



APPLICATION FOR LEASE & PURCHASE

IMPORTANT!! PLEASE READ

Please fill out this application completely and hand deliver or mail to the address below. An incomplete application will not be accepted. Please contact us if you have any questions pertaining to the application and its status, as follows:

Astoria at Central Park Neighborhood
c/o Miami Management, Inc.
Attn: Screening Department
14275 SW 142 Ave.
Miami, FL 33186
Tel: 305-259-1407
Screenings@miamimanagement.com

NO EXCEPTIONS!!!

This application may take up to 20 business days (4 weeks) to process. There is **NO** rush service available. Please take this into consideration when planning a move-in and/or entering into a lease agreement.

Interview is required by the Board

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Please complete all the required forms. Upon receipt of all completed paperwork, your application will be processed. An incomplete application, will not be accepted. **Please allow at least 20 business days (4 weeks)** for the processing of the application. When you submit the application package, the following items must be provided:

APPLICATION FEES & OTHER REQUIREMENTS

MONEY ORDER OR CASHIER'S CHECK ONLY

APPLICATION FEE

(Payable to Astoria at Central Park)

Single person	\$150.00
Married Couple (with Proof of Marriage)	\$150.00
Additional Applicant(s)	\$150.00 ea.

(Any person 18 years and older must apply)

PET FEE

\$250 per pet/animal *(Payable to Astoria at Central Park)*

Non-refundable

PROCESSING FEE

\$150.00 *(Payable to Miami Management, Inc)*

SECURITY DEPOSIT

Equivalent to 1 month's rent

(Payable to Astoria at Central Park)

Money order or cashier's check only on deposit

VEHICLE ENTRY TRANSPONDER FEE

\$35.00

(Payable to Astoria at Central Park)

Only Money Orders are accepted

Check list:

- A copy of **local police report** for each applicant age 18 and older.
- A copy of a **valid picture ID** for each applicant and resident age 18 and older.
- A copy of **each vehicle registration** that will be parked in the community.
- Lease only** - An executed copy of a lease for only a one-year term containing all of the pertinent terms and conditions of such lease. The copy must be legible. (All individuals 18 years and older must be on lease and all minors must be listed as a resident on the lease agreement). A security deposit is required for all rentals on the property equivalent to one month's rent. This deposit is for any damages and/or need of repair to the community, if not taken care of by the tenant and/or owner upon request of the Association.
- Lease only** - Addendum to Lease must be filled out completely.
- Purchase only** - An executed copy of the purchase contract. The copy must be legible.

I acknowledge that I have received and read the Astoria at Central Park Rules and Regulations, prior to applying to the Association and I acknowledge that all residents and guests (including children) of this unit will abide by the regulations.

Initial(s): _____
App. App. App.



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NOTE: Complete all questions and fill in all blanks. If any question is not answered or left blank, this application may be returned, not processed, and/or not approved. Print legibly or type all information. Missing information will cause delays. All information on this application will be verified. **This page must be filled by each applicant 18 years and older.**

Property Address: _____

Applicant Name: _____ Date of Birth: _____

() Single () Married () Separated () Divorced () Widow(er) () Maiden Name: _____

Tel: _____ Cell: _____ Work: _____ Email: _____

Driver's License Number: _____ State: _____

Have you ever been arrested or convicted of a crime: _____ Date(s): _____ County/State convicted in: _____

Charge (s): _____

Emergency contact: _____ Tel: _____

Present Address: _____ Phone: _____

Apt. or Condo Name: _____ Phone: _____

Dates of Residency: From _____ to _____ Name of Landlord/Mortgage: _____

Rent/Mortgage Amount _____

Previous Address: _____ Home Phone: _____

Dates of Residency: From _____ to _____ Monthly Rent/Mortgage Amount _____

Name of Landlord/Mortgage: _____ Phone: _____

Name of employer: _____ Phone: _____ Fax: _____

Address: _____ City: _____ State: _____ Zip _____

Position: _____ Name of supervisor: _____

List any minors that will reside in the unit.

Resident	Relationship	D.O.B	Resident	Relationship	D.O.B
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

I/We hereby waive any privileges I/we may have with respect to the said information in reference to its release to the aforesaid party. Information obtained for this report is to be released to Astoria at Central Park Neighborhood Association, Inc., for their exclusive use only. **PLEASE INCLUDE A COPY OF DRIVER'S LICENSE OR PASSPORT TO CONFIRM IDENTITY.** If a driver's license is not available, please include a copy of your Passport or current identification card.

I/We further state that the Application for Occupancy and Authorization Form were signed by me/us and was not originated with fraudulent intent by me/us or any other person and that the signature(s) below are my/our proper signature(s).

I/We certify under penalty of perjury that the foregoing is true and correct.

Print Name (Applicant)

Signature (Applicant)

Date



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ADDITIONAL APPLICANTS

NOTE: Complete all questions and fill in all blanks. If any question is not answered or left blank, this application may be returned, not processed, and/or not approved. Print legibly or type all information. Missing information will cause delays. All information on this application will be verified. **This page must be filled by each applicant 18 years and older.**

Property Address: _____

Applicant Name: _____ Date of Birth: _____

() Single () Married () Separated () Divorced () Widow(er) () Maiden Name: _____

Tel: _____ Cell: _____ Work: _____ Email: _____

Driver's License Number: _____ State: _____

Have you ever been arrested or convicted of a crime: _____ Date(s): _____ County/State convicted in: _____

Charge (s): _____

Emergency contact: _____ Tel: _____

Present Address: _____ Phone: _____

Apt. or Condo Name: _____ Phone: _____

Dates of Residency: From _____ to _____ Name of Landlord/Mortgage: _____

Rent/Mortgage Amount _____

Previous Address: _____ Home Phone: _____

Dates of Residency: From _____ to _____ Monthly Rent/Mortgage Amount _____

Name of Landlord/Mortgage: _____ Phone: _____

Name of employer: _____ Phone: _____ Fax: _____

Address: _____ City: _____ State: _____ Zip _____

Position: _____ Name of supervisor: _____

List any minors that will reside in the unit.

