



APPLICATION FOR LEASE

Please submit **only** completed lease application. This Lease application must include the following:

- ☐ Initialed and Signed Application – Is this a renewal? (circle one) YES NO
(Renewals only require the completion of the first 3 pages and a copy of the renewal lease agreement)
- ☐ A Photo Identification of all Lessees
- ☐ Signed Rules & Regulations Acknowledgment
- ☐ Signed Items of Extreme Importance by all Lessees
- ☐ Copy of Executed Lease Agreement
- ☐ Envera's Owner/Renter Registration Form completed
- ☐ Trash Removal Non-Refundable Fee of \$50.00 payable to **Osprey Cove**
(Excluding renewals and seasonal)
- ☐ Application Fee of \$100.00 – check or money order made payable to **Compass Group**
(Excluding renewals) Applications will not be processed without the fee.

Please do not submit partial packages. Applications are not considered received until all documentation is submitted. Incomplete applications will be sent back. All leases must be approved by a representative of the Board of Directors prior to the commencement of any lease. If a tenant moves into a unit before the approval by the representative, a fine of \$100 per day will be assessed and eviction proceedings will commence. Renewals are any continuation of current leases which result in no lapse in the lease period or changes to the lessee/lessor.

Applications **must be submitted 10 days prior to Lease Occupancy.** Any application(s) submitted less than 10 days prior to the lease start date may have their start date delayed.

Please submit the Complete Application to:

Osprey Cove Onsite Office, 8510 Kingbird Loop, Fort Myers, FL 33967

- or -

Compass Group, 4851 Tamiami Trail N., Suite 400, Naples, FL 34103

If you have any questions, please feel free to contact us at Osprey Cove at 239-432-2670 or Compass Group at 239-593-1233. You may drop off your application at the Osprey Cove Onsite Office or Compass Group.

Rental Property Address: _____

Unit Owner: _____ **Telephone:** _____

Term of Lease: **From:** _____ **To:** _____

Name of All Lessees – All names are required. Osprey Cove documents state that only family members or those on the lease may rent a unit. Leases will not be approved if there are more than (2) unrelated persons in one unit.

Name: _____ Telephone: _____ Relationship: _____

Name: _____ Telephone: _____ Relationship: _____

Name: _____ Telephone: _____ Relationship: _____

Name: _____ Telephone: _____ Relationship: _____

OSPREY COVE MASTER ASSOCIATION, INC.

Lease Application

Must be submitted 10 days prior to lease occupancy

Return to: Osprey Cove Master Association
C/O The Compass Mgmt Group, LLC.
4851 Tamiami Trl N Ste. 400, Naples, FL 34103
Tel. 239-593-1233 Fax: 239-593-1116

Date: _____

Name of Current Owner: _____ **Phone #:** _____

[] I (we) hereby apply for approval to **lease:** _____

Starting _____ **Ending** _____

Rental/Leasing Agent/or Owner _____ Phone: _____

Address: _____

NOTE: Lease term minimum of thirty (30) days

In accordance with the governing documents of the Association, this application must be submitted along with required enclosures and \$100.00 application fee, ten (10) days prior to occupancy to allow for processing time. Tenants may not move in until the Association has tendered official approval of their lease, and further, that moving in prematurely constitutes grounds for disapproval.

Please submit the following: (Incomplete Applications will be returned)

- a. A completed lease Application.- *(Renewals only require the completion of the first 3 pages and a copy renewal lease agreement)*
- b. Photo Identification of all Lessees.
- c. Signed Rules & Regulations Acknowledgment.
- d. Signed Items of Extreme Importance by all Lessees.
- e. Copy of Executed Lease Agreement
- f. Completed Envera's Owner/Renter Registration Form.
- g. Trash Removal Non Refundable fee of \$50.00 payable to Osprey Cove *(excluding renewals & seasonal)*
- h. Application fee of \$100.00 payable to Compass Group *(excluding renewals)*.

Tenants and Guests are not permitted to have pets.

I (we) 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 check.

TYPE OR PRINT LEGIBLY THE FOLLOWING INFORMATION

Full Name of Applicant: _____

Date of Birth _____ Social Security Number _____

Full Name of Spouse/Co-Applicant: _____

Date of Birth _____ Social Security Number _____

Current Home address:

Street number / name

City

State, Zip code

Phone #: _____

Email: _____

OSPREY COVE MASTER ASSOCIATION, INC.

