

Instructions for the Lease Application Process

Rental Restrictions (Declaration of Condominium) - All leases must adhere to the restrictions set forth in article 15.3 and article 23.1 of the Carlyle Declaration of Condominium. A copy of the declaration may be obtained from SWFL CAM Services or may be downloaded from the lee county clerk of courts web site (www.leeclerk.org).

Step 1 - Carefully read, fill out and sign the Carlyle Condominium Lease Application Form enclosed with this packet. **Partially completed forms will NOT be accepted.** All applications must include the Lessee's:

- ☒ Phone Number
- ☒ Email Address
- ☒ Vehicle Information

Step 2 - Attach a copy of your lease agreement and renter application (if applicable) to the association's application form.

Step 3 - Carefully read and sign the Carlyle Condominium Addendum to Lease.

Step 4 - Read and initial the Carlyle Condominium Rules and Regulations where indicated. The initialed copy of the rules and regulations must be submitted with your application for lease.

Step 5 - Send the application documents and the application fee to the Carlyle Condominium Association c/o SWFL CAM Services by mail to (10231 Metro Parkway #204, Fort Myers, FL 33966) or by fax to 239-245-8302. Payments must be made by cashier's check or money order (no personal checks or credit cards).

The association will NOT accept applications that are partially completed or applications that do not include all of the following required documents.

- ☒ Carlyle Condominium Application Form
- ☒ Carlyle Condominium Application Addendum
- ☒ Initialed Copy of the Carlyle Condominium Rules and Regulations
- ☒ Copy of the owners signed lease agreement and application (if available)

Step 6 - Contact SWFL CAM Services at (239) 243-8700 to schedule an interview with one of the association's Board of Directors. All residents whether they are purchasing or leasing are required to participate in an interview. The purpose of the interview is to ensure that new residents are familiar with the communities governing documents and receive other important information about the community. **No Applications will be approved until the interview has been completed.**

Step 7 - If you are moving furniture or other large items into the unit, please call Realty Services Association Management at (239) 243-8700 to make arrangements for lining the elevator with protective pads. **A \$100 fine will be automatically levied against any owner whose tenant moves into the elevator without the use of the elevator pads.** Please do not leave moving boxes inside the trash area. Moving boxes should be broken down and placed inside one of the recycle containers inside the trash area.

The Carlysle Condominium Association, Inc.
C/O SWFL Cam Services LLC
10231 Metro Parkway Suite 204-Ft. Myers, FL 33966
239-243-8700 office * 239-245-8302 fax

Notice of Intent to Lease/Purchase-
Non Refundable Application Fee \$100per person/\$150 for
married couples

(Cash, cashier's check or money order ONLY, payable to SWFL Cam Services) One fee for married couples, separate fees for individual applicants over the age of 18. **Please provide photo ID.**

Unit Number/Address

Property Owner's Name & Phone #

This notice of intent to lease/purchase, a fully executed copy of the lease/sales agreement and a copy of the rules and regulations that has been initialed by the applicant(s) must be accompanied by cashier's check, cash or money order in the applicable amount made payable to SWFL Cam Services and mailed to Craig Valentine, C/O SWFL Cam Services at the above address. Please note:

- Leases of less than 30 days are prohibited (6 rentals maximum per year)
- Use of unit is limited to single family residency
- Occupation of the unit is limited to Lessee and his/her immediate family listed below
- Unit is to be occupied by no more than ___ persons
- Owners are allowed 2 small pets. Only 1 dog per unit not to exceed 25 lbs and 15" in height. No bully breeds- **veterinarian certification required** **No pets for renters or guests.**

THIS SECTION TO BE COMPLETED BY (OWNER) LESSOR/SELLER

For a lease, In compliance with the Declaration of Covenants and Restrictions of the Association names above, I (we) hereby serve notice, as Owner(s) or Agent of the above referenced unit, I (we) intend to offer said for lease in accordance with the attached lease agreement.

