

CARDINAL MANAGEMENT GROUP of Florida

Guide to Completing the LEASE/PURCHASE Application

Information To Be Aware of - Please Read Carefully.

This application is to be completed by the owner(s) and purchaser(s) or the owner(s) and lessee(s). If utilizing a real-estate/rental agent, **the unit owners are still required to sign application**, or provide a signed Power of Attorney authorizing agent to sign on owners' behalf. All parties **MUST** sign the application. **There are no exceptions to this requirement.** Applications will be returned and **processing delayed** if missing any signatures.

This application must be submitted to Cardinal Management Group of Florida, Inc. (CMG) and supported with **a copy of the executed purchase or lease agreement signed by all parties; along with a one hundred dollar (\$100.00) non-refundable processing fee**, made payable to **Cardinal Management Group of Florida, Inc.** There may also be additional fees.

Contact CMG at (239) 774-0723 or cardinal@cmgflorida.com for further direction.

General Requirements/Information

Units may not be leased for a period of less than thirty (30) days. Units may be leased for a maximum of three (3) times per calendar year. Additionally, all Association units are designated as single-family residences only, and must be leased and / or utilized as such. All annual rental renewals must be submitted no less than twenty (20) days in advance of the lease renewal date for the Association's review and approval.

Information collected will be used to perform an international background and/or credit check of the applicants. This information is utilized by the Association to determine eligibility for approval.

Application Processing

Application processing times vary, but can take up to 20 days to obtain approval once your **completed application** is received. A **completed application** includes **ALL** information listed under the **"mandatory requirements"** portion of this cover sheet.

If submitting the completed application less than twenty (20) calendar days prior to your closing/lease start date (target date), include the applicable "late" fee listed below in addition to your \$100 application fee. If target date changes after the application has been submitted, late fees may apply. **The twenty (20) day count down starts on the date that the application is received complete (as defined above).**

- If target date is **15-20 days** from date of the submission of a complete application, include a **\$40.00** "late" fee.
- If target date is **7-14 days** include a **\$50.00** "late" fee.
- If an application is submitted complete **within 1-6 days or after** the target date, include a **\$100** "late" fee.

Mandatory Requirements

The omission of the information listed below **will** result in your application being rejected and returned to you. This will delay the processing of your application and may result in the processing time extending beyond your closing/lease start date.

DO NOT LEAVE ANY FIELDS BLANK. IF NOT APPLICABLE, ENTER "N/A".

- A copy of the purchase or lease agreement signed by all relevant parties.
 - A copy of the Rules and Regulations signed by all relevant parties.
 - A one hundred dollar (\$100.00) non-refundable processing fee made payable to Cardinal Management Group of Florida, Inc. and any applicable late fees.
 - **For purchases**, an estoppel must be ordered from www.cmgflorida.com under the "order resale documents" link (this must be done by the closing agent or title company)
 - A copy of current driver's license or passport
 - Full legal name and date of birth are required for all applicants.
 - Driver's License number(s) are required.
 - Social Security Number(s) are required for annual leases only. If you are a citizen of another country, please provide your passport number in lieu of social security numbers.
 - **At least** one phone number at which the applicant may be reached.
 - Applicants' current address.
 - Names and relationship of **ANY/ALL** persons who will be staying in the unit on a regular basis. If none, enter **"NONE"**. **DONOT LEAVETHIS FIELD BLANK.**
 - Make, model, year, **AND** tag number of all vehicles that will enter upon the association property.
 - If a rental car will be used, this field **MUST** be filled in with the word **"Rental"**. **DONOT LEAVETHIS FIELD BLANK.**
 - Specify all pets to be kept in the Unit. If a dog, include breed and weight. If no pets will be in the unit, enter **"None"**. **DONOT LEAVETHIS FIELD BLANK.**
 - Complete applicable section **"ForPurchasersOnly"** or **"ForLesseesOnly"**.
 - Note all locations where a signature is required and sign accordingly.
- DO NOT LEAVE ANY FIELDS BLANK. IF NOT APPLICABLE, ENTER "N/A".**



CARDINAL MANAGEMENT GROUP of Florida, Inc.

MARBELLA AT SPANISH WELLS III CONDOMINIUM ASSOCIATION, INC.

C/O CARDINAL MANAGEMENT GROUP OF FLORIDA
4670 CARDINAL WAY, SUITE 302, NAPLES, FLORIDA 34112
PHONE (239) 774-0723 FAX (239) 775-0723

APPLICATION FOR APPROVAL TO PURCHASE OR LEASE A CONDOMINIUM UNIT

INSTRUCTIONS:

REVISED 09/18/18

This application is to be completed by the owner(s) and purchaser(s) or lessee(s).

This application must be submitted to the Association's Manager at least thirty (30) days prior to closing or lease start date and must be supported with:

- A copy of the purchase or lease agreement signed by all relevant parties;
- A signed copy of the Rules and Regulations by all relevant parties; and
- A non-refundable processing fee in the amount of one hundred dollars (\$100.00), made payable to Cardinal Management Group of Florida, Inc. as well as any applicable late fees as noted in the cover sheet.
- A copy of current driver's license for US citizens or a copy of passports for non-US citizens
- For purchases, a working capital contribution in the amount of five hundred dollars (\$500.00), made payable to Marbella at Spanish Wells Homeowners Association, Inc. This can be collected at closing.

Note that units may not be leased for a period of less than thirty (30) days. Additionally note that all Association units are designated as single-family residences only, and must be leased and / or utilized as such.

All annual rental renewals must be submitted no less than twenty (20) days in advance of the lease renewal date for the Association's review and approval to renew.