Resident	Relationship	D.O.B	Resident	Relationship	D.O.B
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

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I/We further state that the Application for Occupancy and Authorization Form were signed by me/us and was not originated with fraudulent intent by me/us or any other person and that the signature(s) below are my/our proper signature(s).
I/We certify under penalty of perjury that the foregoing is true and correct.

Print Name (Applicant)

Signature (Applicant)

Date



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CURRENT UNIT OWNER INFORMATION

Must be completed:

First Name: _____ Last Name: _____

E-mail: _____

Mailing Address: _____ City: _____ State: _____ Zip _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

Agent name (if any): _____ Work Phone: _____

Agent Address: _____ City: _____ State: _____ Zip _____

Agent Phone: _____

The Unit Owner will be responsible for the actions of and for any damage or unreasonable soil caused by a moving company and their employees or any other persons involved in the Move In/Move Out. In the case of the leasing of a Unit, the Unit Owner assumes responsibility for the actions and any damage caused by the tenant or other occupant. As required by the Astoria at Central Park Neighborhood Association Rules and Regulation.

Current Owner(s):

Print Name

Signature

Date

Print Name

Signature

Date

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RESIDENT VEHICLE INFORMATION

In order to receive a transponder you must provide a copy of your current auto registration.
No commercial vehicles are allowed.

Year: _____

Make & Model: _____

Color: _____

License Tag: _____

Year: _____

Make & Model: _____

Color: _____

License Tag: _____

Year: _____

Make & Model: _____

Color: _____

License Tag: _____

Year: _____

Make & Model: _____

Color: _____

License Tag: _____

Applicant(s):

Print Name (Applicant)

Signature (Applicant)

Date

Print Name (Spouse/Additional Applicant)

Signature (Spouse/Additional Applicant)

Date

Print Name (Additional Applicant)

Signature (Additional Applicant)

Date



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PET REGISTRATION FORM

COMPLETE ONLY IF YOU HAVE A PET.

PET FEE OF \$250.00 PER PET IS NON REFUNDABLE.

PLEASE ATTACH A RECENT PET PHOTO TO THE APPLICATION.

PET FEE \$250 per pet/animal REQUIRED.

Resident Name: _____ Unit Owner: _____

Property Address: _____

Home No: _____ Cell No.: _____ Email: _____

Breed of pet: _____ Exact weight of pet: _____ lbs. _____ oz.

Approximate weight of pet when full grown: _____ lbs. _____ oz.

Name of pet: _____ Pet age: _____ Pet color: _____

Miami-Dade County Dog Tag No: _____ Date of last rabies vaccination: _____

Name, address and phone of veterinarian: _____

I understand that any falsification of information or failure to register my pet may result in the denial of approval by the Board of Directors of the Homeowners association. I am fully responsible for the actions of my pet and understand the rules and regulations regarding the control of my pet.

Print Name (Applicant) Signature (Applicant) Date

Print Name (Spouse/Additional Applicant) Signature (Spouse/Additional Applicant) Date

Print Name (Additional Applicant) Signature (Additional Applicant) Date



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REFERENCES

I/We _____, do hereby swear that all of the information provided is accurate.

I/We _____, absolve **Astoria at Central Park Association** from doing any wrongdoing and give them my full permission to do a background check, reference check and credit check. They may use any means that they see fit to obtain all necessary information. Shall this information be false I/We _____, will not attempt to deface or embellish **Astoria at Central park Association** for their acquisition of said information.

ASTORIA AT CENTRAL PARK ASSOCIATION is under the obligation to its client to do a full criminal investigation when asked. Please provide the following information.

Have you ever been convicted of a felony? _____

Have you ever been convicted of a misdemeanor? _____

If yes, please explain: _____

Applicant has represented all information accurately and has not been used an alias on this application. Applicant has read and understands that **ASTORIA AT CENTRAL PARK ASSOCIATION**. Will be performing all tasks associated with background investigations including but not limited to: Reference check, Employment Check, Residence history, Criminal history, Credit history which will be completed by _____.

Authorization is hereby given to release banking, credit, residence and other information pertaining to this application.

Print Name (Applicant) Signature (Applicant) Date

Print Name (Spouse/Additional Applicant) Signature (Spouse/Additional Applicant) Date

Print Name (Additional Applicant) Signature (Additional Applicant) Date

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ADDENDUM TO LEASE

This Residential Uniform Lease Addendum, made this ____ day of _____, 2____, is made between **Astoria at Central Park Association, Inc.**, hereinafter called the "Association", and _____, whose current address is _____, hereinafter called the "Tenant (s)"; and _____, whose address is (NOT THE RENTED UNIT ADDRESS) _____, HEREINAFTER CALLED THE "Landlord".

WHEREAS the Landlord has entered into a lease with Tenant for the premises located at _____, Unit _____, Miami, Florida _____, to be used as a private dwelling, and not otherwise, for a tenancy the duration of which shall be a term of _____, but no less than one year, to commence _____, _____, and end on _____, 2____, and

WHEREAS, Landlord will pay Real Estate Taxes and Insurance (except for Personal Property and Furnishings ("Renters Insurance")).