Unit is to be leased for the period beginning: _____ **and ending** _____. I (we) understand and hereby agree that I (we) am fully responsible for ensuring the lessee and their guests abide by the Association's Declaration of Covenants and Restrictions and Rules and Regulations. I further agree to provide said Lessee with copies of same. Please provide current contact information:

Owners Mailing address: _____ Phone #: _____

Please provide intended date of move-in/sale: _____

THIS SECTION TO BE COMPLETED BY LESSEE/PURCHASER

(partially completed forms will not be accepted)

In order for the Board of Directors of The Carlysle Condominium Association to facilitate consideration of this application for lease of the above designated unit, I (we) understand that any falsification or misrepresentation of the information contained herein will result in an automatic rejection of this application. By my (our) signature, I (we) consent to any and all types of inquiries concerning verification of this application and related background checks. Please be advised that sex offenders or convicted felons will not be approved. **I (we) have read and understand and will be bound by the Rules and Regulations of the above Association including those applicable to both the unit and common property.**

Name Lessee/Purchaser (1)

Name _____ Soc Sec# _____ DOB ____/____/____ Phone ____-____-____ Email _____

Present Address _____ Owned? _____ How Long? _____ Landlord Name/Phone# _____

Previous Address _____ Owned? _____ How Long? _____ Landlord Name/Phone# _____

Employer _____ Phone # _____

Name Lessee/Purchaser (2)

Name _____ Soc Sec# _____ DOB ____/____/____ Phone ____-____-____ Email _____

Present Address _____ Owned? _____ How Long? _____ Landlord Name/Phone# _____

Previous Address _____ Owned? _____ How Long? _____ Landlord Name/Phone# _____

Employer _____ Phone # _____

Additional Occupant _____ Relationship _____
Additional Occupant _____ Relationship _____
Additional Occupant _____ Relationship _____

Please provide two (2) personal references (local if possible)

Name _____ Address _____ Phone ____-____-_____
Name _____ Address _____ Phone ____-____-_____
Name _____ Address _____ Phone ____-____-_____

Please provide vehicle information

Color/Make _____ Model _____ Year _____ State/Tag # _____
Color/Make _____ Model _____ Year _____ State/Tag # _____
Color/Make _____ Model _____ Year _____ State/Tag # _____

Please provide emergency notification information:

Name _____ Relationship _____ Phone Numbers _____
Name _____ Relationship _____ Phone Numbers _____
Name _____ Relationship _____ Phone Numbers _____

I (we) understand that any violation of the terms, provisions, conditions and covenants of the
Carlisle Association Documents or Rules and Regulations provides cause for immediate
action as therein provided, or termination of the leasehold under appropriate circumstances.

Dated this _____ day of _____ 200__.

Signature: _____ Signature: _____
Lessee (1) Lessee (2)

THIS SECTION FOR ASSOCIATION USE ONLY

Processing fee received: \$ _____ Lease attached? YES ____ NO ____

Date of Interview: _____ Approved ____ Disapproved ____

By: _____ Date: _____ 200__.

Additional Comments: _____

CARLYSLE CONDOMINIUM ASSOCIATION, INC.
c/o SWFL CAM Services LLC.
10231 Metro Parkway Street
Ft. Myers, FL 33966
(239) 243-8700

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ADDENDUM TO LEASE

UNIT ADDRESS

PURSUANT TO THE JULY 1, 2010 CHANGE IN CHAPTER 718 FLORIDA STATUTES, IT IS HEREBY AGREED UPON, BY THE OWNER AND LESSEE, THAT IN THE CASE WHEREIN THE OWNER HAS FAILED TO MEET THE OBLIGATION OF MONTHLY ASSESSMENTS OR SPECIAL ASSESSMENTS DUE TO THE CARLYSLE CONDOMINIUM ASSOCIATION, AND IS PAST DUE A MINIMUM OF 90 DAYS, THE LESSEE OF THE UNIT WILL MAKE THE FULL RENTAL PAYMENT (NORMALLY DUE TO THE OWNER) TO THE CARLSYLE CONDOMINIUM ASSOCIATION.