I Hereby Apply for Approval To... (check one):

[] ...purchase(address) _____ # _____, and for membership in the Association.

Tentative Closing Date: _____

[] ...lease(address) _____ # _____ in the Marbella III community for a period beginning on: (month / day) _____, (year) _____, and ending on: (month / day) _____, (year) _____.

[] I AM [] I AM NOT currently serving as a member of the United States Armed Forces on active duty or state active duty or a member of the Florida National Guard/United States Reserve Forces.

1. Current Unit Owner's Name(s): _____

Telephone (home): _____ **Telephone (other):** _____

Email: _____

2. Full name of Applicant: _____

Driver's License Number and State: _____

Social Security No. (Annual leases only): _____

Date of Birth: ____ / ____ / ____ **Telephone (home):** _____

Email: _____ **Telephone (other):** _____

3. Full name of Co-Applicant / Spouse: _____

Driver's License Number and State: _____

Social Security No. (Annual leases only): _____

Date of Birth: ____ / ____ / ____ **Telephone (home):** _____

Email: _____ **Telephone (other):** _____

4. Applicant's Current Street Address: _____

City / State: _____ **Zip Code:** _____

How Long at This Address? _____

5. Mailing Address (if different than above): _____

City / State: _____ **Zip Code:** _____

6. Two Personal References (preferably local):

(#1) **Name:** _____ **Street Address:** _____

City / State: _____ **Zip Code:** _____

Telephone (home): _____ **Telephone (other):** _____

(#2) **Name:** _____ **Street Address:** _____

City / State: _____ **Zip Code:** _____

Telephone (home): _____ **Telephone (other):** _____

7. Person(s) to be notified in an emergency: _____

Telephone (home): _____ **Telephone (other):** _____

8. Other Family Members to Occupy the Unit: For annual leases, all occupants 18 years of age or older must provide their date of birth and Social Security Number for background check purposes.

<u>Name</u>	<u>Relationship</u>	<u>Age:</u>	<u>Date of Birth</u>	<u>Social Security No.</u> (If applicable)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

9. Specify All Vehicles to be Stored on the Premises:

(please note trucks are not allowed, unless parked in the garage at ALL times)

Make _____ **Model** _____ **Tag No.** _____ **Year** _____ **State** _____

Make _____ **Model** _____ **Tag No.** _____ **Year** _____ **State** _____

10. Specify the type, size, and weight of pets to be kept in the unit:

(A maximum of 2 domesticated dogs, cats or caged birds are permitted. A Pet Registration Form must be completed for approval)

FOR PURCHASERS ONLY:

Identify Mortgagees, if Any: _____

Street Address: _____ **City / State:** _____ **Zip Code:** _____

Intended Use of Unit (check one):

☐ full-time residence ☐ part-time residence ☐ lease to others

FOR LESSEES ONLY:

Identify Current / Most Recent Landlord (if applicable):

Full Name: _____ **Telephone:** _____

Street Address: _____ **City / State:** _____ **Zip Code:** _____

Duration of Most Recent Rental: _____

Prior Address: _____ **City / State:** _____ **Zip Code:** _____

Have You Ever Been Evicted or Asked to Vacate a Property that You Rented? _____

If So, Why? _____

Where? _____ **When?** _____

APPLICANT'S AFFIDAVIT:

"I am familiar with and agree to abide by the Association's Declaration of Condominium, the By-laws, the published Rules and Regulations, and the Marbella Declaration and Recreational Property Rules and Regulations. If this transaction is a lease, I understand and agree that the Association, in the event that my lease is approved, is authorized as the owner's agent with full authority and power to take whatever action may be necessary, including eviction, to prevent violation by lessees and guests of the provisions contained in the above documents. I represent that the information stated is factual and correct and I agree that any misrepresentation in this application will justify its disapproval. Additionally, I do consent to any further inquiries concerning this application and the references given below, as well as an investigation into my background and that of the 'other occupants' listed above. If this application is for a unit purchase, I agree to be available for an interview with the designated representatives of the Association."

Applicant (sign): _____ **Date:** _____ / _____ / _____

Co-Applicant (sign): _____ **Date:** _____ / _____ / _____

CONDOMINIUM OWNER'S AFFIDAVIT:

"I have verified the accuracy of the above information, verified the identities of the prospective tenants and do certify that I have reviewed all rules and regulations of the Association, and the Foundation with them. I accept personal responsibility for follow-up with the tenants regarding violations or complaints."

Owner (sign): _____ **Date:** _____ / _____ / _____

Co-Owner (sign): _____ **Date:** _____ / _____ / _____

RENTAL AGENT OR COMPANY AFFIDAVIT:

"As the rental agent for the unit owner, the undersigned agrees to be responsible for the immediate correction or prevention of any violations by the tenants of the restrictive covenants or rules applicable to the Condominium, including termination of the lease and removal of the tenant."

Rental Agent (sign): _____ **Date:** _____ / _____ / _____

Rental Agent Name: _____ **Telephone:** _____

Email Address: _____

THE FOLLOWING FIELDS ARE FOR OFFICE USE ONLY

For unit purchasers only...

Interviewed by: _____

Interview date: _____

This application is...

approved _____ denied _____ on date: _____

... on behalf of the Marbella III Condominium Association, by: _____,

Title _____, on date: _____

I, my heirs, assigns and legal representatives, hereby release and fully discharge Cardinal Management Group of Florida, Inc. (the "The Company"), its parent and affiliated companies and the respective officers, directors, shareholders, employees, agents of each, including subcontractors, from any and all claims, monetary or otherwise, that I may have against The Company, its parent, affiliates or subcontractors, arising out of the making, or use of, either a consumer report and/or investigative report, including any errors or omissions contained or omitted from such reports or investigations.

