

MARINER'S COVE CONDOMINIUM ASSOCIATION

c/o SOUTHWEST PROPERTY MANAGEMENT CORP.

1044 CASTELLO DRIVE, SUITE #206
NAPLES, FLORIDA 34103-1900
(239) 261-3440 ext. 112 □ FAX: (239) 261-0562
Email: rviera@swpropmgt.com

Lease Application Check-Off Sheet

***** PLEASE NOTE THAT THE APPLICATION PROCESS MAY TAKE UP TO THIRTY (30) DAYS FOR APPROVAL. *****

****If this is an application for a current, active duty service member, please check here _____**

If your application does not have the following attached, it will be returned to you, delaying your approval:

- A completed and legible **Lease Application**. Please make sure the applicant(s) have **initialed** and signed the application.
- Two completed **Character Reference Forms** (see attached.) Not applicable to repeat renters. Please have these forms completed and signed by someone (non-related) that has known the applicant(s) for a considerable amount of time.
- A legible copy of the complete **Lease Agreement**, signed by both parties.
- Signed and completed **Acknowledgement and Authorization Form** for each applicant age 18 and older.
- \$100 non-refundable Application Fee**. (Not applicable to previously approved renters). If paying by check or money order, please make payable to: **Mariner's Cove Condominium**.

If you have any questions regarding the application procedure, please contact our Lease Administrator, at the number shown above. **Thank you.**

Two Credit References (Local if possible)

Name: || _____ Addr: || _____ Phone #: || _____

Name: || _____ Addr: || _____ Phone #: || _____

Personal references: Two letters of personal reference must be submitted with application (NOTE: References waived for renewals and previous tenants)

Automobile Info (only one vehicle allowed per lease and must park in assigned parking space):

Make/Model of Car: || _____ Color: || _____ Year: || _____ License No. || _____ State: || _____
If vehicle rented, Leasee must notify Southwest Properties within 7 days of Make/Model, Color, Year, License and State of vehicle.

In case of emergency notify: _____ Tel# _____ Relationship: _____

Initial _____ I/We agree that no campers, commercial vehicles, trucks exceeding 1/2 ton capacity, boats, trailers, or recreational vehicles will be parked on the premises of Mariner's Cove Condominium Association, Inc.

Initial _____ **THE UNDERSIGNED HEREBY MAKES APPLICATION FOR LEASE IN MARINER'S COVE CONDOMINIUM ASSOCIATION, INC. IN ACCORDANCE WITH THE DECLARATION OF CONDOMINIUM** represent that the following information is complete and true. I (we) agree that any misrepresentation in this application will justify automatic rejection. I (we) consent to additional inquiry concerning this application, including the background, credit check and check of references below.

Initial _____ I/We acknowledge receipt of and have read and agree to abide by the Rules and Regulations for Mariner's Cove Condominium Association, Inc. as they may exist.

Initial _____ As of 2/03/04, only unit owners in residence are permitted to keep a pet Mariner's Cove Condominium. Tenants are not permitted to have pets.

Initial _____ I/We understand and agree that the Association, in the event it approves a lease, is authorized to act as the owner's agent, with full power and authority to take whatever action may be required, including eviction, to prevent violations by lessees and their guests, of provisions of Rules and Regulations of Mariner's Cove Condominium Association, Inc.

Applicant Signature: _____ Printed Name: || _____ Date: || _____

Applicant Signature: _____ Printed Name: || _____ Date: || _____

Signature of Real Estate Agent or Unit Owner _____ Date: || _____
Name of Real Estate Company or Unit Owner: _____

Return **FULLY COMPLETED APPLICATION, COPY OF EXECUTED LEASE, \$100.00 NON-REFUNDABLE APPLICATION FEE**, made payable to Mariner's Cove Condominium Association, Inc. and **TWO LETTERS OF REFERENCE TO:**

NOTE: \$100.00 application fee waived for renters who are returning for a consecutive year and reference letters.

Southwest Property Management Corp.
1044 Castello Drive, Suite 206
Naples, FL 34103-1900 Email: Rviera@swpropmgt.com
Ph. 239-261-3440 FAX 239-261-2013
Action of Board of Directors

Approved _____ Disapproved _____ Date of Decision _____

By: _____ or _____
Association President/Secretary Manager as Secretary for the Association

MARINER'S COVE CONDOMINIUM ASSOC. INC.