NOW THEREFORE, in consideration of the mutual promises made herein, the parties agree as follows:

1. PAYMENT OF RENT

Tenant's rent is to be directly paid to the Association upon Landlord's default of Maintenance Dues and/or Special Assessments due and owing to the Association. Upon written notice to the Tenant from the Association, The Tenant shall pay all rents directly to Association until such time as all maintenance arrears of the Landlord are paid-in-full. Landlord agrees that the Association shall have attorney-in-fact authorization to act on behalf of Landlord in the event the Tenant does not make payments to the Association when required to do so. Tenant agrees that the Association shall have the right to require payment of rent directly to the Association as mentioned herein, and that such payment shall not be considered a breach of the lease. The parties also agree that the Association hereby has attorney-in-fact authority granted by the Landlord to initiate eviction proceedings in the event that Tenant does not make payments to the Association when required to do so, and that all fees and costs incurred by the Association shall be charged to Landlord and be considered additional maintenance fees for purposes of collection of arrears, as allowed by the Association controlling documents. Any overage of rent paid by the Tenant to the Association will be forwarded to Landlord by the Association.

The monthly base rent will never change during the term of this lease. At the inception of this Lease, and prior to entering the Unit, Tenant shall pay to directly to ASTORIA AT CENTRAL PARK ASSOC. (hereinafter 'Association') \$ _____ for the first month of rent (if the owner is currently delinquent), and a Security Deposit of \$ _____ .00

There shall be _____ additional occupants, _____.

In the event of any prepayment of rent for a period of more than one month, the Tenant shall be obligated to pay to the Association that portion of the rent to the Association which represents the maintenance fees for the period of prepayment. Such payment shall be made at the time of pre-payment of the rent to Landlord.

2. RIGHTS OF TENANT; COMPLIANCE WITH ASSOCIATION GOVERNING DOCUMENTS; ALTERATIONS, FIRE HAZARD, AWNINGS, PETS, WASTE, SUBLETTING, POOL FEE.

Tenant hereby acknowledges that the subject premises are submitted to the Homeowners form of ownership. Tenant shall have all use rights in the Association properly and those common elements otherwise readily available for use generally by unit owner shall not have such rights except as a guest, unless the tenant has waived these use rights in writing. Nothing in this subsection shall interfere with the access rights of the unit

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owner as a landlord pursuant to Florida Statutes Chapter 83. The Association shall have the right to adopt rule to prohibit dual usage by a unit owner and a Tenant of association property and common elements otherwise readily available for use generally by unit owners, and the Tenant shall abide with any such Association rules and governing documents. The Tenant is charges with knowledge of the Association’s governing documents, which are available for tenant’s review, and tenant shall comply with all restrictions and rights contained within the Association’s governing documents, including its Declaration off Condominium and By-Laws, and shall abide by any Rules & Regulations lawfully promulgated by the Association pursuant to its powers.

3. RENTER’S INSURANCE

The Tenant shall be responsible for maintaining the appropriate amount of insurance to insure against personal property losses that occur at the premises.

4. DEFAULT

If the Tenant defaults in the payment of rent or performance of any of the covenants or conditions herein contained or in the governing documents of the Association; or if any conduct of the Tenant or occupants of the leased premises shall be objectionable, the / or the Association as attorney-in-fact for the Landlord may give to the Tenant three day’s written notice in case of nonpayment of rent and seven days written notice for all other defaults, and if such default has not been cured or the objectionable conduct stopped within said notice period, then at the expiration of said notice period the Association as attorney-in-fact for the Landlord may terminate this lease, and the Tenant shall then surrender the leased premises to the Association as attorney-in-fact for the Landlord, but the Tenant shall remain liable as hereinafter provided. Furthermore, in accordance with the Association’s eviction rights set forth below in this Addendum, any default by the Tenant of the covenants, rules or applicable provisions of Florida Law governing the Association with which the Tenant is obligated to comply, shall be grounds for eviction of the Tenant by the Association, upon failure to cure said default upon seven days notice. If the notice period shall have elapsed without curing such default or stopping the objectionable conduct, or if the leased premises become vacant or deserted, the Association as attorney-in-fact for Landlord, may at any time thereafter resume possession thereof by any lawful means, and remove the Tenant or other occupants and their effects, by dispossess proceedings, or otherwise, without being liable to prosecution or damage therefore, and hold the premises as if this lease had not been made. In any such case, the Association as attorney-in-fact for the Landlord, may reflect the premises or any part thereof and receive the rent therefore, applying the same to the payment of such expenses owed to the Association incurred in connection with said resumption of possession and reletting, including brokerage, cleaning, repairs, and decorations and then the payment of rent and performance of the other covenants of the Tenant as herein provided; and the Tenants agrees, whether or not the Landlord has relet, to pay to the Association the rent and other sums herein agreed to be paid by the Tenant, less the proceeds of reletting, if any, as ascertained from time to time, and the same shall be payable by the Tenant on the several rent days above specified. The Tenant hereby waives all rights of redemption to which the Tenant or any person claiming under the Tenant might be entitled by any law now or hereafter in force.

Print Name (Applicant)	Signature (Applicant)	Date
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Print Name (Spouse/Additional Applicant)	Signature (Spouse/Additional Applicant)	Date
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Print Name (Additional Applicant)	Signature (Additional Applicant)	Date
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Estoppel Request

Effective August 1st, 2022 when requesting an Estoppel :

Request and payment online can be made at <https://www.miamimangement.com/estoppel.php>

➤ If the property has been foreclosed upon, a copy of the Recorded Certificate of Title is REQUIRED at the time payment is received

Estoppel Cost **\$299.00** (7 business days – delivered via email only included)

Expedited Service Fee **\$119.00** (2 business days – delivered via email only)

➤ If the property has more than one association (account numbers) for a single property address, a separate estoppel cost and estoppel request form are required for each association.