Lease Application

Car #1 Year/Make/Model: _____ State: _____ Tag No. _____

Car #2 Year/Make/Model: _____ State: _____ Tag No. _____

Use of this home is for residence only. Osprey Cove documents state that only family members and one additional person may rent a unit. Leases will not be approved if there are more than (2) unrelated persons in one unit. Please list the names, relationship and age of all persons who will occupy your home in addition to the applicants above.

NAMES

RELATIONSHIP

AGE

In case of emergency notify: _____ Tel # _____

Relationship _____

Address _____ City _____ State & Zip _____

I (we) further agree that in the absence of the owners, the Association is granted full power to take whatever action necessary, **including eviction**, to prevent or stop violations by lessees and their guests.

The prospective tenant(s) understands that the Association or its manager may use the above application to perform a background, prior landlord, credit and police records check on the applicant(s) listed above. This information will be kept confidential and may be used to approve or disapprove the applicant(s).

Occupancy prior to Board of Directors approval is prohibited. I (we) consent to additional inquiry concerning this application, including the background checks and check of references below.

The tenant(s) will be advised by the Association's Management whether this application has been approved.

I (we) have read, understood and agree to all of the statements above.

Applicant signature: _____

Printed Name: _____ **Date** _____

Spouse / Co-Applicant signature: _____

Printed Name: _____ **Date** _____

Acceptance on Osprey Cove Master Association, Inc.

Approved: _____

Disapproved: _____

*Signature of Authorized Representative
For the Board of Directors*

Date: _____

Osprey Cove Master Association, Inc.

Rules & Regulations

(Amended February 26, 2014)

The Rules and Regulations hereinafter enumerated as to the Association properties, condominium property, the common elements, the limited common elements, and the units, shall be deemed in effect until amended by the Board of Directors of the Association and shall apply to and be binding upon all unit owners. The unit owners shall, at all times, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, and persons over whom they exercise control and supervision. The Rules and Regulations are as follows:

1. Building Appearance and Maintenance:

- a. The streets, parking areas, sidewalks, walkways, entrances and stairs must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the units, nor shall any carriages, bicycles, golf carts, wagons, shopping carts, chairs, benches, tables, or any other object of similar type and nature be left therein or thereon.
- b. Personal property of unit owners shall not be stored outside their units.
- c. No garbage cans, supplies, containers, or other articles shall be placed in or on the walkways, hallways, and entry ways, nor shall any linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles be shaken or hung from any of the windows, doors, walkways, or entry ways, or exposed on any part of the limited common elements or common elements. The limited common elements and the common elements shall be kept free and clear of refuse, debris and other unsightly material.
- d. Internal window dressings in units that are exposed to the outside shall be white or of light color, shall be professional in appearance and shall contribute to the beauty of the building.
- e. Any unit owner may display one (1) portable, removal United States flag in a respectful way and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represents the United States Army, Navy, Air Force, Marine Corps or the Coast Guard.
- f. No unit owner or resident shall allow anything whatsoever to fall from the windows, walkways, entry ways or doors of the premises, nor sweep or throw any dirt, waste or other substances out of the unit or on the common elements of the community.
- g. Refuse and garbage shall be deposited only in the areas provided therefore. All garbage must be bagged and placed in the proper trash receptacle.
- h. No unit owner shall make or permit any disturbing noises by his or herself, their family, servants, employees, agents, visitors, or lessees, nor do or permit anything by such person that will interfere with the rights, comforts or convenience of other unit owners. No unit owner shall play upon or permit to be operated a phonograph, CD, DVD, television, radio or musical instrument in such a manner as to unreasonably disturb or annoy other occupants in the building.

Osprey Cove Master Association, Inc.

Rules & Regulations - *continued*

(Amended February 26, 2014)