++++
**PLEASE RETURN A COPY OF THIS PAGE WHEN YOU SUBMIT
YOUR APPLICATION, CONTRACT, AND FEES! *DO NOT OMIT!***
++++

PLEASE NOTE AN ABBREVIATED QUICK REFERENCE OF THE ASSOCIATIONS GOVERNING
DOCUMENTS IS ATTACHED. PLEASE REFER TO THE FULL SET OF DOCUMENTS FOR ALL OTHER
USE RESTRICTIONS

**MARBELLA AT SPANISH WELLS III ABBREVIATED RULES AND REGULATIONS
(ATTACHMENT TO SALES/LEASE APPLICATION)**

PLEASE READ THE FOLLOWING STATEMENTS CAREFULLY:

I/we hereby agree for myself and on behalf of all persons who may use the residence which I/we seek to lease/purchase:

I/we will abide by all of the restrictions contained in Marbella III (Marbella) Condominium Declaration, By-Laws, Articles of Incorporation, Rules and Regulations, and restrictions which exist now or may in the future be, imposed by Marbella.

I/we understand that the subleasing or unregistered occupancy of this residence in my absence is strictly prohibited.

I/we understand that we must be present when any guests, visitors, or children who are not permanent residents visit and are responsible for ensuring that they abide by the Rules and Regulations for Marbella.

I/we understand that any violation of the terms, provisions, conditions and covenants of the Marbella III documents and/or the Marbella Homeowners Association (the Marbella "HOA") documents, provide cause for immediate action as therein provided or termination of the leasehold under appropriate circumstances.

In accordance with Marbella documents, should the condominium owner become delinquent in making his/her monthly condominium association dues, Marbella may make a written demand of the tenant to pay the future monetary obligations (rent) directly to the condominium association for the term of the lease unless and until the condominium owner becomes current with his/her condominium association dues.

MOTORCYCLES ARE NOT PERMITTED.

COMMERCIAL VEHICLES ARE PROHIBITED.

I/we understand that acceptance of the application is conditioned upon the truth and accuracy of the information recorded on in it and upon the approval of the Board of Directors (the "Board") of Marbella or the Marbella HOA. Occupancy prior to approval and the start date above is prohibited. Any misrepresentation of falsifications of information on these forms will result in the automatic rejection of this application and/or removal from the property.

I/we understand that the management company for Marbella will institute and investigation of my/our background as the Board deems necessary. Accordingly, I/we specifically authorize the property owner, their agent or Marbella to make such investigation and agree that the information contained in this shall be held harmless from any action or claim by me in connection here or with any investigation conducted by the owner.

In submitting the foregoing information and this application, I am aware that the decision of **Marbella** and/or the **Marbella HOA** will be final and no reason has to be given for any action by the Board. I agree to be governed by the determination of the Board.

(Owner sign here): _____ Date: _____
"I have read and confirm my understanding of the rules and regulations summarized above"

IT IS THE OWNERS' RESPONSIBILITY TO HAVE ALL FAMILY MEMBERS, GUESTS AND LESSEE'S FOLLOW THE ASSOCIATION'S RULES. HOMEOWNERS WILL BE HELD LIABLE FOR ANY FINES ASSESSED DUE TO VIOLATIONS.

Applicant: _____ **Date:** _____

Co-Applicant: _____ **Date:** _____

Pet Registration Form - Marbella at Spanish Wells III

Owner Information: *(Print)*

Name: _____

Marbella Address: _____

Phone Number: _____

E-mail Address: _____

Pet Registration Tag Number: _____

Pet Name: _____

Veterinarian Information: *(Print)* to be completed by Veterinarian

Name: _____

Address: _____

Contact Phone Number: _____

Pet Information: *(Print)*

Breed: _____ Color: _____

Age: _____ Weight: _____

State/City Required Shots: *List shots, and Date of shots.*

_____	Date: _____
_____	Date: _____
_____	Date: _____
_____	Date: _____
_____	Date: _____
_____	Date: _____

Veterinarian Signature: _____ Date: _____

Owner Signature: _____ Date: _____

Failure to provide this information will result in a fine(s), and/or the removal of the pet.

Revised 10/18/2016

Marbella at Spanish Wells III Condominium Association Inc.

Rules and Regulations

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1. Authority

- A. All unit owners, in addition to any other obligation, duty right and limitation imposed upon them by the Declaration, the Articles of Incorporation and the By-Laws of the Marbella at Spanish Wells III Condominium Association

Inc. (the "Association") and by the Declaration, the Articles of Incorporation and the By-Laws of the Marbella Home Owners Association (the "HOA") and the Condominium Act (as amended), shall be subject to and agree to abide by the following Rules and Regulations (as may be amended) , which shall be applicable to all unit owners, their families, guests, invitees, tenants and lessees.

- B. These Rules and Regulations may be revised by the Board of Directors (the "Board") of the Association as necessary, to better serve the membership.

2. Monthly Maintenance Fees

- A. All unit owners will be required to pay their respective HOA and Association maintenance fees to the management company on a timely basis. The maintenance fees are due on the first (1st) day of every month and will be considered delinquent if the management company has not received the payments by the tenth (10th) day of every month; however if the tenth (10th) day of the month falls on a weekend, then the payment will be due by the next business day.
- B. Delinquent assessments shall bear interest at 18% and the Board may levy a late fee in an amount not to exceed the greater of 5% of the delinquent installment or \$25.00

3. Parking

The following restrictions are to be enforced 24 hours a day.