➤ The expedited service may not include the property inspection.

Updates:

1. Please email your request to: estoppels@miamimangement.com
2. One update within a 30-day period from original estoppel issue date is free of charge
3. New estoppel requests are required after 30 days



RESIDENT INFORMATION SHEET

COMMUNITY NAME:

Select One:

 OWNER TENANTProperty
Address:

City:

State:

Zip:

MOVE IN DATE:

 NEW OWNER

CLOSING DATE:

 LEASE TERM

DATE: _____ TO _____

LEASE: \$ _____ SECURITY DEPOSIT

LEASE: \$ _____ MONTHLY

DEPOSIT PROVIDED

BY: OWNER
 TENANT

Resident Name: (Last Name) _____ (First Name): _____ D.O.B. ___/___/____

Home Phone:

Cell Phone:

Work Phone:

Email Address :

Resident Name: (Last Name) _____ (First Name): _____ D.O.B. ___/___/____

Home Phone:

Cell Phone:

Work Phone:

Email Address :

Phone Number to be programed in call box (if applicable):

Mailing Address

(if different than Above Address):

City:

State:

Zip:

Country:

LIST ALL OCCUPANTS LIVING IN THIS HOME*All Occupants 18 Years of Age or Older MUST Complete a Separate Background Check Consent Form.*

Occupant Name	Date of Birth	Relationship (child, nanny, in-laws, etc.)

PET INFORMATION (IF APPLICABLE)

Type/Breed:	Color:	Weight:	Name:	Tag #:	Tag Exp. Date:
Type/Breed:	Color:	Weight:	Name:	Tag #:	Tag Exp. Date:
Type/Breed:	Color:	Weight:	Name:	Tag #:	Tag Exp. Date:

VEHICLE INFORMATION

Make	Model	Year	Color	Tag#	State	Bar Code/Decal #

ASSIGNED PARKING SPACES: # _____ # _____ # _____ # _____

EMERGENCY CONTACT

Name:

Relation:

Home
Phone:Cell
Phone:Work
Phone:Email
Address :

Address :

City:

State:

Zip:

Country:

APPROVED VISITORS

Name:

Name:

Name:

Name:

Name:

Name:

Name:

Name:

Name:

Please be advised that submittal of this form does not constitute an approval or authorization of registration. Thank you from the Miami Management Team!

ASTORIA AT CENTRAL PARK - Rules & Regulations

14. **Maintenance by Others:** All property, structures, improvements and appurtenances not maintained by Association within Astoria at Central Park shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of Astoria at Central Park by the applicable party, entity, or owner, as applicable.
15. **Maintenance by Owners:** All lawns, landscaping and sprinkler systems and any property, structures, improvements and appurtenances not maintained by Association or Master Association, if any, shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of Astoria at Central Park by the owner of each lot.
 - 15.1. **Lawn Maintenance Standards:** The following maintenance standards (the "**Lawn Maintenance Standards**") apply to landscaping maintained by owners, if any:
 - 15.1.1. **Trees:** Trees are to be pruned as needed.
 - 15.1.2. **Shrubs:** All shrubs are to be trimmed as needed.
 - 15.1.3. **Grass:**
 - 15.1.3.1. **Cutting Schedule:** Grass shall be maintained in a neat and appropriate manner. In no event shall an owner's lawn get in excess of five inches (5") in height.
 - 15.1.3.2. **Edging:** Edging of all streets, curbs, beds and borders shall be performed as needed. Chemicals edging shall not be permitted.
 - 15.1.4. **Mulch:** Mulch is to be turned four (4) times per year and shall be replenished as needed on a yearly basis.
 - 15.1.5. **Insect Control and Disease:** Disease and insect control shall be performed on an as needed basis.
 - 15.1.6. **Fertilization:** Fertilization of all turf, trees, shrubs, and palms shall be performed at a minimum of three (3) times a year during the following months: February, June and October.
 - 15.1.7. **Irrigation:** Owners shall be responsible to irrigate grass. To the extent not maintained by Association, owners shall maintain all sprinklers located on their respective lot(s). Pump stations and valves shall be checked as needed by an independent contractor to assure property automatic operation.
 - 15.1.8. **Post Lights:** Each owner shall maintain all post lights (whether gas or electric) which are located within the boundaries of his or her home.
 - 15.1.9. **Weeding:** All beds are to be weeded upon every cut. Weeds growing in joints in curbs, driveway, and expansion joints shall be removed as needed. Chemical treatment is permitted.
 - 15.1.10. **Trash Removal:** Dirt, trash, plant and tree cuttings and debris resulting from all operations shall be removed and all areas left in clean condition before the end of the day.
 - 15.1.11. **Right of Association to Enforce:** Each owner grants Association and/or Master Association and easement over his or her lot for the purpose of insuring compliance with the requirements of

this provision and the Lawn Maintenance Standards. In the event an owner does not comply with this Section, Association and/or Master Association may perform the necessary maintenance to the lawn and charge the costs thereof to the non-complying owner as an Individual Assessment. Association and/or Master Association shall have the right to enforce the foregoing Lawn Maintenance Standards by all necessary legal action. In the event that Association and/or Master Association is the prevailing party with respect to any litigation respecting the Lawn Maintenance Standards, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, pre-trial and at all levels of proceedings, including appeals.

