto are performed as a courtesy and an accommodation to the Owners/Residents and are not part of the responsibilities or duties of the Association. Accordingly, the undersigned agree that the association and the personnel shall have no responsibility or liability for any claims, damages, losses or expenses arising directly or indirectly from the performance of any of the above services on behalf of the undersigned.

The partial or complete invalidity of any one or more of the provisions of this Release shall not affect the validity or continuing force and effect of any other provision.

The undersigned acknowledge and agree that all provisions of this Release shall be binding on the undersigned as well as the undersigned's as well as the undersigned's heirs, agents, employees, contractor's, legal representatives and assigns

The undersigned has read this release, understands all the terms and executes it voluntarily and with full knowledge of its significance.

above.		
Witness:		Owner(s)/Resident(s):
Signature	OWNER SIGNATURE	
Print Name		Print Name
	OWNER SIGNATURE	Signature
		Print Name

IN WITNESS WHEREOF, the undersigned have executed this Release the day and year set forth

#### PLAZA DEL PRADO CONDOMINIUM ASSOCIATION

#### 18071 BISCAYNE BLVD AVENTURA, FLORIDA 33160

#### WAIVER, RELEASE OF LIABILITY AND COVENANT-NOT-TO-SUE

I UNDERSTAND AND AGREE THAT the Plaza Del Prado Condominium Association is not responsible to any person for any injury (or loss of property) while that person is practicing, training, Working out, taking class, competing, participating in open gym, or in any other way involved in any activities at Gym(s) for any reason whatsoever, including ordinary negligence on the part of the Condominium Association, its owners, board of directors, officers, agents, employees, or trainers (collectively referred to as the "The Association" hereafter). I understand and agree that the Gym(s) are available to me, and other residents, guests and affiliates, and that, it is an unsupervised facility. I use this facility at my own risk. I agree that I am prohibited from allowing anyone who is not a registered guest or affiliate of mine to use the Gym(s), and I will not lend, share or transfer my FOB (Access Key) to anyone. If I breach this agreement, the Association will charge me a violation of Condominium Rules & Regulations. I understand and agree that the

Association may use all available means to enforce this policy, including electronic surveillance.

I have consulted my physician within the last 12 months, before starting to use the Gym facilities, and I agree to maintain regular consultations with a physician. I understand and agree that the Association bears no responsibility whatsoever for my physical health.

In consideration of my access to the Gym Facilities, I hereby agree not to sue, and release the Association from any and all past, present, or future claims resulting from accidents, acts of God, errors, omissions, or ordinary negligence on the part of the Association for property damage, personal injury, or wrongful death arising out of my engaging in, or receiving instruction in, weight-lifting, weight-training, exercise routines, or any other activities related to the use of the Association facilities, or training by any person, regardless of whether that person is or is not working on behalf of the Association, regardless of wherever, whenever, or however such a claim may arise. I voluntarily waive any and all claims under this agreement that may be made by me, my family, estate, heirs, or assigns.

Further, I am aware that weight lifting/training is a vigorous sporting activity involving height and rotation in a unique environment, and as such it poses an abnormal risk of injury. I understand that weight lifting/training, and related activities, always involve certain risks, including but not limited to, death, serious neck and spinal injuries, complete or partial paralysis, brain damage, and serious injury to any and all bones, joints, muscles, and internal organs. I understand and agree that both the mats or other safety equipment and apparatus provided for my protection, and the active participation of a trainer or coach who will spot or assist in the performance of certain skills, may still be inadequate to prevent certain injury. The risk of harm may be limited by the proper use of all of the safety equipment and trained coaches, but never eliminated. I agree to properly use all safety equipment while using the Association facilities.

I also understand that participation in weight lifting-training, including moving from machine to machine, conditioning, stretching and other activities, may leave me vulnerable to the reckless

actions of other participants who may not have complete control over their actions or who may not be aware of others around them. I am voluntarily participating in this activity with knowledge of the risks involved and hereby agree to accept any and all inherent risks of property damage, personal injury, or death.