THIS RENT PAYMENT WILL BE APPLIED TO THE CURRENT ASSESSMENT DUE, PLUS LATE FEES AND INTEREST. RENTAL PAYMENTS WILL CONTINUE TO BE MADE TO THE ASSOCIATION UNTIL SUCH TIME AS THE ACCOUNT OF THE OWNER IS CURRENT. THE LESSEE WILL BE NOTIFIED IN WRITING IF THEY WILL BE REQUIRED TO RENDER THEIR MONTHLY RENT TO THE ASSOCIATION DIRECTLY. FAILURE TO MAKE THE FULL MONTHLY PAYMENTS DIRECTLY TO THE ASSOCIATION WILL RESULT IN THE TERMINATION OF THE LEASE AND EVICTION. BE ADVISED THAT THE OWNER OF THE UNIT (LESSOR) WILL CONTINUE TO BE REQUIRED TO MEET HIS/HER OBLIGATIONS TO THE TENANT UNDER THE FLORIDA TENANT/LANDLORD STATUTES (CHAPTER 83).

(Owner/Lessor)

(Lessee)

(Association Agent/Member)

(Must be completed for all rentals)

RULES AND REGULATIONS
FOR
THE CARLYSLE CONDOMINIUM, INC.

The following Rules and Regulations of the Association are a list of certain reasonable restrictions and requirements for the use, maintenance and appearance of the condominium property and any land or recreational facilities subject to Association jurisdiction. Residents will also ensure that their guests comply with the Rules and Regulations. Please remember to always be kind to your neighbor.

GENERAL PROVISIONS

- x. ___ 1. Pets: Unit owners are allowed two (2) small pets one of which may be a dog no more than fifteen (15) inches in height and weighing less than twenty five (25) pounds at full maturity. Unit owners may have no more than one (1) dog per unit. **No guest, tenant or lessee may bring any animal whatsoever onto Carlysle Property.** Pets must be walked by owners (no children) with visible pick up bag in hand and must be on a leash and fully controlled at all times. All pets must be approved by the board of directors. All pets must be fully certified with veterinarian papers (shots, vaccination, photos etc.) in order to obtain board approval. If any pet becomes a nuisance in the opinion of the majority of the board, then the owner shall be notified in writing and be required to immediately remove said pet from the condominium property. Pets may only be walked on the rear sidewalk area behind the buildings. Pets may not be walked in parking areas. Any damages caused by pets will be charged to the unit owner.
2. Children: Children may occupy units provided, however, that children shall be closely supervised at all times by an adult to ensure that they do not become a nuisance to other residents of the condominium. All persons, including residents, tenants and guests, under the age of twelve (12) must be attended by an adult while they are in the common areas. Riding of skateboards and scooters is prohibited at the Carlysle.
3. Walk ways and stairwells: No personal articles or trash shall be allowed to stand in any common areas including stairwells and parking and pool areas. A standard door mat shall be permitted at the entry of a unit. Shoes, chairs and any other articles are not permitted to be left outside the door. Smoking is prohibited in the common areas.
- x. ___ 4. Bikes: Bike racks may not be used for long term storage of bikes. Bike racks may only be used for occupants in residence who are actively using their bikes. The owners unit number must be displayed on any bike that is kept in the bike rack. Abandoned bikes will be removed from the property. Bike rack space is available on a first come first serve basis. When the rack is full, bikes must be stored in the unit. Bikes may not be chained to rails, trees, pipes or building structures.
5. Exteriors: The exterior of a unit and all other areas appurtenant to a unit shall not be painted decorated or modified by any unit owner without the consent of the Board. Satellite dishes are prohibited on the premises. Terraces are to be used for quiet enjoyment of the residents

and are subject to the rules and regulation of quiet time between 10 pm and 8 am.

- x. ___ 6. Nuisance: No unit owner shall make or permit any noise that will disturb or annoy the occupants of any other units or permit anything to be done which will interfere with the rights, comfort and enjoyment or convenience of other owners. This would include but not be limited to loud music, loud voices, careless and excessive use of high impact sliding doors, pounding on walls, scraping of furniture without felt pads on tile or high impact noise on floors, loud noise from lanais or barking of a dog. This is especially critical during the quiet hours of 10:00 pm to 8:00am. The following describes common sources of disturbances at the Carlyle and guidelines for conduct. Whether a resident chooses to follow these guidelines or not, all residents shall be held responsible for any noise that becomes a disturbance or annoyance to the occupants of any other unit.