- A. No vehicle shall be parked in any street between the hours of 11pm and 6am. All vehicles must be parked in garages, driveways or in designated parking spaces during this period.
- B. Parking or driving on any lawn is strictly prohibited. Any damage to the lawn or irrigation system due to parking violations by an owner, guest, tenant, visitor, etc. shall be the responsibility of the owner and all repair expenses shall be paid for by the owner.
- C. All vehicles parked within the property must be in good working condition and be insured according to the minimum requirements by state and local authorities. Any vehicle not adhering to these standards shall not remain on the property for more than 24 hours.
- D. All vehicles must have a current and valid license plate affixed to the vehicle.

- E. No vehicle repairs are permitted in the common parking areas so as to be visible by any passers-by. This does not apply to any vehicle parked inside a garage unit.
- F. All vehicles must have either a current gate pass barcode, obtainable from the Spanish Wells Condominium Association ("SWCA"), affixed to the vehicle window or have a current visitor pass prominently displayed in the front windshield area.
- G. Any vehicle in violation of these parking regulations may be towed by the Association at the sole expense of the owner of the vehicle if the vehicle has been in violation for more than 24 hours after a notice of violation has been affixed to the vehicle.
- H. Carports are not garages and can only be used for vehicle parking.

4. Allowable Vehicles

In general, only passenger vehicles shall be parked in the common areas.

- A. No RV's, campers, boats, commercial vehicles or vehicles with any type of commercial lettering or signage are allowed in driveways or the common parking areas. This is not meant to prohibit valid delivery and service vehicles from being used to perform services for unit owners. A vehicle will be deemed commercial if commercial lettering or signage is painted or affixed to the vehicle or if commercial equipment is placed upon the vehicle, or if the vehicle is used for purposes other than as a private passenger vehicle.
- B. Boats, personal watercraft, *motorcycles*, *motor scooters*, or *golf carts* cannot be parked so as to be visible by passers-by.

5. Garage Doors

- A. Garage doors should remain closed when access to the garage area is not required. This is not only good for the community standards but can create a security hazard when not followed. Owners and occupants are required to close all garage doors at night prior to retiring for the evening.
- B. No garage will be permanently enclosed so as to make a garage unusable by an automobile. No portion of a garage originally intended for the parking of a vehicle shall be converted into a living space.
- C. No property shall be stored in a garage that will cause a vehicle to be parked in the unassigned spaces instead of the garage itself.

6. Garbage and Trash Disposal

- A. All trash must be disposed of into the containers provided by the Association or the trash collection provider.
- B. Where trash pickup is provided for individual unit owners, no trash container will be placed on the curbside before 5pm of the day prior to trash collection day. All trash containers shall be removed from the street pickup area by the end of pickup day. No container shall be visible by passers-by after the pickup day is complete.
- C. Where trash dumpsters are provided, all trash must be placed inside the dumpster. No trash can be left on the outside of the dumpster area or alongside the dumpster behind the fencing.
- D. If articles of trash cannot fit into a collection container or dumpster, special pickup service must be arranged by the unit owner by calling the property management company. Until the time that the pickup occurs, the articles in question shall remain out of sight of any passers-by. The unit arranging the pickup will be charged the appropriate rate for the pickup.
- E. All recyclables must fit into the recyclable pickup containers and be placed according to the instructions provided by the collection service provider.
- F. It is the owner, tenant and/or guest's responsibility to make arrangements to dispose of trash when someone is departing the community prior to the scheduled trash pickup day.

7. Pets

No owner may keep any pet or animal on the property except with prior written approval from the Association or its representative.

- A. A pet registration form shall be presented to the Association for approval. Without such registration form submitted and approved, any pet owner shall be considered in violation of these rules.
- B. Each unit may maintain up to two (2) household pets, to be limited to domestic dogs, domestic cats or caged birds. One fish tank not exceeding 55 gallons is also authorized, without respect to the number of fish.
- C. Pet owners are responsible for annoyances caused by barking dogs at any time of the day or night. Animal control authorities may be notified when disturbances occur.

- D. It will be the sole responsibility of the pet owner to pick up and properly dispose of his or her animal's waste at all times. All pets must be leashed and in the custody of their owner when let out of their unit and are on the common grounds of the property. The unit owner shall be liable for any damage to the building or grounds caused by his or her pet and the unit owner must pay all cost involved in restoring any damage to any part of the property. The unit owner shall be financially responsible for any personal injury or property damage caused to any other unit owner, occupant, tenant, renter, lessee, guest, employee or vendor of the building or to any member of the public, by the pet.
- E. All pets will be in good health and have the necessary shots, license, and any other certificates required by any government agency. Should the Association or its representatives request proof of license, certificates, photographs, and/or medical reports, then the owner will furnish the Association or its representatives with those reports in a timely manner. Should the board request a medical report on the pet, the owner shall furnish a medical report from a Florida licensed veterinarian, currently dated, at the expense of the owner.
- F. No pet shall be left on any lanai unattended for any length of time.
- G. No pit bulls or known aggressive breeds shall be allowed in the community.
- H. Renters, lessees, tenants and guests are prohibited from keeping a pet anywhere on the Condominium Property *without the written permission of the owner and such permission included in the lease.*

8. Commercial Use of Premises

- A. All units must be used for residential purposes only.
- B. Signs, vehicles or other declarations of a business are not allowed on any premise.
- C. This does not intend to restrict any internet-based business or telecommuting required to maintain a current job status.

9. Signs

- A. No signs of any kind shall be displayed to the public view on the common areas or individual units.