- i. No exterior radio or television antenna installation, or other wiring, shall be made without the prior written consent of the Board of Directors of the Master Association, except as otherwise provided by law.
 - j. No sign, advertisement, notice or other similar material shall be exhibited, displayed, inscribed, painted or affixed, in or upon any part of the units, limited common elements or common elements by any unit owner or occupant without written permission of the Board of Directors of the Master Association.
 - k. No inflammable, combustible, or explosive fluid, chemical or substance, shall be kept in any unit or limited common element, except those necessary and suited for normal household use.
 - l. Unit owners, residents, their families, guests, servants, employees, agents, or visitors shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of any building.
2. Alteration of Condominiums: Unit owners are specifically cautioned that their right to make any addition, change, alteration, or decoration to the exterior appearance of any portion of the building they live in, is subject to the provisions of their original Declaration of Condominium and the Master Association's Declarations. Requests for changes must be submitted to the Master Association Architectural Review Committee (ARC) to be reviewed and if recommended, may be approved by the Board of Directors of the Master Association. For example, no unit owner may install screen doors, or apply any type of film to the inside or outside of a window or door glass without the prior approval of the Association and the ARC Committee.
3. Emergencies in Owner's Absence: In order that proper steps and procedures may be taken in a minimum amount of time during an emergency situation, the Master Association shall retain passkeys to all units. The locks of each unit are not to be changed or altered without providing the Master Association with a duplicate key. If locks have been changed without such notification, the Master Association shall have the locks changed and the cost will be billed to the unit owner.
- a. Any unit owner who plans to be absent from his unit for extended period of time must prepare his unit prior to departure:
 - i. By removing all furniture, plants and other objects from around the outside of the unit.
 - ii. By designating a responsible caretaker to care for his unit should his unit suffer any damage caused by storms, hurricanes, winds or other violent acts of nature. The Manager and the Association shall be provided with the name of each unit owner's aforesaid designated caretaker. Such caretaker will notify the Association prior to making any entry into the unit during the owner's absence unless the unit owner has granted general access.
 - iii. By turning off the water main valve for their individual unit. If the owner does not turn off the water, owner will be held responsible for any and all damages occurring from leaks.
4. Pets: Owners are permitted two (2) pets, but types of pet is limited to dogs and cats not weighing more than 25 pounds. Such permission is a privilege and not a right. If an owner fails to properly clean up after their pets, the Board of Directors can revoke their privilege. Lessees are not allowed

Osprey Cove Master Association, Inc.

Rules & Regulations - *continued*

(Amended February 26, 2014)

to have any pets. The Board may impose reasonable restrictions upon how and where pets may be permitted upon the common ground.

5. Parking of Vehicles: Covered and uncovered parking spaces have been provided for the parking of private passenger automobiles of owners and their guests. Parking spaces are not intended for the parking of or storage of boats, recreational vehicles, golf carts, motor homes, trailers, semitrailers, house trailers, campers, trucks, non-operational or invalidly licensed automobiles. No repairs or maintenance of vehicles may be performed, except emergency repairs. Vehicles may be washed only in the driveways. Because there are limited parking spaces, each owner is specifically cautioned that the Board of Directors of the Master Association may prohibit owners from keeping more than two motor vehicles on the premises on a permanent basis. Any vehicles parked in violation of the parking restrictions are subject to towing, with the owner of the vehicle responsible for all costs of towing. See Exhibit B – Osprey Cove Parking Rules.
6. Notice of Board of Directors or Membership Meetings: All regular or special meetings of the Board or the Members of Osprey Cove Master Association will be officially noticed in the enclosed bulletin board at the right of the front entrance to the clubhouse.
7. Processing Fees: These fees are not fines as defined by the Declarations, but they are charged for the necessary extra work they create. Fees should be made payable to Osprey Cove Master Association, unless noted below, on separate checks to clearly identify the purpose:
 - a. Late Fee: Any owner who has not paid the regular quarterly maintenance assessment on or before the 15th of the first month in the quarter will be charged a late fee of \$25.00.
 - b. Returned Check Fee: A \$35.00 fee will be charged for any check paid on an owner's account that is returned for insufficient funds (NSF).
 - c. Clubhouse Entrance Key Fob Fee: All original owners have already received two (2) free key fobs for the entrance to the Clubhouse and pool. A \$35.00 fee will be charged for each additional key, which will only be issued to an owner when requested from the Property Management Company.
 - d. Application Fee for a Lease: Ten (10) days prior to the occupancy of a unit, an application to lease the unit along with a nonrefundable Application Fee of \$100.00, payable to Compass Group, must be submitted for approval. Approval will not be unreasonably withheld, but examples of denials include having drug convictions or being on a "Predator's List". The Association reserves the right to interview new lessees within those ten days and disapprove them when they endanger the other residents. Units may only be rented to one (1) lessee plus family members and one non-related person.
 - e. Administrative Transfer Fee: Whenever a unit is transferred to a new owner, as in the case of a sale, an Administrative Transfer Fee of \$100.00, payable to Compass Group, is charged for the estoppels statement reporting the financial status of the selling owner's account with the Association to the escrow agent.
 - f. Application Fee for Automobile Barcode Stickers: All original owners have already received two (2) automobile barcode stickers. Owners are entitled to up to two (2) automobile barcode

Osprey Cove Master Association, Inc.