Watching television or listening to music in the living room or master bedroom while the windows and/or lanai doors are open is a common source of disturbance to others. The sound is amplified by the lanai before it travels to the neighboring units. Residents are encouraged to keep these windows and doors closed to mitigate the sound coming from your television or sound system. Residents shall at all times be responsible to keep the volume of their televisions or sound systems at a level that does not create a disturbance to others.

The noise created from opening and closing the high impact sliding doors is another common source of disturbance. This is easily mitigated if residents take care to open and close the doors SOFTLY at all times. In order to respect the quiet hours of 10:00 PM to 8:00 AM, when many of the residents are sleeping, residents should use every effort to refrain from opening and closing these doors.

Residents are also discouraged from engaging in any type of activity on the Lanai, including loud conversations, that would create a disturbance to others.

7. Floor coverings: All furniture will be required to have felt pads or area rugs to serve as underlayment and to protect the unit below from noise transmission. Unit owners may not install new flooring of any type without first obtaining approval from the Board of Directors. All flooring must be installed with a sound absorbing underlayment material that is acceptable to the Board. Owners will be held responsible for high impact noise transferring to other units and will be subject to Board review of complaint. Owners must remedy the problem immediately.
8. Absentee owner: Each unit owner who plans to be absent from his unit during hurricane season for more than forty eight (48) hours must prepare the unit before departure by removing all objects from balcony and designate a firm or individual to care for the unit should any damage occur. Owners should turn off their water if leaving for long periods of time.
9. Trash receptacle: No unit owner shall place or dump garbage, trash or refuse in breezeways. All garbage must be placed in trash facility. No dangerous chemicals shall be permitted. Large items are not to be disposed in the trash facility. Please follow specific instructions posted at the trash receptacle for disposal of large items. Always keep door on trash container closed.

10. Water closets: Other than water apparatus in the units or upon the common areas shall not be used for purpose other than those for which they are constructed. Any damage resulting from this will be paid for by the unit owner.
11. Elevators: Use of elevators for purposes of moving must accompany the use of elevator pads. Arrangements can be made by the association manager before moving in or out. Smoking is prohibited in the elevators.
12. Agents of the association or any contractor authorized by the association may enter a unit at a reasonable hour and may be approved by the Board if work in the unit is permitted. Any damage caused to the property by a contractor will be charged to the owner. Flammable liquids are not allowed in units.
13. No owner shall be allowed to put his mail receptacle name or street address on any portion of unit. For sale/rent signs will not be permitted in windows. Lock boxes will be permitted on doors.
14. There shall be a lock out charge if the Association is requested to furnish keys for access to a unit if owner has locked himself out. Each unit owner will be held responsible for the actions of family members or guests residing in the unit. The running of a commercial business with employees and inventory is prohibited.
- x. ___ 15. Grill: Grilling is only allowed at the pool facility. Resident using grill will be responsible for cleaning of area, closing top of grill and shutting off gas after each use. Empty gas container is to be reported to the association manager. Food and alcohol will only be permitted for special events by Board approval.
- x. ___ 16. Parking and Automobiles: Garage parking is limited to one (1) space per unit which is located in the building in which the resident resides. Residents may only park in the space that has been assigned to their unit by the Board of Directors. Any vehicle that is parked in another resident's assigned space shall be towed at the owner's expense.

Any vehicle parked squarely in an underground space that does not leave adequate space for owners of adjacent vehicles to comfortably get in and out of their vehicles or because of its length encroaches into the main drive, therefore, creating a hindrance to other vehicles trying to enter and exit their space will be considered an oversized vehicle. Oversized vehicles must be parked in the outdoor parking area. Any vehicle that is greater than 17.5 feet in length must be parked in outdoor spaces designated for Large Vehicles.

Any vehicle with fluid leaks must be immediately removed from all parking areas and will not be allowed on the premises. Vehicles must be fully operable and in good repair. This includes such items as hubcaps, grills, doors, fenders, tail lights etc. Any damage to parking lot will be billed to unit owner. No repairs or car washing on premises. Overnight parking of commercial vehicles is prohibited unless performing a business operation for a limited time for a resident or the Association.