- B. Exceptions to this rule include signs of not more than one foot square that indicate units for sale or for rent.
- C. Individual unit signs of not more than one foot square may be attached near a unit's door to identify the occupants of that unit.

10. Noise Control

- A. All electronic devices (radios, televisions, MP3 players, computers, etc) must maintain a volume that does not disturb other residents regardless of the hour of the day or night. Particular attention should be paid to this when prevailing weather allows residents to open unit windows and doors to the outside.
- B. Musical instruments shall not be played in a manner that the sounds are heard in any other unit or outside of the unit from which the sounds are emanating.
- C. Automobile sound systems must be played so that sound emanating from the vehicle does not disturb other residents.
- D. There are no restrictions as to the minimum age of children who may live in or visit Marbella III. Activities and behavior of children shall be regulated by an adult, including physical supervision where necessary.
- E. It is understood that each owner has a responsibility to the people who live in a unit on a floor below them. This responsibility includes being aware of the sound created by hard heels on a tile surface and of the sound of furniture moving across a tile surface. Each owner will, to the extent possible, endeavor to limit this sound problem.
- F. Installation of any new hard surface flooring (for example, tile surfaces on a lanai) on a second or third floor unit will be required to follow industry standards for noise abatement. This includes using proper sound proofing underlayment and joining/grouting materials. If a new installation results in an owner complaint from a unit below, the Association or its representatives, has the right to inspect the installation to be sure all industry standards were followed. Owners will be required to remediate the situation if these standards were not followed.

11. Exterior Antennas

- A. No exterior antennas or satellite dishes are permitted other than ARB

approved satellite dishes eighteen (18) inches or less in diameter. No antennas or satellite dishes may be affixed to common elements.

B. Additional outside wiring of any type is prohibited.

12. Rentals, Leasing and Re-sales

- A. Only complete units can be rented or leased. No portion of a unit may be leased.
- B. No lease or rental shall be approved for a term of less than thirty days (30) or one (1) calendar month, whichever is less. Under no circumstances may more than one family reside in a unit at one time. In no event shall occupancy (except for temporary occupancy by the visiting guests) exceed two (2) persons per bedroom.
- C. A maximum of three (3) rentals or leases may occur in any one calendar year.
- D. All leases or rental agreements must be submitted in writing to the Association and the HOA for approval prior to the unit being occupied. A processing fee (as set by the Association Board) shall accompany the submittal. The approval process is a two phase process. The Association has first approval rights. If the tenant/lease is not approved, the tenant will not be allowed access to the property. If approved, the application is forwarded to the HOA for their approval processing. If the tenant is not approved by the HOA, the tenant will not be allowed access to the property.
- E. The Association or its representatives may deny permission to lease any unit on any reasonable grounds as the Association may determine. All written leases will provide that the Association or its representative shall have the right to terminate the lease or rental upon default by the tenant in observing any of the provisions of these Rules and Regulations.
- F. The Association or its representative, will process the agreement request by performing background checks in a timely manner so that an approval can be given prior to the occupancy date. No occupant will be allowed until successful completion of these background checks. In the event that a potential tenant does not pass these checks, pursuant to Board enacted leasing standards, the agreement will not be approved and the tenant will not be allowed to take occupancy.
- G. All renters must adhere to these Rules and Regulations of the Association. It is the responsibility of the unit owner to provide a copy of these Rules and Regulations to each occupant. Any violation of these Association Rules and

Regulations by renters may be remedied by or through the property owner.

- H. If an owner becomes delinquent in paying his/her monthly maintenance fees, the Association will have the right to collect the monthly rental fees (due from a tenant) and apply them to any and all delinquent amounts, legal fees, fines (as described herein) or anything else due to the Association.

I. Occupancy is limited to two people per bedroom. Dens cannot be used as a bedroom in any lease agreement. Note that visiting family is excluded from this provision.

J. Family stays in excess of one month must be reported to the Marbella III board of directors.

13. Use of the Lake

- A. Swimming is not allowed.
- B. Flotation devices are not allowed.
- C. Boats or personal watercraft are not allowed.
- D. Fishing in the lake is *prohibited at all times*.

14. Exterior Appearance

To maintain a uniform and pleasing appearance of the exterior of the buildings:

- A. No unit owner shall make any changes to the exterior appearance of any building or common area, without the written approval from the Association Board and the HOA. This written approval also includes any prospective changes to the Lanai of any condominium unit.
- B. The exterior of a unit and all other areas appurtenant to a home shall not be painted, decorated or modified by any unit owner in any manner without the prior written consent of the Association.
- C. All units must have commercially available blinds or shades installed on any window that faces the exterior of the unit and is visible by any passer-by.
- D. Any blind or shade that is visibly broken and is viewable from the exterior of a unit must be repaired or replaced within 30 days of notice of violation.

15. Hurricane Shutters

The installation of hurricane shutters shall be in strict compliance with the

specification adopted by the Association Board, the HOA Board and as may be approved by an Architectural Review Board.

A. All shutters must be painted white or the color of the trim of the building if it is the intent of the owner to install the shutters upon leaving the unit for a period of more than one (1) week when a State of Emergency has not been declared in Lee County.

B. If the shutters are not painted and are left in their natural aluminum color, the shutters may be installed no more than seven (7) days prior to a forecasted storm and removed no later than seven (7) days after the later of the storm's passing or the lifting of a mandatory evacuation order.

16. Wash Lines and Exterior Drying

A. No drying lines will be strung on any structures or trees to allow drying of any items.

B. No clothing, bedding or other similar items, shall be dried or aired in any outdoor area or within the unit or any limited common element if it can be seen from the common areas.