15.1.12. **Landscaping and Irrigation of Lots and Homes; Removal of Sod and Shrubbery; Additional Planting:**

15.1.12.1. Without the prior consent of the ACC and Master ACC, no sod, topsoil, tree or shrubbery shall be removed from Astoria at Central Park, and there shall be no change in the plant landscaping, elevation, condition of the soil or the level of the land of such areas which results in any change in the flow and drainage of surface water which the ACC or Master ACC, each in its sole discretion, considers detrimental or potentially detrimental to person or property. Notwithstanding the foregoing, owners who install improvements to the home (including, without limitation, concrete or brick pavers) which result in any change in the flow and/or drainage of surface water shall be responsible for all of the costs of drainage problems resulting from such improvement. Further, in the event that such owner fails to pay for such required repairs, each owner agrees to reimburse the Association for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the Surface Water Management System.

15.1.12.2. No landscape lighting shall be installed by an owner without the prior written approval of the ACC.

15.1.13. **Weeds and Refuse:** No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any home. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any home.

15.1.14. **Swale, Driveway and Sidewalk Repair:** Each owner shall be responsible to timely repair, maintain and/or replace the driveway which comprises part of a home, the sidewalk abutting the front lot or side of the home and any swale areas between the lot and the paved Common Areas including, but not limited to, any damage caused by Developer, Master Developer, Master Association, Association or by the holder of any easement over which such driveway or sidewalk is constructed. Each owner, by acceptance of a deed to a home, shall be deemed to have agreed to indemnify, defend and hold harmless Association, Master Association, Developer and/or Master Developer and the holder of any such easement including, without limitation, all applicable utility companies and governmental agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of the Common Areas and any easement or the construction and/or maintenance of any driveway or sidewalk in that portion of the Common Areas, easement area, or in public right-of-way between the boundary of such owner's home and the edge of the adjacent paved roadway. Further, each owner agrees to reimburse Association any expense incurred in repairing any damage to such driveway or sidewalk in the event that such owner fails to make the required repairs, together with interest at the highest rate allowed by law.

16. **Use Restrictions:** Each owner must comply with the following:

- 16.1. **Alterations and Additions:** No material alteration, addition or modification to, or material change in the appearance of, any portion of a parcel or home shall be made without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration.
- 16.2. **Animals:** No animals of any kind shall be raised, bred or kept within Astoria at Central Park for commercial purposes. Otherwise, owners may keep domestic pets in accordance with County ordinances and the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, pets may be kept or harbored in a home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a home is a nuisance shall be conclusive and binding on all parties. If Association determines that a pet is a nuisance, such pet shall be removed from Astoria at Central Park. All pets shall be walked on a leash. No pet shall be permitted in the common areas unless such pet is kept on a leash or within an enclosed portion of the yard of a home. No pet or animal shall be “tied out” on the exterior of the home or in the common areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any home. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall defecate only in the “pet walking” areas within Astoria at Central Park designated for such purpose, if any, or on that owner’s home. The person walking the pet or the owner shall clean up all matter created by the pet. Each owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this Section.
- 16.3. **Artificial Vegetation:** No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any home or parcel unless approved by the ACC.
- 16.4. **Cars and Trucks:**
- 16.4.1. **Parking:** Owner’s automobiles shall be parked in the garage or driveway, if provided, and shall not block the sidewalk. No vehicles of any nature shall be parked on any portion of Astoria at Central Park or a lot except on the surfaced parking area thereof. All lawn maintenance vehicles shall park on the driveway of the home and not in the roadway or swale. No vehicles used in business for the purpose of transporting goods, equipment and the like, or any trucks or vans which are larger than one (1) ton shall be parked in Astoria at Central Park except during the period of a delivery. Personal vans, personal trucks of one (1) ton capacity or smaller, and other personal vehicles may only be parked within the driveway or garage of a home, if any. To the extent there is guest parking within Astoria at Central Park, owners may park in such guest parking spaces provided, however, that such owner’s may not park in such guest parking spaces for any period longer than twenty-four (24) hours.
- 16.4.2. **Repairs and Maintenance of Vehicles:** No vehicle which cannot operate on its own power shall remain within Grand Bay at Doral for more than twenty-four (24) hours unless the same is stored in the garage of a home. No repair or maintenance, except emergency repair, of vehicles shall be made within Astoria at Central Park. No vehicles shall be stored on blocks. Tarpaulin covers on vehicles shall not be permitted without ACC approval.
- 16.4.3. **Prohibited Vehicles:** No commercial vehicle, limousines, house trailers, and trailers of every other type, kind or description, may be kept within Grand Bay at Doral except in the garage of a home. No recreational vehicles or campers shall be stored within Astoria at Central Park. Notwithstanding the foregoing, a boat and/or boat trailer may be kept within the fenced yard of a home so long as the owner has received the prior written approval of the Board and so long as the boat and/or boat trailer are located within a fenced yard. Boats and/or boat

trailers shall not be permitted to be kept within the yard of a any townhome. The term commercial vehicle shall not be deemed to include law enforcement vehicles or recreational or utility vehicles (i.e., Broncos, Blazers, Explorers, Navigators, etc.) or clean “non-working” vehicles such as pick-up trucks, vans, or cars if they are used by the owner on a daily basis for normal transportation. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair by Developer or Builder of homes, Club owner, common areas, or any other facility of Astoria at Central Park. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a “for sale” sign shall be parked within the public view anywhere on Grand Bay at Doral. For any owner who drives an automobile issued by the County or other governmental entity (i.e., police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the home. No vehicle shall be used as a domicile or residence either temporarily or permanently. No vehicle with expired registration or license plate may be kept within public view anywhere on Astoria at Central Park. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained in this Declaration or in the Rules and Regulations now or subsequently adopted may (without obligation) be towed by Association at the sole expense of the owner of such vehicle. Association shall not be liable to the owner of such vehicle for trespass, conversion, or otherwise, nor guilty of any criminal act, by reason of such towing. Notwithstanding the foregoing, each owner acknowledges that such owner and its family, guests, tenants, and invitees shall abide by all parking regulations issued by the local governing authority having jurisdiction.