Rules & Regulations - *continued*

(Amended February 26, 2014)

stickers or one (1) barcode and one (1) review mirror hang tag. A fee of \$10.00 will be charged for each barcode that will be applied for by the owner. There is no charge for the first hang tag issued to a unit when one barcode is removed and disabled. However, if a hang tag is lost there will be a \$100 replacement cost. Owners with leased units will need to send in the application to approve the issuance of these stickers and/or hang tags with checks separate from other payments to the Association for the \$10.00 for each sticker requested. All barcodes must be placed on automobiles by Compass Group or designated representatives.

- g. **Damage Fees:** Any owner that is responsible for damage to the community property will be charged and billed for such damage. The Damage Fee for breaking a gate is a minimum of \$300.00. A false Fire Alarm is \$500.00. Other Damage Fees will be charged at an amount set by the Board that is commensurate with the damage.
- h. **Waste Removal Fee:** For all new leases, a \$50.00 waste removal fee will be required for leases with lease terms of six (6) months or more.
- 8. **Fines:** Your Board of Directors has established a fine process to charge fines to those owners who violate the Documents or who allow their lessees to violate the Documents. Fines have been established at \$100 per day and up to \$1,000 per incident. Document violators will be turned over to the Association attorney for a breach of contract and the Association, with the attorney's help, will seek "injunctive relief".
- 9. **Parties:** A Party is defined as a gathering of a group of guests, sponsored by an owner or registered lessee, which expects more than four outside guest automobiles to be present during the Party. Such a Party requires approval by application 10 days prior to the Party by the Management Company for approval. Approval of the number of expected guest automobiles involved in a single party cannot exceed a total of 25.
- 10. **Clubhouse:** See Exhibit A - Osprey Cove Clubhouse General Use Policies.
- 11. **Cost Reimbursement:** For owners to receive any reimbursement for repairs for which an owner believes the Association is responsible, a written request must be submitted to the Board of Directors for approval prior to starting any project. The Board may consider exceptions in emergency situations.
- 12. **Large Expenditures:** The Association will obtain at least three (3) estimates/quotes for expenditures of \$5,000.00 or more, without forcing the Association to commit to the lowest bid.
- 13. **Dissemination of Information:** All requests, comments or questions should go to the Property Manager for evaluation, appropriate response and action, if any. If deemed necessary by the Property Manager, the President should be consulted for evaluation and possibly meet with the requester. If the requester is not satisfied, the requester can contact another Board member for possible discussion at a Board meeting.
- 14. **Discretionary Spending:** The Board President shall obtain Board approval for all unbudgeted expenditures over \$1,000. Exceptions are to be reported to the Board at the following meeting.

Osprey Cove Master Association, Inc.

Rules & Regulations - *continued*

(Amended February 26, 2014)

15. Bids and Payments for Services: Work to be done shall include written requirements. Payments for completed services are to be made only after inspection from the Property Manager.
16. Door-To-Door Solicitations: Solicitations are not permitted at Osprey Cove unless approved by the President or the Board of Directors.

Osprey Cove Master Association, Inc.
Rules & Regulations – Exhibit A
Clubhouse General Use Policies
(Amended October 8, 2012)