C. No bathing suits or towels will be hung to dry on the exterior of the unit.

17. Use of Recreational Areas

A. Use of recreational areas shall be in accordance with the posted rules for that area and the times allowable for that area.

B. Excess noise, which disturbs neighboring units and occupants, will not be allowed. This includes music or sounds from any electronic device. This is true during operating hours as defined for that recreational area and for after hours.

C. All common areas will be used for their intended purpose and no articles belonging to residents shall be kept therein and such areas will at all times be kept free of obstruction. No resident shall discard, place or permit to be placed any foreign objects in the common areas.

18. Sidewalks, Entrances and Passageways

A. The sidewalks, entrances, and passages, must not be obstructed or encumbered or used for any purpose other than ingress and egress.

B. No bicycles may be parked in the entrances and passageways.

- C. Bicycles shall not be chained or parked so as to be visible from any other unit or from the street area.
- D. The sidewalks, entrances, passages and elevators will be free from smoking and all cigarette and cigar butts must be placed in the proper containers at or near the entranceways.

19. Flammable and Combustible Materials

- A. No flammable, combustible or explosive fluids or materials, chemicals or substances shall be kept in any unit, storage, garage, lanai or common area, except those for normal household use.
- B. Grills, barbecues, hibachi's and similar cooking devices may be used only on the ground and must be placed at least ten (10) feet away from any building or structure. These devices cannot be used on lanais, patios, porches or stairs. Propane tanks may not exceed twenty (20) pounds in capacity and cannot be stored in a unit or on a lanai.

20. Storage of Items on a Patio or Lanai

No items shall be stored on a patio or lanai if a unit will be unoccupied for more than 30 days. During hurricane season, all units unoccupied shall have all exterior furniture stored in the proper storage area or within the unit itself.

21. Flower Pots and Planters

- A. Flower pots and planters shall not:
 - obstruct sidewalks, entrances and/or passageways;
 - be located on lawns;
 - be located in flower beds where they might obstruct landscape services
- B. Flower pots and planters shall be either clay or ceramic, and the color and design shall complement the Marbella III architecture.
- C. Flower pots and planters must be moved inside the unit (or garage if applicable) when the unit is uninhabited or in the case of a hurricane warning.
- D. Flower pots and planters must contain live and well-maintained plants. Empty flower pots, planters, and artificial flowers are prohibited.

22. Tenant Smoking

In order to promote the health, happiness and peace of mind of the residents of the Association, Tenants and their families, guests, invitees, occupants, and/or service providers may not smoke or use cigarettes or other smoke/vapor producing items, including but not limited to: tobacco products, e-cigarettes, all types of vaping devices, and/or marijuana on the Common Elements, as defined in Section 7 of the Declaration or the Limited Common Elements as defined in Section 8 of the Declaration, including: balconies, decks, patios, porches, lanais, covered walkways, covered parking spaces, storage lockers, and elevators, with the exception of the designated smoking areas established by the Association.

23. Authority

In the event a condominium unit is or becomes abandoned, the Association or its representative shall have the authority to enter the unit and take action to secure the unit with a new exterior lock upon notice to the owner of not less than forty-eight (48) hours except in an emergency. If the electricity has been turned off, the Association may have the electrical account placed in its name and have the electricity turned back on. The Association will then bill the unit owner for any costs associated with the steps taken to secure the unit. The intent here is to protect the rest of the Condominium property.

- A. The Association retains the right to enter any unit upon reasonable notice to the owner for the purpose of turning on air conditioning units to protect the Condominium property, should the owner not comply with the Association's request to do so.

24. Compliance

Every unit owner of the Association, their tenants, guests, invitees, officers, employees, contractors, subcontractors and agents shall comply with all Rules and Regulations adopted by the Association as well as all By-Laws, declarations of the Association and all applicable governable laws, ordinances and/or orders.

25. Enforcement

Failure to comply with any of such Rules and Regulations shall be grounds for immediate action that may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof. The HOA shall have the right to suspend unit owner's rights to use Common Areas as specified herein. The offending party shall be responsible for all costs of enforcement, including attorney's fees actually incurred and court costs, through and including the appellate level.

26. Fines and Suspensions

In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Association Board or HOA as applicable, a fine or fines, or a suspension of the right to use the Common Areas and facilities for a reasonable period of time, may be imposed upon an owner, or any tenant, guest or invitee for failure of an owner, or any of the other parties described in COMPLIANCE above, to comply with these Rules and Regulations or other By-Laws or Declarations, provided the following procedures are adhered to:

- A. Notice: The Association or its representatives shall notify in writing to the person or entity sought to be fined or suspended of the infraction or infractions. Included in the notice shall be the date and time of a special meeting of a committee or notice of the right to such hearing. The committee shall be composed of at least three (3) members appointed by the Board of Directors who are not officers, directors or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee of the Association at which time the person or entity sought to be fined or suspended shall present reasons why the fines should not be imposed. At least fourteen (14) day's notice of such meeting or of the opportunity to request a hearing shall be given.
- B. Hearing: If a hearing is set or requested, the alleged non-compliance shall be presented to the committee as set forth in NOTICE above, after which the committee shall hear reasons why a fine or suspension should not be imposed. The person or entity sought to be fined or suspended shall have a right to be represented by counsel and to cross-examine witnesses. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.
- C. Amounts of Fines: The Association Board may impose a fine against the person or entity sought to be fined or a special assessment levied against the owner not in excess of One Hundred Dollars (\$100) per violation or One Hundred Dollars (\$100) a day for up to ten (10) days for a continuing violation, or any other amount determined by the Association Board as allowable by law.
- D. Payment of Fines: Fines shall be paid no later than five (5) business days after notice of the imposition of the fine or assessment upon conclusion of the hearing or the expiration of fourteen (14) days to request a hearing.
- E. Collection of Fines: As to owners, fines shall be treated as special assessments subject to the provisions for the collection of assessments as set forth herein. The Association may take any available legal or equitable

action necessary to collect fines and, without waiving the right to do the foregoing, may deduct fines from the amounts collected on behalf of the owners).