Southwest Property Management Corp.
1044 Castello Drive, Suite 206
Naples, FL 34103-1900 Email: Rviera@swpropmgt.com
Ph. 239-261-3440 FAX 239-261-2013
Action of Board of Directors

CHARACTER REFERENCE FORM
Mariner's Cove Condominium Association

Applicant's Name: _____ Date ____ / ____ / ____

Reference's Information

Name: _____

Street Address: _____

City, State & Zip: _____

Telephone #: _____

To Whom It May Concern:

The applicant(s) named above are applying to purchase or lease a unit in Mariner's Cove. The Board of Directors requests that you furnish us with whatever information you consider pertinent regarding the character and stability of the applicant(s).

Upon completion, please return this form to the APPLICANT. This completed Character Reference Form MUST be sent with the application in order for the Board to approve their purchase or lease. Thank you for your assistance in this matter!

Very truly yours,

Mariner's Cove Condominium Association

How do you know the applicant(s)? _____

How long have you known the applicant(s)? _____

Would the applicant(s) make a good neighbor, in your opinion? _____ Yes _____ No

Please describe the applicant(s) character and stability, as you know them:

Reference's Signature

MARINER'S COVE CONDOMINIUM ASSOC. INC.

Southwest Property Management Corp.
1044 Castello Drive, Suite 206
Naples, FL 34103-1900 Email: Rviera@swpropmgt.com
Ph. 239-261-3440 FAX 239-261-2013
Action of Board of Directors

CHARACTER REFERENCE FORM
Mariner's Cove Condominium Association

Applicant's Name: _____ Date ____ / ____ / ____

Reference's Information

Name: _____

Street Address: _____

City, State & Zip: _____

Telephone #: _____

To Whom It May Concern:

The applicant(s) named above are applying to purchase or lease a unit in Mariner's Cove. The Board of Directors requests that you furnish us with whatever information you consider pertinent regarding the character and stability of the applicant(s).

Upon completion, please return this form to the APPLICANT. This completed Character Reference Form MUST be sent with the application in order for the Board to approve their purchase or lease. Thank you for your assistance in this matter!

Very truly yours,

Mariner's Cove Condominium Association

How do you know the applicant(s)? _____

How long have you known the applicant(s)? _____

Would the applicant(s) make a good neighbor, in your opinion? ____ Yes ____ No

Please describe the applicant(s) character and stability, as you know them:

Reference's Signature

ACKNOWLEDGMENT AND AUTHORIZATION FOR BACKGROUND CHECK

I acknowledge receipt of the separate document entitled **DISCLOSURE REGARDING BACKGROUND INVESTIGATION and A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT** and certify that I have read and understand both of those documents. I hereby authorize the obtaining of "consumer reports" and/or "investigative consumer reports" by Southwest Property Management ("Employer") at any time after receipt of this authorization and throughout my employment, if applicable. To this end, I hereby authorize, without reservation, 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 by **Verified First, 1550 South Tech Lane, Suite 200, Meridian, Idaho 83642; Tel. # 1-888-670-9564; www.VerifiedFirst.com and/or Employer.** I agree that a facsimile ("fax"), electronic or photographic copy of this Authorization shall be as valid as the original.

New York applicants only: Upon request, you will be informed whether or not a consumer report was requested by the Employer, and if such report was requested, informed of the name and address of the consumer reporting agency that furnished the report. You have the right to inspect and receive a copy of any investigative consumer report requested by the Employer by contacting the consumer reporting agency identified above directly. By signing below, you acknowledge receipt of Article 23-A of the New York Correction Law.

New York City applicants only: You acknowledge and authorize the Employer to provide any notices required by federal, state or local law to you at the address(es) and/or email address(es) you provided to the Employer.

Washington State applicants only: You also have the right to request from the consumer reporting agency a written summary of your rights and remedies under the Washington Fair Credit Reporting Act.

Minnesota and Oklahoma applicants only: Please check this box if you would like to receive a copy of a consumer report if one is obtained by the Employer.

PLEASE COMPLETE ALL FIELDS BELOW

Last Name	First Name	Middle Name	<small>check box if no middle name</small> <input type="checkbox"/>
Social Security Number* <small>###-##-####</small>	Date of Birth* <small>month/date/year</small>	Email Address <small>required</small>	
Driver's License Number	Issuing State*	Former Names/Aliases <small>separate aliases with comma</small>	
CURRENT ADDRESS			FORMER EMPLOYER
Street	Apt/Unit	NOT APPLICABLE	N/A
City	State	Company	City, State
	Zip	N/A	N/A
		Position	Dates of Employment

*This information will be used for background screening purposes only and will not be used as hiring criteria.