I understand and agree that this waiver, and covenant-not-to-sue, are intended to be as broad and as inclusive as permitted by the laws of the State of Florida and I agree that if any portion is held invalid, the remainder of the waiver, and covenant-not-to-sue will continue in full legal force and effect. I further agree that the jurisdiction and venue for any legal proceedings arising out of this agreement will be within the State of Florida, County of Miami - Dade.

I affirm that I am of legal age and am freely signing this agreement. This is the entire waiver and release, and there are no other oral or implied agreements that in any manner super cede this waiver and release. I have read this agreement and fully understand that by signing this form, I am giving up legal rights and/or remedies which may be available to me for the ordinary negligence of the Association.

#### User Agreement

- 1. This agreement represents the complete understanding between the Resident or user and the Condominium Association, Inc. No representations, written or oral, other than those contained within this agreement are authorized by or binding upon PlazaDelPrad o Condominium Association, Inc.
- 2. The terms of this agreement is as agreed upon signing.
- 3. Residents may bring Guests or trainers only in accordance with the Condominium Association rules and regulations. Members shall be responsible for the conduct of their guests including damages, violations and fines.
- 4. Management of the Association may suspend or cancel the rights, privileges, of any Resident, Owner or Guests, whose actions are detrimental to the enjoyment of the Gym facilities by other Residents.
- 5. The Association or management may, from time to time, change the rules and regulations governing the operations of the Gym(s). Notice of these changes will be made available to residents through normal means of communication.
- 6. The resident acknowledges and accepts the risks inherent in the use of Gym Services and facilities. By use of the Association's gym facilities and services, the resident / guest hereby voluntarily assumes the risks of injury, accident, death, loss, cost, or damage to his or her person or property which might arise from the use of the gym services or facilities. The Resident or Guest, his or her heirs, executors, representatives, or assigns, hereby releases the Association from all claims or liabilities for personal injury or property damage of any kind sustained by the resident or the guest while on the premises of the Condominium except for injuries or damage directly caused by the willful misconduct of the officers, employees, or agents of the Association. Resident / Guest further certifies that he or she is in good physical health and able to



undertake and engage in the physical exercise or sports activities in which he or she chooses to participate.

7. The purpose of this agreement is to insure that the Resident / Guest understand the duties and responsibilities of the Association and facilities usage. This is a legally binding agreement and if it is not understood by the resident / guest, he or she should consult an attorney of his or her choice.

#### General Rules of Plaza Del Prado facilities

#### Gym

- 1. Wear proper gym attire. (Athletic shoes, T-shirt, shorts, or sweat pants. NO: Jeans, sandals, open toe shoes or boots)
- 2. You must check in every time you come into the gym.
- 3. NO MUDDY SHOES in the gym.
- 4. Re-rack all weights in their appropriate place.
- 5. Replace benches back to their appropriate area.
- 6. Must have towel at all time in the gym.
- 7. Wipe down equipment with sanitizer after each use.
- 8. Wipe down cardio machines after use.
- 9. Do not put hands on mirrors.
- 10. Please be considerate to other members and do not exceed more than 30 minutes on the cardio machines.
- 11. Guests of yours must sign guest waiver before entering the gym.

#### Shower / Locker Rooms

- 1. Do not leave any bath or personal items in locker room. The Association and staff is not responsible for any lost personal items.
- 2. Please flush toilets after each use.
- 3. Please do not leave paper disposables on the floor.
- 4. REMEMBER: The Association is not responsible for lost or missing items.

By my signature I/We indicate that I/We have read and understand this Waiver of Liability. I am aware that this is a waiver and a release of liability and I voluntarily agree to its terms.