F. Application of Fines: All monies received from fines shall be allocated as directed by the Board.

G. Right of Ingress and Egress: Suspension of Common Area use rights by the HOA shall not impair the right of an owner or tenant to have vehicular and pedestrian ingress and egress for their unit, including, but not limited to the right to park.

Non-exclusive remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any fine paid by the offending owner shall be deducted from or offset against and damages which the Association may otherwise be entitled to recover by law from such owner

Applicant Signature

Date

Co-Applicant Signature

Date

MARBELLA AT SPANISH WELLS HOMEOWNERS ASSOCIATION

RULES AND REGULATIONS

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1. General Authority

- A. All owners, in addition to any other obligation, duty, right, and limitation imposed upon them by the Amended and Restated Declaration of Master Association Covenants and Restrictions of Marbella at Spanish Wells. (as recorded 4-16-2014), the Articles of Incorporation and the By-laws (The “Documents”) of the Marbella Homeowners Association (“MHOA”) and the Florida Statutes, shall be subject to and agree to abide by the following Rules and Regulations (as may be amended) which shall be applicable to all owners, their families, guests, invitees, tenants, and lessees. Owners are responsible for providing copies of all pertinent documents to their occupants.
- B. Additional rules or regulations as may be present in The Documents or the Architectural Review Criteria (ARC) are hereby incorporated into these Rules and Regulations as if fully written herein.
- C. These Rules and Regulations may be revised by the Board of Directors (the “Board”) of Marbella Homeowners Assn. (MHOA) as necessary.
- D. The Officers and Directors have a fiduciary relationship to the Owners. An Owner does not have the authority to act for MHOA by reason of being an owner.

2. Parking and Prohibited Vehicles

The following restrictions are to be enforced 24 hours a day. No vehicle shall be parked in any street or service road between the hours of 11 pm and 6 am. All vehicles must be parked in garages or driveways. Overflow parking is permitted temporarily at the pools, however, vehicles must be removed no later than 8:00 am. Use of the pool parking areas is not permitted on a permanent basis.

- A. Parking or driving on any lawn is strictly prohibited. Vehicles must be parked completely within the designated parking space and may not encroach onto the adjacent roadway, landscape areas, sidewalks or parking spaces. Any damage to the lawn or irrigation system due to parking violations by an owner, guest, tenant, visitor, etc. shall be the responsibility of the owner and all repair expenses shall be paid for by the owner.
- B. Boats, trailers, recreational vehicles, motor homes, campers, or disabled vehicles with missing vehicle body parts shall not be parked on the property unless parked in a garage at all times.

- C. Motorcycles are not permitted except with the prior written approval of the Board or its representatives, which may be withdrawn at any time, and any permitted motorcycle must be equipped with appropriate noise muffling equipment & parked in garage/carport at all times.
- D. Trucks or commercial vehicles of any kind shall not be permitted to be parked or stored within the Properties unless parked within a garage at all times.
- E. The Board of Directors, as it may be determined, is authorized to allow recreational vehicles to be parked on the condominium property for short periods of time when the vehicle is being loaded or unloaded.
- F. All vehicles must have either a current gate barcode pass, obtainable from the Spanish Wells Condominium Association (SWCA), affixed to the vehicle window or have a current visitor pass prominently displayed in the front windshield area at all times.

3. Garage Doors

- A. Garage doors should remain closed when access to the garage area is not required. This is not only good for the community standards but can create a security hazard. Owners and occupants are required to close all garage doors at night prior to retiring for the evening.
- B. No garage will be permanently enclosed or have screen enclosures, so as to make a garage unusable by an automobile. No portion of a garage originally intended for the parking of a vehicle shall be converted into a living space or storage area such that it renders the garage unusable as a garage.

4. Pets

- A. Pet owners are responsible for annoyances caused by barking dogs at any time of the day or night. Animal control authorities may be notified when disturbances occur.
- B. It will be the sole responsibility of the pet owner to pick up and properly dispose of his or her animal's waste at all times. All pets must be leashed and in custody of their owner at all times when on the Properties. Pets may not be chained or left in a yard at any time without the owner present with the pet at all times.

C. All pets will be in good health and have the necessary shots, license, and any other certificates required by any government agency. Should MHOA or its representatives request proof of license, certificates, photographs, and/or medical reports, then the owner will furnish MHOA or its representatives with those reports in a timely manner. Should MHOA request a medical report on the pet, the owner shall furnish a medical report from a licensed veterinarian currently dated at the expense of the owner.

D. No pet shall be left on any lanai unattended for any unreasonable length of time.

5. Commercial Use of Premises

A. All premises must be used for residential purposes only.

B. Signs, vehicles or other declarations of a business are not allowed on any premise.

C. This does not intend to restrict any internet-based business or telecommuting required to maintain a current job status.

6. Rentals, Leasing, and Re-Sales

A. Only complete residences can be rented or leased. No portion of a residence may be leased.

B. No lease or rental shall be approved for a term of less than thirty days (30) or one (1) calendar month, whichever is less. Under no circumstances may more than one family reside in a residence at one time.