Applicant Signature

Date

Sample documents should NOT be construed as legal advice, guidance or counsel. Employers should consult their own attorney about their compliance responsibilities under the FCRA and applicable state law. Verified First expressly disclaims any warranties or responsibility or damages associated with or arising out of information provided. Employers seeking credit reports must provide additional notices pursuant to state law.

DISCLOSURE REGARDING BACKGROUND INVESTIGATION

Employer ("the Company") may obtain information about you from a third party consumer reporting agency for employment purposes. Thus, you may be the subject of a "consumer report" which may include information about your character, general reputation, personal characteristics, and/or mode of living. These reports may contain information regarding your credit history, criminal history, social security verification, motor vehicle records ("driving records"), verification of your education or employment history, or other background checks.

You have the right, upon written request made within a reasonable time, to request whether a consumer report has been run about you and to request a copy of your report. These searches will be conducted by **Verified First, 1550 South Tech Lane, Suite 200, Meridian, Idaho 83642; Tel. # 888.670.9564; www.verifiedfirst.com**. The scope of this disclosure allows the Company to obtain consumer reports now and throughout the course of your employment for an employment purpose to the extent permitted by law.

Signature: _____ Date: _____

[End of Document]
p. 1 of 1

ACKNOWLEDGMENT AND AUTHORIZATION FOR BACKGROUND CHECK

I acknowledge receipt of the separate document entitled **DISCLOSURE REGARDING BACKGROUND INVESTIGATION** and **A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT** and certify that I have read and understand both of those documents. I hereby authorize the obtaining of "consumer reports" and/or "investigative consumer reports" by Southwest Property Management ("Employer") at any time after receipt of this authorization and throughout my employment, if applicable. To this end, I hereby authorize, without reservation, 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 by **Verified First, 1550 South Tech Lane, Suite 200, Meridian, Idaho 83642; Tel. # 1-888-670-9564; www.VerifiedFirst.com and/or Employer.** I agree that a facsimile ("fax"), electronic or photographic copy of this Authorization shall be as valid as the original.

New York applicants only: Upon request, you will be informed whether or not a consumer report was requested by the Employer, and if such report was requested, informed of the name and address of the consumer reporting agency that furnished the report. You have the right to inspect and receive a copy of any investigative consumer report requested by the Employer by contacting the consumer reporting agency identified above directly. By signing below, you acknowledge receipt of Article 23-A of the New York Correction Law.

New York City applicants only: You acknowledge and authorize the Employer to provide any notices required by federal, state or local law to you at the address(es) and/or email address(es) you provided to the Employer.

Washington State applicants only: You also have the right to request from the consumer reporting agency a written summary of your rights and remedies under the Washington Fair Credit Reporting Act.

Minnesota and Oklahoma applicants only: Please check this box if you would like to receive a copy of a consumer report if one is obtained by the Employer.

PLEASE COMPLETE ALL FIELDS BELOW

Last Name _____ First Name _____ Middle Name _____ check box if no middle name

Social Security Number* **###-##-####** _____ Date of Birth* month/date/year _____ Email Address required _____

Driver's License Number _____ Issuing State* _____ Former Names/Aliases separate aliases with comma _____

CURRENT ADDRESS

Street _____ Apt/Unit _____
 City _____ State _____ Zip _____

FORMER EMPLOYER

NOT APPLICABLE _____ N/A
 Company _____ City, State _____
 N/A _____ N/A
 Position _____ Dates of Employment _____

*This information will be used for background screening purposes only and will not be used as hiring criteria.

 Applicant Signature

 Date

Sample documents should NOT be construed as legal advice, guidance or counsel. Employers should consult their own attorney about their compliance responsibilities under the FCRA and applicable state law. Verified First expressly disclaims any warranties or responsibility or damages associated with or arising out of information provided. Employers seeking credit reports must provide additional notices pursuant to state law.

DISCLOSURE REGARDING BACKGROUND INVESTIGATION

Employer ("the Company") may obtain information about you from a third party consumer reporting agency for employment purposes. Thus, you may be the subject of a "consumer report" which may include information about your character, general reputation, personal characteristics, and/or mode of living. These reports may contain information regarding your credit history, criminal history, social security verification, motor vehicle records ("driving records"), verification of your education or employment history, or other background checks.