- 16.5. **Commercial Activity:** Except for normal construction activity, sale and re-sale of a home, sale or re-sale of other property owned by Developer, and administrative offices of Developer or a Builder, no commercial or business activity shall be conducted in any home within Astoria at Central Park. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an owner may maintain a home business office within a home for such owner’s personal use; provided, however, business invitees customers, and clients shall not be permitted to meet with owners in homes unless the Board provides otherwise in the Rules and Regulations. No owner may actively engage in any solicitations for commercial purposes within Astoria at Central Park. No solicitors of a commercial nature shall be allowed within Astoria at Central Park, without the prior written consent of Association. No daycare center or facility may be operated out of a home.
- 16.6. **Completion and Sale of Homes:** No person or entity shall interfere with the completion and sale of homes within Astoria at Central Park. Without limiting the foregoing, each owner, by acceptance of a deed, agrees that actions of owners may impact the value of homes; therefore each owner is benefitted by the following restriction; picketing and posting of negative signs is strictly prohibited in order to preserve the value of the homes in Astoria at Central Park and the residential atmosphere thereof. In the event an owner or occupant violates the terms of this section, the Developer and/or Association shall have the right to enter upon the home or lot and cure the violation as further provided in Section 25.2 of this Declaration.
- 16.7. **Control of Contractors:** Except for direct services which may be offered to owners (and then only according to the Rules and Regulations) relating thereto as adopted from time to time), no person other than an Association officer shall direct, supervise, or in any manner attempt to assert any control over any contractor of Association.
- 16.8. **Cooking:** No cooking shall be permitted nor shall any goods or beverages be consumed on the common areas except in areas designated for those purposes by Association. Additionally, no cooking shall be permitted nor shall any goods or beverages be consumed in the front yard or

driveway of a home. The ACC shall have the right to prohibit or restrict the use of grills or barbecue facilities throughout Astoria at Central Park.

- 16.9. **Decorations:** No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, weather vanes, or flagpoles shall be installed or placed within or upon any portion of the common areas of Astoria at Central Park or on the exterior of any home which is visible from the common areas without the prior written approval of the ACC. Notwithstanding the foregoing, flags may be displayed as permitted by law.
- 16.10. **Fences, Walls and Screens:** NO walls or fences shall be erected or installed without prior written consent of the ACC. All enclosures of balconies or patios including, without limitation, addition of vinyl windows and decks shall require the prior written approval for the ACC. Fences on the sides of a home shall be six (6) feet, made of wood (natural wood, white or other color approved by the ACC) or shadowbox. Notwithstanding the foregoing, upon prior written consent of the ACC, the rear fencing of lakefront homes may be aluminum railing which may only be four (4) feet in height or less. NO chain link fencing shall be permitted within Astoria at Central Park.
- 16.11. **Garbage Cans:** Trash collections and disposal procedures established by Association shall be observed. If Association ever provides for garbage pick-up, the cost of the same shall be part of the Operating Costs. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Home so as to be visible from outside the Home or Parcel. Each owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the home for pick-up earlier than 6:00 pm on the day preceding the pick-up and must be returned to the homes so that they are not visible from outside the home on the day of pickup.
- 16.12. **Holiday Lights and Other Lighting:** Holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home in the manner permitted hereunder commencing on Thanksgiving and shall be removed not later than January 15th of the following year. The ACC may establish standards for holiday lights. The ACC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent home).
- 16.13. **Hurricane Shutters:** Any hurricane shutters or other protective devices visible from outside a home shall be of a type as approved in writing by the ACC. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (nor at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. An approval by the ACC shall not be deemed an endorsement of the effectiveness of hurricane shutters.
- 16.14. **Irrigation:** The water used in the irrigation system is not suitable for drinking or water sports. Children and pets should not play in such water. Such water shall not be used by owners to irrigate lawns. Due to water quality, irrigation systems may cause staining on homes, other structures, paved areas, or vehicles. It is each owner's responsibility to treat and remove any such staining. Association may require from time to time, that owners adopt systems to prevent stains (e.g. automatic deionization systems). The yard of each home may be equipped with irrigation lines, depending on the model of the home. No owner whose lot adjoins a waterway or lake may utilize

the waterway or lake to irrigate unless so provided by Developer as part of original construction, subject to applicable permitting. Association and club owner may use waterways and lakes to irrigate Common Areas, subject to applicable permitting and Developer shall not be liable for same. BY ACCEPTANCE OF A DEED TO A HOME OR PARCEL, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL LAKES AND WATERBODIES, IF ANY, MAY VARY. THERE IS NO GUARANTEE BY DEVELOPER OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. Developer, Master Developer, the District, Association, Master Association and/or Club Owner shall have the right to use one or more pumps to remove water from lakes and waterbodies, if any, for irrigation purposes at all times, subject to applicable permitting. Developer may utilize a computerized loop system to irrigate the Common Areas and/or homes. Any computerized loop irrigation system that is not specifically the maintenance obligation of an owner, shall be the maintenance obligation of Association and shall be deemed part of the Common Areas. '