17. Windows: Coverings and appearance of windows shall be neutral to convey uniformity from the exterior of the building, neutral being white, beige, or brown. No reflective film covering may be installed. All blinds to be kept in good repair and must be uniform in color. Window shades may not be hung over lanai screens. To screen light coming through the lanai, window coverings must be installed on the inside of the sliding glass doors. The beige Typhoon Armor hurricane shutter from Sentinal Storm Protection (239) 936-9697 is the only approved hurricane shutter for the Carlyle. Owners must submit an architectural review form to the management company to obtain approval for the installation of hurricane shutters.
- x. ___ 18. Pool rules: Use of the swimming pool is restricted to unit owners or tenants and their guests. Guests are limited to (4) and must be accompanied by the owner or tenant. Resident's and their guests must comply with the following rules and any other rules that may be posted in the pool area:
- No loud music or noise.
 - No smoking.
 - No food or beverage is allowed inside the pool or on the wet deck.
 - No glass or animals inside the fenced in pool area.
 - No personal items are to be left in the pool area.
 - Residents are responsible for cleaning up after themselves. This includes disposing of trash and returning loungers, chairs and tables to their proper

Violators will receive the maximum fine allowed by the community's governing documents and the Florida Condominium Act.

- x. ___ 19. Board of Directors: Applications for purchase or lease must be approved by the Board of Directors. A criminal background check will be performed for all applicants 18 years of age and older. No unit will house a person unless his or her name is on the lease. Any applicant convicted of a felony or sex offense will be automatically denied. All applicants must be interviewed by the management company and at least one Board Member before they can be approved. The board will notify the unit owner of approval or denial within seven (7) business days of completing the required interviews. Any current tenant violating the Carlyle rules will deem his lease invalid and will be subject to eviction. Approvals for lease are required to be renewed at end of the lease term. The Board shall have the authority to deny the renewal of a lease due to complaints by other homeowners. Units may only be leased 6 times per year with a minimum of thirty (30) days.
20. Complaints and Violations: Complaints of any type should be directed to the association manager by phone, email or U.S. mail immediately after noticing the issue. Waiting to report a problem will only cause delay in the resolution. Unit owners will receive written notification of violations of the condominiums governing documents or rules and regulations. The unit owner, their tenants or guests will have seven (7) days to voluntarily correct the violation. If not remedied the unit owner may be fined \$100 per day for a continuing violation up to a maximum of \$1,000 as allowed by Florida Law. Unit owners will receive a fourteen (14) day notice of fines and their right to a hearing. At the hearing the unit owner shall have a reasonable opportunity to respond to the charges. The hearing shall be conducted before a violation committee consisting of three (3) residential owners appointed by the Board, none of whom may then be serving as Directors or officers, or who are employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee. If the committee, by majority vote, does not agree with the proposed

fine, it may not be levied or imposed. If the committee agrees with the proposed fine the Board of Directors shall impose the fine.

21. Rules and regulations may be changed from time to time by a simple majority vote of the Board of Directors.

HARD SURFACE FLOOR UNDERLAYMENT POLICY

Unit owners may not install hard surface flooring in their units without first obtaining approval from the Board of Directors for the underlayment. All hard surface floors must be placed over a resilient sound absorbing underlayment of material acceptable to the Association. Specifications for underlayment that will be acceptable to the Board of Directors is as follows:

The underlayment must have an ATSM rating that was achieved through testing conducted on 8" slab concrete overlaid by ceramic tile, wood or other hard surface.

Units located on the second floor may install Pro-Flex RC-250 (1/4") underlayment or its equivalent as follows:

1. The STC Rating for the underlayment tested on these conditions must be a minimum of 56.
2. The IIC Rating for the underlayment tested under these conditions must be a minimum of 54.

Units located on the third floor or higher may install Pro-Flex RC-500 (1/2") underlayment or its equivalent as follows:

1. The STC Rating for the underlayment tested on these conditions must be a minimum of 58.
2. The IIC Rating for the underlayment tested under these conditions must be a minimum of 56