Participant's Name (Please Print):		
Particinant's Signature:	Date:	



#### TO BE COMPLETED AND SIGNED BY PARENT OR LEGAL GUARDIAN IF PARTICIPANT IS A MINOR

I represent that I am the parent or court appointed legal guardian of the above individual and hereby consent to the individual using the Gym Facility In consideration for The Association allowing the above individual to use the Facility, I agree, personally and on behalf of the individual, to be bound by the terms and conditions of this Release. I further agree to indemnify, hold harmless and defend The Association and all other Released Parties from and against any loss, damage, liability and expense, including costs and attorneys' fees, incurred by The Association or the other Released Parties caused by the above individual using the Facility or participating in any other activity involving The Gym, even if I misrepresent and/or fraudulently claim myself to be the parent or court appointed legal guardian of the above individual. I attest that as the parent or court appointed legal guardian of the above individual and they voluntarily choose to participate.

Date Printed name of Parent or Court-Appointed Legal Guardian Signature of Parent or Court-Appointed Legal Guardian Relation to Participant Home Telephone Number Secondary Telephone Number

THIS RELEASE IS A BINDING LEGAL CONTRACT, PLEASE READ IT CAREFULLY BEFORE SIGNING. \*PLEASE PRINT ALL OF THE REQUIRED INFORMATION LEGIBLY

PLAZA DEL PRADO CONDOMINIUM ASSOCIATION, INC / AGENT OR MANAGEMENT

Check here if NOT APPLICABLE



## **RULES AND REGULATIONS RECEIPT FORM**

click here to view/download Rules & Regs of the condominium

<u>Applicant</u>	
I	am a prospective lessee of Unit # at
Plaza Del Prado Condominiu	m. I acknowledge having read, understood and received a
. ,	tions of Plaza Del Prado Condominium
Association, Inc. and agree to	abide by it.
Signature:	Date:
Co-Applicant	
1	am a prospective lessee of Unit #
at Plaza Del Prado Condomin	nium. I acknowledge having received a copy of the Rules and
Regulations of the Condomin	ium Association, Inc.
Signature:	Date:



18071 Biscayne Blvd. Aventura, FL 33160 Ph: {305} 931-5643 or Fax: {305} 931-9685



## PACKAGE RECEIPT AUTHORIZATION FORM

Please return this form to:

Management Office Attn: Property Manager

Email: management@plazadelprado.net

TO:	PLAZA DEL PRADO CONDOMINIUM	
FROM: UNIT OWNER/RESIDENT:		-
UNIT#:		
CONDOMINIUM hereby authorizes to the "Association") to accept, received	of Unit listed above (the "Unit") of PLAZA the personnel employed by PLAZA DEL Fe and sign for any parcels, deliveries, or me for the condition or substance of any suc	PRADO CONDOMINIUM ail addressed to the Unit,
Association, its employees and ager limitation, liability arising from the m employees or agents in such regard.		horization, including, without gence of the Association, its
EXECUTED THIS	Day Of 20	1
By Applicant Signature  (On behalf of all residents of above	Co-Applicant Sove unit)	ignature
Print Name(s):		

## NOT APPLICABLE - Don't Have any Pets or SA / ESA

## **PET REGISTRATION FORM**

Resident Name:	Unit #:	
1st Pet Information:		
Pet Name:		
Type of Pet: Weight: _		Please attach photo of Pet here
Age: Breed:		
Color:		
Vaccines Certificates:		
2nd Pet Information:		
Pet Name:		-
Type of Pet: Weight:		Please attach photo of Pet here
Age: Breed:		
Color:		
Vaccines Certificates:		
I have read and understood the Rules and agree to abide by them.	and Regulations	of the condominium, regarding pets
Pet Owner's Name & Signature:		
		Date:



## PLAZA DEL PRADO CONDOMINIUM ASSOCIATION, INC. UNIT OWNER WRITTEN CONSENT FORM

## Written Consent Regarding Online Voting I, \_\_\_\_\_\_ [OWNER OF] or [DESIGNATED VOTER FOR] Unit No. , at the Plaza Del Prado Condominium, by my signature below, hereby provide to Plaza Del Prado Condominium Association, Inc., my written consent to PARTICIPATE IN Online Voting. Date Signature NOTE: The Unit Owner or designated voter of the Unit must sign and return this form to the Association at least twenty (20) days prior to a scheduled Membership meeting at which a vote of the Unit Owners will be taken to be valid for such meeting. Written consents received after such time shall be valid for the next meeting of the Unit Owners at which a vote of the Unit Owners will be taken. Written consent to participate in online voting will be valid until written consent to opt-out of online voting is received by the Association. Written Consent to Official Notice by Electronic Transmission I, [OWNER OF] or [DESIGNATED VOTER FOR] Unit No. \_\_\_\_\_\_, Tower Building at the Plaza Del Prado Condominium, by my providing my e-mail address below, hereby provide

E-Mail Address: \_\_\_\_\_\_

Mobile No. \_\_\_\_\_

to Plaza Del Prado Condominium Association, Inc., my written consent to receive official

notices of Board and Membership meetings, and any other notices required to be

provided to me by Florida Statutes and/or the Governing Documents of the Association.

by electronic transmission.

## **VOTING CERTIFICATE**

To the Secret Plaza Del Pl	Prado Condominium Association, Inc.	
of Unit No Voting Men such owners Association	o have designated mber) as their representative to cast all rs may be entitled to cast or express at	ed, constituting all of the record owners  (Name of votes and to express all approvals that all meetings of the membership of the y the Declaration of Condominium and
The f	following examples illustrate the prope	er use of this Certificate:
(1)	Unit owned by John Doe onl <b>REQUIRED</b> .	y. <b>NO VOTING CERTIFICATE</b>
(2)	Unit owned by John and Jane <b>CERTIFICATE REQUIRED.</b>	Doe, husband and wife. <b>VOTING</b>
(3)	Unit owned by John Doe and his br VOTING CERTIFICATE REQUI	other, Jim Doe (or any other 3 <sup>rd</sup> party). <b>IRED.</b>
(4)	must be filed designating person e	Inc., a corporation. Voting Certificate ntitled to vote, signed by President or ad attested by Secretary or Assistant
	icate is made pursuant to the Declarati e all prior Certificates and be valid unti	ion of Condominium and By-Laws and l revoked by a subsequent Certificate.
DAT	ΓED this day of	, 20
		Owner Representative
	_	Owner Representative
	_	Owner Representative

This form is <u>not a proxy</u> and should not be used as such.

NOTE:

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#### NOT BUYING FOR A MINOR OR UNDER A COMPANY/TRUST

## **GUARANTY**

\*Use when buying unit for a someone who will not be financially responsible directly or if the unit is purchased under an Entity

WHEREAS, based on, among other' things, certain financial considerations. The Association has declined to consent to the transfer of the Unit to Purchaser unless Guarantor guarantees Purchaser 's performances, with respect to the payment of maintenance fees, special assessments, fines, and other financial obligations of the Purchaser as a member of the Association (collectively, the 'Obligations'); and

WHEREAS, Purchaser's acquisition of the Unit provides a direct benefit to Guarantor because of Guarantor's relationship lo the Purchaser, and Guarantor has consented to guarantee: to the Association the Purchaser's full performance and observance of its Obligations.