- 16.15. **Laundry:** Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mops or laundry or any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the home or parcel. Clotheslines may be installed in the rear yard of a home so long as not visible from the front of the home.
- 16.16. **Lawful Use:** No immoral, improper, offensive, unlawful or obnoxious use shall be made of any portion of Astoria at Central Park. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The party responsible for meeting the requirements of governmental entities for maintenance, modification or repair of a portion of Astoria at Central Park shall be the same party responsible for maintenance, modification and/or repair of the property concerned under this Declaration.
- 16.17. **Leases:** Homes may be lease, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a home. Individual rooms of a home may not be leased on any basis. No transient tenants may be accommodated in a home. To the extent that an owner does not reside in his or her home, prior to moving into the home and irrespective of their relation to the owner, must be registered with the Association and shall be subject to the Association's screening and approval process which is used for prospective tenants seeking to lease a home within Astoria at Central Park. All leases or occupancy agreements shall be in writing and a copy of all leases of homes shall be provided to Association. All leases shall be on forms approved by Association and shall provide (or if not provide, shall be automatically deemed to provide) that Association shall have the unilateral right to terminate the lease upon default by the tenant in observing any of the provisions of the Association Documents or other applicable provisions of any agreement, document or instrument governing Astoria at Central Park or administered by Association. Each owner hereby acknowledges and agrees that any and all leases entered into by such owner in connection with his or her home shall be deemed to incorporate by this reference a collateral assignment of rents and leases in favor of Association, which collateral assignment of rents and leases shall provide that in the event such owner leasing his or her home is past due in the payment of his or her Assessments, Association shall have the power and authority to take actions including, but not limited to: (i) collecting rents now due or that become due directly from such owner's tenant(s) (or other party in possession of the home); and/or (ii) pursuing any and all legal remedies available against such owner and/or such owner's tenant(s) including, but not limited to, actions for evictions of such owner's tenant(s). Owners are responsible for providing their tenants with copies of all such Association Documents or instruments at such owner's sole cost and expense. Leasing of home shall also be subject to the prior written approval of Association, as more particularly explained in Section 29 hereof. No home may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. No lease term shall be less than six (6) months. No subleasing or assignment of lease rights by

the tenant is permitted. No time-share or other similar arrangement is permitted. In no event shall occupancy of a leased home (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom. Each owner shall be jointly and severally liable with the tenant to Association for all costs incurred by Association for the repair of any damage to Common Areas or to pay any claim for injury or damage to property caused by tenants. Association shall repair any such damage and the cost of such repair shall be invoiced as an Individual Assessment to the owner. Additionally, as a condition to the approval by Association of a proposed lease of a home, Association has the authority to require that a security deposit in an amount not to exceed the equivalent of one (1) month's rent be deposited into an account maintained by Association. The security deposit shall protect against damages to the Common Areas or Association Property. A security deposit held by Association under this Section shall be governed by Chapter 83 of the Florida Statutes, as it may be renumbered from time to time. Association may also charge a reasonable fee of no more than One Hundred (\$100.00) dollars to offset the costs of a background check on tenant. Association and its directors or officers, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any party whatsoever, due to any mistakes in judgment, negligence, or any action or inaction of Association, its officers, or directors, in connection with the approval or disapproval of tenants. Each owner agrees, individually and on behalf of its prospective tenants, current tenant, heirs, successors and assigns by acquiring title to a lot, that he or she (or any other of the aforementioned parties) shall not bring any action or suit against Association or its directors or officers, or any of the Association's agents or other parties acting on Association's behalf, in order to recover any damages alleged or caused by the actions of Association, or its officers or directors in connection with the provisions of this Section All leases shall also comply with and be subject to the provisions of Section 29 hereof. Notwithstanding the foregoing, this Section shall not apply to a situation where an owner or resident of a home receives in-home care by a professional caregiver residing within the home.

- 16.18. **Minor's Use of Facilities:** Each owner shall be responsible for all actions of minor children dwelling in and/or visiting his or her home. Developer, Master developer, Master Association, Association and Club owner shall not be responsible for any use of the facilities and Common Areas by anyone, including minors. Children under the age of twelve (12) shall be accompanied by an adult at all times.
- 16.19. **Nuisance:** No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of Astoria at Central Park is permitted. The final determination of what constitutes a nuisance shall be made by the Board in its sole discretion. No firearms or fireworks shall be discharged within Astoria at Central Park. Nothing shall be done or kept within the Common Areas, or any other portion of Astoria at Central Park, including any home, lot or parcel which will increase the rate of insurance to be paid by Association.
- 16.20. **Oil and Mining Operations:** No oil, drilling development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or on any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot
- 16.21. **Personal Property:** All personal property of owners or other occupants of homes shall be stored within the homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, any parcel or home or any other portion of Astoria at Central Park, which is unsightly or which interferes with the comfort and convenience of others.
- 16.22. **Pool:** No pools shall be permitted on Townhomes or lots containing Townhomes.