You have the right, upon written request made within a reasonable time, to request whether a consumer report has been run about you and to request a copy of your report. These searches will be conducted by **Verified First, 1550 South Tech Lane, Suite 200, Meridian, Idaho 83642; Tel. # 888.670.9564; www.verifiedfirst.com**. The scope of this disclosure allows the Company to obtain consumer reports now and throughout the course of your employment for an employment purpose to the extent permitted by law.

Signature: _____ Date: _____

[End of Document]
p. 1 of 1

APPLICANT COPY

A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT

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

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 the 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 www.consumerfinance.gov/learnmore 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 www.consumerfinance.gov/learnmore 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 from 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).
- **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 www.consumerfinance.gov/learnmore.

APPLICANT COPY

APPLICANT COPY

A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT

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
<p>1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates</p> <p>b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:</p>	<p>a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552</p> <p>b. Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357</p>
<p>2. To the extent not included in item 1 above:</p> <p>a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks</p> <p>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</p> <p>c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations</p> <p>d. Federal Credit Unions</p>	<p>a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050</p> <p>b. Federal Reserve Consumer Help Center P.O. Box. 1200 Minneapolis, MN 55480</p> <p>c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106</p> <p>d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314</p>
<p>3. Air carriers</p>	<p>Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590</p>
<p>4. Creditors Subject to the Surface Transportation Board</p>	<p>Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423</p>
<p>5. Creditors Subject to the Packers and Stockyards Act, 1921</p>	<p>Nearest Packers and Stockyards Administration area supervisor</p>
<p>6. Small Business Investment Companies</p>	<p>Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., 8th Floor Washington, DC 20416</p>
<p>7. Brokers and Dealers</p>	<p>Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549</p>
<p>8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations</p>	<p>Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090</p>
<p>9. Retailers, Finance Companies, and All Other Creditors Not Listed Above</p>	<p>FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357</p>

APPLICANT COPY

SUMMARY OF HOUSE RULES & REGULATIONS (Amended January 2017)

1. Common Elements and Limited Common elements (see Declaration of Condominium, page 22, paragraphs 15 to 15.3 and page 17, paragraph 12.2) The common elements and limited common elements shall be used only for the purpose for which they were intended in the furnishing of services and facilities for the enjoyment of the unit owners. No alterations, improvements, or additions to a unit or any limited common area to which an owner has exclusive right to use be made, constructed, erected or installed, except by majority vote of the Board of Directors after submitting plans and specifications for such work, except interior painting and carpeting.
2. Children under the age of twelve (12) shall be closely supervised by an adult while on the Condominium property in order to ensure that they do not disturb other residents of the Condominium. (per Declaration of Condominium, Sec. 9.6).
3. Common areas are not to be used for any activities that are disturbing to your neighbors.
4. Units may not be used for business use or for any commercial use whatsoever (Per Declaration of Condominium, Sec. 9.1).
5. 10 MPH speed limit is to be observed on the condominium property.
6. Insurance regulations require all stairways and walkways to be absolutely clear of any obstructions (Per Sec. 9.2 of the Declaration of Condominium).
7. No bicycles, tricycles, skateboards, wagons, or any other toys to be used on the walks and balconies.
8. The volume of televisions, radios, etc. must not disturb the quiet, comfort or repose of your neighbors. Please be considerate of your neighbors (Per Sec. 9.3 of the Declaration of Condominium).
9. Additional vegetative plantings on association grounds or property are not permitted. No resident shall prune any of the growth of the property (Per Sec. 12.2(b) of the Declaration of Condominium).
10. Window treatment must be in keeping with the attractive appearance of Mariner's Cove. Shades, blinds, or drapes are appropriate. Any window or door treatment that alters the appearance of the exterior of the building must be approved by the Board of Directors prior to installation.
11. Garbage not disposed of via the disposal should be put in a plastic bag, tied and placed in the dumpster. Other recyclables, like newspapers, cans and bottles shall be placed in properly labeled recycle containers.
12. Neither propane gas nor charcoal may be used for the grilling of food on any unit lanai. Operation of the above listed grills must take place no closer than 10 feet from any building. (Naples City Fire Ordinance).
13. Unit renovation, repairs, etc. involving noise-producing tools, i.e. saws, hammers, drills, etc. may only be conducted from 8:00 a.m. until 5:00 p.m., Monday through Saturday. There shall be an exception for any emergency repair.
14. **No individual will make any physical changes to the interior or exterior of a residence unless Board of Director permission has first been obtained in writing. It is mandatory that only Florida licensed and insured contractors are**

employed. Contractors may only perform work within their respective professions and licenses.