NOW, THEREFORE, in consideration of the Association's consent to the transfer or the Unit to the Purchaser, Guarantor hereby unconditionally guarantees to the Association the prompt and full performance of the Purchaser's Obligations, as follows:

- I. Guarantor agrees promptly to pay, on the Association's demand, all sum due and payable under the Condominium Documents. As defined below. The Association, including but not limited to maintenance assessments, late fees and any and all other monetary charges, which are not paid by Purchaser when due. In the event Purchaser defaults or fails to pay any sum when due, the Association may require Guarantor's performance without first demanding that the Purchaser perform. Any sums owing may be recovered in a separate legal action. The Association, or any person claiming by, though, or under the Association, shall have the absolute right to seek one or more money judgments in each such cause of action based solely upon this Guaranty.
- II. The obligations of Guarantor hereunder are direct, absolute, and conditional and completely independent of the obligations of the Purchaser. A separate cause of action or separate causes of action may be brought and prosecuted against the Guarantor without necessity of joining the Purchaser or previously proceeding or exhausting any other remedy against the Purchaser or any other person who might have become liable for the indebtedness of the Purchaser by assumption thereof.
- III. The Guarantor hereby specifically waives any and all defenses to any act inn or proceeding brought to enforce this Guaranty or any part of this Guaranty either at law or in equity, except the single defense that the sum claimed has actually been paid to the Association.

- IV. The liability hereunder assumed shall not be affected by the acceptance of any settlement or composition offered by the Purchaser within liquidation, readjustment, receivership, bankruptcy, or otherwise, except only to the extent that such settlement has resulted in actual payment of the sum owed, and then only to that extent.
- V. The Association shall not be required to give notice to the Guarantor of any default, failure, or omission on the part of the Purchaser to meet any payments and Guarantor expressly waives notice on nonpayment or any other defaults.
- VI. This instrument is to be construed as a continuing binding, absolute, and unconditional Guaranty which shall remain in full force and effect as written until terminated by agreement among the Guarantor and the Association.
- VII. If either the Purchaser defaults in the payment of any obligations or Guarantor defaults hereunder and Guarantor resides in the Unit at the time when either or the aforementioned defaults remains uncured, then the Association shall have the right to bring summary proceedings to evict Guarantor from the Unit under the authority of the Florida Condominium Act and in accordance with the process set forth in Florida Statute § 51.011.
- VIII. To the extent permitted by law, the Guarantor shall pay all reasonable attorneys' fees and other costs and expenses incurred by the Association in the event that the Association shall be obliged to resort to the courts or requires the services of an attorney to collect hereunder or has to bring an action to remove Guarantor as an occupant.
- IX. This Guaranty will at all times be subject to the recorded condominium documents governing the Association, which include the Declaration of Condominium, the By Laws, the Articles of Incorporation as well as the rules and regulations of the Association, whether the same be recorded or unrecorded (collectively, the "Condominium Document"- which term includes, but is not limited to, any amendments, modifications, extensions, or renewals). This Guaranty will bind the Guarantor even if he or she is unaware of any amendment(s) to the Condominium Documents, or change(s) to the Association's budget or any increase(s) or levy/ies of any special assessments or fines, and even if Guarantor does not receive notice if any such change(s).
- X. If any part of this Guaranty shall be determined to not be valid under the law of the State of Florida, such part shall be rendered inoperative, but the remainder or this Guaranty shall be enforced.
- XI. 11. Wherever the word "Association" appears, the rights and authority granted the Association shall inure to the benefit of its successors and assigns (whether such statement follows the word Association or not), and the agreement contained herein by the Guarantor shall bind the heirs, successors, and personal representatives of the Guarantor jointly and severally.
- XII. 12. This Guaranty can be change only by written agreement signed by the Association and each Guarantor.

GUARANTOR:	GUARANTOR:
Sign:	Sign:
Print Name:	Print Name:
DL or SS#:	DL or SS#:

1

## PLAZA DEL PRADO CONDOMINIUM ASSOCIATION, INC.

18071 BISCAYNE BLVD | AVENTURA, FL | 33160

	Date:
Signature Verification Card (Please sign in black or blue ink)	
PLAZA DEL PRADO CONDO ASSN	
Unit Number:	_
	vent it is needed for verification purposes in the
future and may help limit fraudulent	authorization request or transactions.
Required Signature	
[Please Print Name Here]	
X [Please Sign in this box]	
[Please Print Name Here]	Date
X [Please Sign in this box]	