- 16.23. **Removal of Soil and Additional Landscaping:** Without the prior consent of the ACC, no owner shall remove soil from any portion of Astoria at Central Park, change the level of the land within Astoria at Central Park, or plant landscaping which results in any permanent change in the flow and drainage of the Surface Water Management System within Astoria at Central Park.
- 16.24. **Roofs, Driveways and Pressure Treatment:** Roofs and/or exterior surfaces and/or pavement, including, but not limited to, sidewalks, walks and drives, if any, shall be pressure treated within thirty (30) days of notice by the Board. No surface applications to driveways shall be permitted without the prior written approval of the ACC as to material, color and pattern. Such applications shall not extend beyond the front lot line or include the sidewalk. No oil stains, stains or weeds are permitted on driveways or lots. Each owner shall be responsible to pressure clean between paintings.
- 16.25. **Satellite Dishes and Antennas:** No exterior visible antennas, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any home or other areas of Astoria at Central Park without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from the outside. Each owner agrees that the location of such items must be first approved by the ACC in order to address the safety and welfare of the residents of Astoria at Central Park. No owner shall operate any equipment or device which will interfere with the radio or television reception of others. Notwithstanding the foregoing, Club owner may install without ACC approval Telecommunications Services equipment, a satellite dish or similar equipment within the property comprising the Club so long as such equipment is not visible from the street giving access to the Club. All antennas not covered by the Federal Communications Commission ("**FCC**") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC.
- 16.26. **Signs and Flags:** No sign (including brokerage or for sale/lease signs), flag, banner, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of Astoria at Central Park that is visible from the outside without the prior written approval from the ACC as required by this Declaration; and without the prior written approval thereof by governmental agencies, if necessary (e.g. permit boards); provided, however, signs required by governmental agencies and approved by the ACC may be displayed. "For Sale" and "For Rent" signs must be approved by the ACC and shall be no larger than 12" x 12". Notwithstanding the foregoing, no broker, "For Sale" or "For Rent" signs shall be exhibited, displayed, inscribed, painted or affixed in or upon any part of Astoria at Central Park while the Developer still holds any homes for sale in the ordinary course of business. No sign may be placed in the window of a home. Developer and Builders are exempt from this Section. No in-ground flag poles (except as Developer may use) shall be permitted within Astoria at Central Park, unless written approval of the ACC is obtained. Notwithstanding the foregoing, flags which are no larger than 24 " x 36" attached to a home and displayed for the purpose of a holiday, and United States of America flags shall be permitted without ACC approval.
- 16.27. **Sports Equipment:** No recreational, playground or sports equipment shall be installed or placed within or about any portion of Astoria at Central Park without prior written approval of the ACC. No basketball backboards, skateboard ramps, or play structures will be permitted without written approval of the ACC. Such approved equipment shall be located at the rear of the home or on the inside portion of corner homes within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a home. No basketball hoops shall be attached to a home and any portable basketball hoops must be stored inside the home. No tennis courts are permitted within lots.

- 16.28. **Storage**: No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the ACC, which approval shall conform to the requirements of this Declaration. Water softener, trash containers, propane tanks and other similar devices shall be properly screened from the street in a manner approved by the ACC.
- 16.29. **Subdivision and Regulation of Land**: No portion of any home, lot or parcel shall be divided or subdivided or its boundaries changed without the prior written approval of Association. No owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to Astoria at Central Park, without the prior written approval of Developer, which may be granted or denied in its sole discretion.
- 16.30. **Substances**: No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of Astoria at Central Park or within any home or parcel except those which are required for normal household use.
- 16.31. **Visibility on Corners**: Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the ACC and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs or other planting shall be placed or permitted on a corner lot where such obstruction would create a traffic problem.
- 16.32. **Water Intrusion**: Florida experiences heavy rainfall and humidity on a regular basis. Each owner is responsible for making sure his or her home remains watertight including, without limitations, checking caulking around windows and seals on doors. Each owner acknowledges that running air condition machinery with windows and/or doors open in humid conditions can result in condensation, mold and/or water intrusion. Neither Developer nor Association shall have liability under such circumstances for any damage or loss that that an Owner may incur.
- 16.33. **Windows or Wall Units**: No window or wall air conditioning unit may be installed in any window or wall of a home.
- 16.34. **Workers**: Workers hired by any owner for any purpose including, without limitation, maintenance, landscaping, and/or housekeeping may not congregate in or about the Common Areas or make any personal use of such Common Areas.

ASSOCIATION COMMON AREA SECURITY DEPOSIT FORM

Date of check: _____ Association Name: _____

Property Address: _____

- Common area security deposit amount: \$ _____
Check number: _____ Check number: _____ Check number: _____
- Pet Deposit amount \$ _____
Check number: _____ Check number: _____ Check number: _____
- Move in/Move Out Deposit amount \$ _____
Check number: _____ Check number: _____ Check number: _____
- Move In deposit amount \$ _____
Check number: _____ Check number: _____ Check number: _____
- Move Out deposit amount \$ _____
Check number: _____ Check number: _____ Check number: _____

Remitter: _____ Signature: _____

DEPOSITS ARE RETURNED TO REMITTER ONLY

Received by: _____ Date Received: _____

Be advised the above deposit(s) is requested by the association for any damages to the association's property



COMMUNITY INFORMATION SHEET

Dear Resident(s):

Because we care and want to make sure we can help you with your community needs, below please find our information list so you can easily communicate to us when needed:

MANAGEMENT:

Miami Management, Inc.
14275 SW 142 Ave.
Miami, FL 33186
Main Line; (305) 378-0130
Fax Line: (305) 378-0259

***24 HOURS EMERGENCY LINE:
(AFTER 5:00 PM & WEEKENDS)***

Miami Management, Inc
Main line: (305) 378-0130

PROPERTY MANAGER:

Marco Mora
Office Direct Line: (305) 259-1451
E-mail: mmora@miamimanagement.com

MANAGER'S ASSISTANT:

Shirley Duarte
Office Direct Line: (305) 259-1443
E-mail: sduarte@miamimanagement.com

***FOR ASSOCIATIONS'
APPROVAL:***

Screening Department
Office Direct Line: (305) 259-1407
Email: Screenings@miamimanagement.com



High Rise Division
14275 SW 142 Avenue
Miami, Florida 33186
Office: 305.378.0130
Fax: 305.378.5030

MMI of the Palm Beaches, Inc.
1201 US Highway One Suite 330
North Palm Beach, Florida 33408
Office: 561.686.7818
Fax: 561.686.7284

Broward Division
1145 Sawgrass Corporate Parkway
Sunrise, Florida 33323
Office: 954.846.7545
Fax: 954.846.8559
Toll Free: 1.800.605.9160

North Miami Division
14275 SW 142 Avenue
Miami, Florida 33186
Office: 305.378.0130
Fax: 305.378.5031