HOUSE GUESTS (In Owners Absence)

1. When absent from the premises, unit owners shall be required to furnish the name, address and age of persons who will be occupying their unit for a stated period of time. Written notice of this must be given to the Manager prior to their arrival. The Manager shall keep all such notices on file for future reference.
2. Guests and lessees must be provided with these Rules and Regulations and must abide by all (Per Sec. 9 of the Declaration of Condominium).
3. Unit owners will be held responsible for the conduct of their guests or lessees, and shall be held liable for violations of our documents committed by same. (Per Sec. 10.1 of the Declaration of Condominium).
4. The maximum number of persons permitted to reside in any unit is six at any one time.

SALES, RENTALS, AND SHORT-TERM LEASES

1. The sale, transfer, or lease of any unit is restricted and controlled by the Declaration of Condominium (Per Sec. 9.5, 11.1(b), 11.2(a)(2), 11.2(b)(2), and 11.3(b), of the Declaration of Condominium).
2. Prospective buyers and renters must fill out the proper application and must be approved by the Board before occupancy (Per Sec. 9.5, 11.1(b), 11.2(a)(2), 11.2(b)(2), and 11.3(b) of the Declaration of Condominium). **Buyers and renters must complete the necessary forms, but the responsibility for the proper and timely filing rests with the owner.**
3. After approval of an application, a unit owner may accept a contract on the sale, rental, or short-term lease of his/her unit. No unit owner shall lease for less than a 30 consecutive day period. February shall be considered a 30-day month. Maximum lease shall be for one year. The Board shall give notice of their approval or disapproval per the Articles of Incorporation of Mariner's Cove Condominium Association, Inc. and the Declaration of Condominium for Mariner's Cove, a Condominium. Owners are urged to study their Condominium Documents (Sec. 11.2(b)(2), 11.3(b), of the Declaration of Condominium and Sec. 3.2(g) of the Articles of Incorporation.
4. Mariner's Cove Association shall have the right to deny a lease application or renewal if all assessments, fines or other charges against the unit and/or unit owner have not been paid in full.

GENERAL

1. No more than six (6) persons shall occupy a unit on an overnight basis. Each unit shall be used for a single family residential purposes only.
2. No immoral, improper, offensive, or unlawful use shall be made of the Condominium property or any part of it. All valid laws, deed restrictions, zoning ordinances, and

regulations of all governmental bodies or area associations having jurisdiction shall be strictly observed (Per Sec. 9.4 of the Declaration of Condominium).

3. It is incumbent upon all owners and/or their agent to provide all tenants with a copy of these Rules and Regulations.

SIGNS

The placement of signs on the common elements, including all signs placed inside units that can be seen from the common elements, are strictly prohibited. These signs include, but are not limited to “For Sale” signs, and directional signs. Information signs directing people to an open house may however, be placed on the bulletin boards, and one sign, not to exceed four (4) feet square, may be placed in front of the building in which the open house is taking place, for a maximum of four (4) hours, two days per week.

PARKING

1. Only **two** (2) vehicles per unit may be parked on Mariners Cove property overnight. Each vehicle must be registered with the Association and display a current, valid Mariner’s Cove parking sticker (available from the maintenance manager) to be displayed on the lower driver’s side windshield.
2. Use the parking space assigned to your unit only. Additional parking spaces are identified as “visitor”.
3. Only vehicles of owners, renters or guests of owners or renters, currently residing in Mariners Cove, are to be parked in assigned parking spaces.
4. Parking is permitted only in marked parking areas. Violations are subject to be towed at owner’s expense after 48 hours of 1st notification of violation.
5. The following vehicles and equipment are prohibited from parking on Mariners Cove property:
 - a. Recreational vehicles, buses or motor homes
 - b. Boats of any size or design
 - c. Trailers (including boat, travel and camper trailers)
 - d. Commercial Vehicles and equipment, including but not limited to trucks exceeding ½ ton capacity, wreckers, vans or other vehicles or equipment with affixed (whether permanent or temporary) commercial accessories, advertising signs or business telephone numbers.
 - e. Untagged, un-licensed or inoperable motor vehicles.
Note: An overnight permit for certain of the above may be granted by a majority Board decision.
6. Two-wheeled vehicles, which are legally registered with the DMV, will be permitted on a case by case basis by the Board of Directors providing that:
 - a. The original factory installed exhaust system has not been altered or removed, increasing the noise produced by the engine exhaust.
 - b. The operator of the vehicle must possess a valid driver’s license with a motorized bike endorsement.