1. Owners, their guests, lessees and lessee guests shall conduct themselves in an orderly fashion as ladies and gentlemen. It is a privilege to use the Clubhouse and not a right.
2. Proper attire is to be worn at all times by all people.
3. Owners shall be responsible for the conduct of their children, guests, lessees, and guests of their lessees and responsible for any damage caused by them. Children under the age of 13 to use the pool area must be under direct supervision of the owner or a responsible adult. Babies under the age of 2 years old must have swim diapers to use the pool. Exercise room is provided for authorized adults 18 years or older. Children under the age of 18 must be no less than 15 years of age to use the exercise room and be under the direct supervision of the owner or a responsible adult.
4. No person is authorized to tamper with or adjust the heating and air conditioning in the clubhouse or temperature controls for the pool without the approval of the Board of Directors.
5. Individual members and their guests are authorized to use the exercise room from 6:00 a.m. to 9:00 p.m. with entrance limited to those with valid entrance keys, but the pool is limited for use only during posted hours. The remainder of the clubhouse cannot be used for any purpose that has not been approved by the Board of Directors.
6. Rental of the clubhouse is limited to the rental of the interior meeting rooms and does not include the exercise room or pool area, but does require a 24 hour advance application. Only owners may privately rent meeting rooms for a charge of \$100.00 for 8:00 a.m. to 12:00 p.m. or \$100.00 for 1:00 p.m. to 5:00 p.m. or \$100.00 for 6:00p.m. to 10:00 p.m. each requiring a \$100.00 refundable deposit if the area rented is properly cleaned and returned to use. An owner may authorize his tenant to rent the clubhouse but retains responsibility for such use. Normally meeting rooms are available on a first come basis except Board Meetings of the Master Association and the local Condominium Associations and Membership Meetings of them has priority.
7. Animals are not permitted in the clubhouse or pool area except for animal aiding disabled people.
8. Absolutely no alcoholic beverages or glass containers of any kind or food are permitted in the pool or pool area.
9. Parking for vehicles in the clubhouse parking lot is meant to be a privilege for authorized residents. No boats, trailers, motor homes, recreational vehicles, golf carts, or any inoperable vehicles are to be parked in the clubhouse parking lot. Extended parking, including overnight parking is NOT permitted by any privately owned equipment except that police marked cars are allowed throughout the community.
10. The clubhouse hours of operation are:
 - a. Exercise Room: Is open and can be used 6:00 a.m. to 9:00 p.m., seven days a week.
 - b. Swimming Pool and Spa: Is open from Dawn to Dusk seven days a week.
 - c. Clubhouse: Is available upon rental or prearranged functions from 8:00 a.m. to 10:00 p.m. Entrance to the clubhouse facilities requires an Entrance Key.

Osprey Cove Master Association, Inc.
Rules & Regulations – Exhibit B
Parking Rules
(Amended October 8, 2012)

Please note that this exhibit is in addition to the parking rules as described in the Rules and Regulations.

1. No commercial vehicles may be parked overnight. Marked police vehicles are not considered to be commercial vehicles.
2. No vehicles may be parked on the grass or on paved areas that are not designated as a parking space.
3. No vehicles may be parked illegally in handicapped spaces.
4. No boats, trailers, motor homes, recreational vehicles, campers, golf carts, or any other type of off-road vehicle may be parked overnight.
5. No vehicle may park overnight in any open parking lot (non-carport, non-driveway) without a current barcode or hang tag.
6. Any vehicle in violation of the above will be towed at the owner's expense and liability, currently by Xtreme Towing, phone# 239-949-7070.
7. Any owner or tenant may contact the authorized towing company, currently Xtreme Towing at 239-949-7070, at any time to have a vehicle towed from his/her assigned parking space providing they assume the liability by providing an affidavit assuring the space is theirs.

I (we) acknowledge the receipt and have read the Osprey Cove Master Association, Inc. Rules & Regulations including Exhibit A and B. I (we) understand and will abide by the Osprey Cove Documents, these Rules & Regulations and understand it is subject to change and I (we) will be responsible for our guests and visitors.

Applicant signature: _____

Printed Name: _____ **Date** _____

Spouse / Co-Applicant signature: _____

Printed Name: _____ **Date** _____

Osprey Cove Master Association, Inc.

ITEMS OF EXTREME IMPORTANCE

1. Vehicles without a barcode or hang tag WILL be towed from the property after 1:00 a.m. unless parked in owner's carport or owner's Veranda driveway.
2. After 11:00 p.m., all vehicles must be parked under the Unit Owner's covered carport or in the Unit Owner's Veranda driveway. If parked in the open lots, all vehicles WILL BE TOWED unless displaying a current Osprey Cove bar-code or approved Osprey Cove rear view mirror hang tag.
3. Renters MAY NOT have pets.
4. Pool and Spa hours are dawn to dusk, no night usage. Absolutely no glass or pets in pool area. No food or drink within four (4) feet of pool or spa.
5. Fitness room is available from 6:00am to 9:00pm.
6. Please bag all garbage and place bagged garbage inside the dumpsters provided. Larger items are to be placed next to the dumpster. Recycle bins are only for designated items.

I (we) acknowledge receipt and have read the above items. I (we) understand and will abide by the above items as well as the Osprey Cove Documents, the Rules & Regulations and understand it is subject to change. I (we) will be responsible for our guests and visitors.

Applicant signature: _____

Printed Name: _____ **Date**_____

Spouse / Co-Applicant signature: _____

Printed Name: _____ **Date**_____