C. A maximum of three (3) rentals or leases may occur in any one calendar year. Homeowners can request one additional rental in the calendar year, subject to Board approval or denial without giving a reason for that denial.

D. All leases or rental agreements along with an application must be submitted in writing 20 days prior to the first day of occupancy to the MHOA Property Management Company, who will forward the application to the Board for approval or denial, prior to the unit being occupied. A processing fee (as set by the MHOA Board) shall accompany the submittal.

E. The Association or its representatives may deny permission to lease any residence on any reasonable grounds as the Association may determine. All written leases will provide that the Association or its representative shall have the right to terminate the lease or rental upon default by the tenant in observing any of the provisions of these Rules and Regulations.

F. MHOA or its representatives, will process the agreement request by performing background and credit checks in a timely manner so that an approval can be given prior to the occupancy date. No occupancy will be allowed until successful completion of these background checks. In the event a potential tenant does not pass these checks, pursuant to Board enacted leasing standards, the agreement will not be approved and the tenant will not be allowed to take occupancy. Social Security numbers will be required for any rental greater than four months and for purchases.

7. Pools and Cabanas

Rules governing the use of the pools are prominently posted at both pools. Please note that the maximum pool load is 20 persons. The pool depths are measured in feet. The pool areas are under video surveillance.

A. Use of the pools is at your own risk. No lifeguard is on duty. We encourage you not to swim alone. No diving or jumping is permitted.

B. No radios without headphones allowed in the pool area. Food must be eaten inside the cabana area and the area must be cleaned after usage.

C. Children under the age of 16 must be accompanied by an adult.

D. It is the responsibility of the owner, lessee, guest, or visitor to monitor the behavior of their children. If disruptive behavior occurs and it infringes on the rights of others, the disruptive person will be asked to leave.

E. For safety reasons, beach balls, footballs, or other types of water toys which could cause injury if thrown, are prohibited.

F. Smoking is prohibited in the pool and cabana areas.

G. Pool hours are from dawn to dusk, seven days a week. No night swimming is allowed.

H. Pools are only for the use of owners, tenants, and their guests and families.

I. Please shower before using the pool.

J. Animals are not permitted in the pool or pool deck or the cabana areas.

K. No glass is permitted in the pool complex.

L. No alcoholic beverages are permitted in the pool complex.

M. No babies in diapers are permitted in the pools.

N. Cell phones for emergency use only. In case of emergency dial 911

O. If you are ill, please do not use the pool.

8. Visitors, Vendors, and Guests

A. All visitors, vendors, and guests must be pre-approved by the resident (tenant or owner) and must obtain a pass and be registered at the gate. NO ONE will be permitted to enter the property without prior approval by a resident.

B. To register a visitor, vendor, or guest, residents should log into the internet based dwellingLIVE site and register their guest or vendor. You may also register a permanent guest or vendor on the dwellingLIVE site. Please refer to the dwellingLIVE MHOA User's Manual for detailed instructions. Residents may also call the automated entry system at 888-994-4117 to obtain a pass for same day ONLY. You must call from a phone that you have registered with SWCA (cell or landline). You will be prompted to state the name of the visitor or vendor. Residents may also call Resort Management at 239-947-4189, Monday thru Friday 9:00am to 4:00pm to register a guest or vendor.

C. Everyone who enters the visitors gate must show a driver's license to obtain a pass and gain entry to the property. Passes must be prominently displayed on the driver's side of the dashboard at all times.

D. Vendors and contractors may be on the property between the hours of 7:00am and 6:00pm Monday thru Friday and 7:00am and 4:00pm on Saturday. No vendors or contractors are permitted on Sundays or Holidays. Entrance is not permitted after 5:30 weekdays and 3:30 on Saturdays since vendors and contractors must exit the property by 6:00 and 4:00 respectively. Exceptions can be made in case of the need for emergency repairs. Please note that the above includes furniture and other types of deliveries. Deliveries of flowers or food are excluded.

9. Moving In and Out

A. Movers are subject to the entrance and exit requirements noted above. No moving is permitted on Sundays or Holidays. Movers cannot enter the property prior to 7:00am on weekdays and Saturdays and must exit the property prior to 6:00pm on weekdays and 4:00pm on Saturdays.

B. All PODs and/or moving trailers or trucks that will be at a location for a 24 hour period must be approved by the property manager. NOTE: If overnight parking is approved by the property manager, the moving truck, trailer, or POD must be parked in the driveway of the residence and cannot extend beyond the end of the driveway. NO overnight parking on the streets or pool areas is permitted.

10. Solicitation

A. Door to door solicitation and cold calling is not permitted.

11. Flower Pots, Planters, & Fruit Trees

A. Flower pots and planters shall not:

- obstruct sidewalks, entrances, and passages,
- be located on lawns, or
- be located in flower beds where they might obstruct landscape services.

B. Flower pots and planters shall be either clay or ceramic, or well-maintained plastic and the color and design shall complement the Marbella architecture. Nursery pots are not permitted.

C. Flower pots and planters must be moved inside the unit when the unit is uninhabited or in the case of a hurricane warning.

D. Flower pots and planters must contain live, well maintained plants. Empty flower pots and planters, and artificial flowers are prohibited.

E. Owners who have planted (or have) fruit trees on their property must maintain the trees in acceptable condition and remove and dispose of any fallen fruit which can invite pests.

13. Compliance and Enforcement

Procedures governing compliance by owners and enforcement of the adopted Rules and Regulations by MHOA are detailed in Article X, Compliance and Enforcement, of the Amended and Restated Declaration of Master Association Covenants and Restrictions for Marbella at Spanish Wells which was filed for record on 4-16-2014.