All other MCCA rules and regulations pertaining to automobiles shall also apply to all two wheeled motorized vehicles including, but not limited to, parking and parking

stickers, liability insurance and safe operation, speed limits and number of vehicles allowed per condo unit by the Association.

7. The parking lot wash area is for Mariners Cove residents use only and shall not be used for temporary parking day or night. Vehicles left in this area will be subject to removal at owner's expense without notification. Boats shall not be washed in the car wash area.
8. Only **two** vehicles per unit may be parked on Mariners Cove property. This does not include temporary guests or visitors.
9. Automobile covers are permitted.
10. Avoid unnecessary noise in the parking area, particularly early in the morning or late at night.
11. Please inform your guests, visitors or service personnel where to properly park.
12. Applications for Vehicle Parking and Boat Docking Permits are available from SCM (239-596-7200) or the MCCA maintenance manager.
13. Unit owners may permit other unit owners or renters to use their assigned parking space. A written agreement of such must be filed with the management office.
14. It is highly recommended that vehicles stored at Mariners Cove during off-season leave keys to permit removal due to an emergency or maintenance situation.
15. Bicycles must be parked in areas designated for bicycle parking and not on walkways or any other common element. Bicycles not used on a regular basis must be stored in the owners unit, i.e. off-season, or they will be subject to removal and disposal.
16. The Mariners Cove Condominium Association is not responsible for any vehicle, boat or bicycle being parked, stored or docked on any Mariners Cove property.

GARAGES (revised #2 March 2011)

1. A unit owner's garage is their sole and primary assigned parking space. Your tenants rent them with your unit and will be their primary parking spot as well.
2. Garages are to be used predominantly for the purpose of housing an auto, not primarily as a workshop and not as a place of business. Please keep your garage doors down when not in use.
3. Unit owner vehicles are allowed to occupy no more than one (1) visitor spot. If a garage owner has two vehicles on site, the second vehicle must be parked in their assigned spot, which is the garage.
4. Grilling is not allowed inside of a garage. Fire code requires a minimum distance of 10 feet from any structure on the property.
5. Garage owners are financially responsible for all interior contents and appurtenances, including but not limited to, ensuring the working order and repair of overhead garage doors, tracks, springs, motors, and all other interior elements of the garage unit.
6. The garages are a limited common element, which per our condo documents and Florida Statutes, subjects them to the same rules, regulations and stipulations that apply to all other MCCA limited common elements such as carports and storage units.

PETS

These are the Collier County Animal Control laws.

1. All dogs and cats must be licensed with Collier County and vaccinated for Rabies by the age of 3 months. This must be done yearly.
2. All licenses must be attached to the collar of the animal.
3. Dogs and cats are not allowed to snap, growl, jump up on, or otherwise threaten persons using the public right of ways.
4. Dogs and cats are not allowed to run loose; animals must be confined to your property and walked on a leash.
5. Dogs and cats are not allowed to create a sanitary nuisance. Pick up after your pets.
6. The Animal Control Department requests that all dogs and cats be spayed/neutered.

THE FOLLOWING ADDITIONAL RULES FOR PETS SHALL BE ENFORCED PER MARINER'S COVE DECLARATION, ARTICLE 9, SECTION 9.7.

1. Pet species shall be limited to a dog, cat, tropical fish or one canary-size bird (Per Sec. 9.7 of the Declaration of Condominium, Amended).
2. A maximum number of pets in a unit shall be one. Tropical fish are exempted.
3. A pet must not weigh over 35 lbs.
4. A veterinary report of current medical history of dogs and cats is required, which shall include the completion of tests and shots for contagious diseases in addition to rabies, such as Distemper and Heartworm. This information must be submitted to our representative property management company, along with a picture of your pet, prior to obtaining permission to harbor a pet.
5. Pets must not be left unattended or leashed in the yard or on the lanai.
6. Pets should be treated with a repellent for fleas and ticks.
7. Pets will only be allowed only after approved by the Mariners Cove Board of Directors.
8. Only **OWNERS** may harbor an approved pet.
9. Pets must be walked in the designated areas i.e. west of the parking area and along the main entrance driveway exclusively.
10. Pets are not allowed on any grassy area other than the main entrance and west of the main parking area.

MARINERS COVE POOL REGULATIONS

1. Pool hours are from 8:00am to dusk.
2. No lifeguard is on duty. Swimmers use pool at their own risk.
3. Pool is for use by residents only. Guests must be accompanied by a resident.
4. No animals or glassware allowed in the pool area at any time.
5. All children under twelve must be accompanied by an adult.
6. Proper bathing attire required. No cut-off jeans or shorts allowed.
7. All incontinent persons must wear undergarments designed to contain bodily wastes.
8. Radios, CD players and boom boxes must be used only with headphones.

9. Games involving running, shouting or any other objectionable behavior is prohibited.
11. Safety rope must not be removed from the pool.
12. Towels must be used to cover chair or chaise to protect from oils or lotions.
13. Pool capacity is limited to 15 persons. **No diving.**
14. Pool chairs, tables and chaise lounges must be returned to their proper locations after use.

MARINA RULES AND REGULATIONS

The main N-S dock walkway is a common element, as is the fishing pier. Finger docks are limited common elements and are assigned to unit owners as an appurtenance for which a unit owner has exclusive use. Dock assignments may not be changed without both affected unit owner's approval. Finger docks may not exceed a length of 28' or a width of 4'. Each dock assignee is entitled to half of the water distance between the current dock piling placements. Changes in current dock placement must be agreed to be neighboring dock assignees. Changes in basic dock construction or appearance shall be deemed a change in a limited common element. Each boat owner is responsible for the proper docking and tie-up of his boat. Docks may not be used except by a unit owner or lessee. Boats must be registered solely in the unit owner's or lessee's name.

1. All boats docked at Mariner's Cove must be registered with the Association and display a current, valid Mariner's Cove docking sticker (available from the maintenance manager) to be displayed on the lower driver's side windshield.
2. All dock areas are to be kept clear of gear and obstacles.
3. Boat owners are responsible for hoses being neatly stored on the finger docks.
4. No one may live aboard any boat docked at Mariners Cove. Discharging of waste into the water is not permitted.
5. Rubbish, bottles, cans, etc. must not be thrown overboard into marina waters. Trash cans have been placed on the access docks for disposal of debris.
6. Boats must be legally registered and kept in operating condition. Derelict boats will be removed at owner's expense from the Mariners Cove docks after 30 days notice by the Board of Directors.
7. There shall be no hosing-off boats from 9:00 p.m. to 6:00 a.m.
8. Boats shall be secured in such a manner as to keep noise at a minimum at all times.
9. No more than one boat per slip shall be allowed.
10. Use of dock electrical outlets shall be on a temporary basis only. Battery chargers, refrigerators, etc. are not to be plugged in for more than a 36 hour period per week. (Electrical fields caused by constant or intermittent flow of electricity may cause electrolysis of in-water metals on nearby boats).
11. Docks are to be maintained in a safe and useable state at all times. Maintenance costs are to be shared by both dock assignees. The Board of Directors, in its sole discretion, shall have the authority to determine when a dock is unsafe.

VIOLATION OF RULES AND/OR REGULATIONS

Each unit owner, each tenant and other invitee that is in violation of the Association's Rules and Regulations shall be subject to actions by the Association for damages or for injunctive relief, or both, or for the initiation of a Petition for Arbitration by the Association, pursuant to the Florida Condominium Act and the Declaration of Condominium. If the Association prevails in such action, a unit owner, his or her tenant and/or other invitee, may be responsible for the payment of the Association's costs and reasonable attorney's fees.

Mariner's Cove Condominium Association, Inc.

Window & Hurricane Specifications

(Added to Rules & Regulations as of 8-21-06)

Windows:

Replacement windows must meet or exceed current hurricane codes. Frames must be white in color, single hung or double hung, or side sliding.

Hurricane Shutters:

- A. For the lanai and any window facing the Gordon River, Hurricane Shutters will be white, horizontal roll-down, high impact tested interlocking slats to ensure protection from winds of at least 140 MPH. For other windows, white high impact tested storm panels with similar strength and appearance characteristics are required. Shutter storage box for roll-down shutters must be made of aluminum and painted white. All mounting hardware must be non-corrosive, and white if available. Roll-down shutters may be used in place of storm panels on windows with no outside walkway. Motorized shutters are permitted. Sample pictures of shutters and storm panels with manufacturer's specifications must accompany this Request Form to ensure uniformity of appearance.
- B. Lanai roll-down shutters will be mounted from inside the lanai over the top of the sliding door and/or small window. Window roll-down shutters will be installed from outside the unit.
- C. Sun shades do not meet new hurricane codes but will be allowed as long as they meet the other requirements and characteristics as noted above.
- D. All work must be permitted by City Engineering Dept. and comply in all respects with the building codes of the State of Florida, Collier County and City of Naples in effect on the day of installation.
- E. Installation company must be licensed, bonded and insured, and must provide written evidence with this Request Form.

Mariner's Cove Condominium Association, Inc.

Delinquent Assessment Payment Procedure

(Added to Rules and Regulations May 2010)

Applicability

This procedure is applicable to normal quarterly operating assessment payments and special assessment payments that may be passed by the Board from time to time.

Procedure

1. The Due Date for quarterly assessment fees is the 1st day of January, April, July and October. For special assessment fees, the Due Date will be specified in the special assessment notice.
2. If the fee is not paid on or before the 10th day after the Due Date, interest will be accrued, and charged, from the Due Date at the rate as provided by the association governing documents, which is 10% per year (10% annual – .833% monthly). A notice will be sent to the unit owner detailing these fees.
3. Lease applications for unit rentals will not be approved or renewed by the Board of Directors for all delinquent unit owners.
4. If payment is still not received 30 days after the Due Date, a Certified Collection Letter, including additional interest, will be sent to the unit owner giving him/her ten (10) days to bring the account current.
5. Once the ten (10) days has expired and payment has still not been received, the account is sent to our attorneys to start collection procedures. A thirty (30) day demand letter, including initial attorney's fees will be sent to the unit owner.
6. If payment is still not received after the 30 days, the Board may instruct its attorneys to file a lien on the owner's unit. All legal fees and other costs associated with the lien filing will be billed to the unit owner.
7. In extreme cases, the Board may instruct its attorneys to proceed with foreclosure procedures. Attorney's retainer fees and other costs required by these procedures will be billed to the unit owner.
8. Any additional provisions provided by Florida statute to assist in the collection of delinquent assessments will be exercised by the Board of Directors.

Note: If payment is made on a delinquent account and either the late fees or the interest is not paid, monies will first be applied to the late fees and interest and the remaining balance will be considered part of the assessment. This unpaid balance will continue to accrue interest and additional statements will be sent until the balance is paid.

**ADDITIONS TO MARINERS COVE CONDOMINIUM ASSOCIATION
RULES AND REGULATIONS PERTAINING TO GARAGES**

- 1) Garage doors will remain closed unless entering, exiting, or unloading a vehicle. In no case shall garage doors remain open for more than a period of 20 minutes.
- 2) Unit owner vehicles are allowed to occupy no more than one (1) visitor spot consecutively, i.e. *if a garage owner has two vehicles on site, the second vehicle must be parked in their assigned spot (the garage), which is the sole intended purpose of having a garage.*

**STIPULATION TO BE INCORPORATED BY THE ASSOCIATION
ATTORNEY IN THE FINAL DRAFT OF THE PREVIOUSLY APPROVED
GARAGE AMENDMENT**

- 1) Garage owners are solely and financially responsible for all interior contents and appurtenances, including, but not limited to, ensuring the working order and repair of overhead garage doors, tracks, springs, motors and all other interior elements of the garage.

**The garages are a limited common element, which, per our condo documents and Florida Statutes, subjects them to the same rules, regulations and stipulations that apply to all other Mariners Cove Condominium Association limited common elements such as carports and storage units.*

**Collier County
Tourist Tax Registration Application**

Please complete this form and return it to:

Larry H. Ray

Collier County Tax Collector

Attention: Tourist Tax

3291 East Tamiami Trail

Naples, FL. 34112-5758

Or you can email us at: TouristTax@colliertax.com

Or you can fax us at: 239-793-5595

When your application has been processed, an account number will be assigned. You will be notified via mail and/or email. If you have any questions please call the Tourist Tax staff at 239-252-8829

If you need a State Sales Tax application (6%) please call the local Florida Department of Revenue office at 239-348-7565. They will give you directions regarding their application process.

Owner or Business Name: _____

Federal Tax ID Number: _____
(For Businesses Only)

Owner's Email: _____

Owner's Mailing Address: _____

Owner's Telephone Number: _____

Owner's Cell Phone Number: _____

If you are using the Professional Services of a local realtor/agency please include their name and contact information here:

Name of Company and Agent: _____

Telephone Contact Number: _____ Advertising on Website: _____

Rental Property Address: _____

Owner's Telephone Number: _____

Total # of Units You Control: _____ Facility Type: _____

Signature _____ Date _____

By signing this form, I agree that my account number can be shared with the professional local Realtor/Agency mentioned above (if applicable).