

Mariner's Cove Homeowners' Association
Leasing Registration Form New & Repeat Renters

(Information is kept confidential)

Leasing Restrictions: All NEW Lease(s) ONLY to Mariner's Cove as of 3/2018 shall provide information for a Background Check. Please submit completed form, along with signed Background Disclosure Form, check \$40.00 per person payable to Alliant Property Management. ** Lessee(s) must be 55 or older and provide proof of age. Copy of photo ID is required (license, passport, state ID). This is a "No Pets" community. Mail to Alliant Property Management, ATTN: Rental Dept, 13831 Vector Ave., Fort Myers, FL 33907.

INCOMPLETE APPLICATIONS WILL DELAY THE PROCESS TO OBTAIN BOARD APPROVAL.
If you have a repeat renter, please return leasing form only Background check not required. Complete and place leasing registration form only into the office mail slot.

** A home shall be leased a minimum of 30 days and a maximum of 8 months in a 12-month period. A lessee(s) can reside within Mariners Cove for a maximum of 8 months in any 12-month period. Owners must provide a proper vehicle parking area on concrete on the property and are responsible for the actions of the Lessee(s). There is no sub-leasing. Forms must be turned in at least 5 working days prior to start date of lease. Out of state, allow 10 days for mailing. If two homes are owned, only one home may be leased, the other home must be occupied by the owner.*

Lot # _____ Park Address _____

Unit Owner _____

Phone _____ Email _____

Arrival Date _____ Departure Date _____

Leasing Occupant(s) residing in the home.

Name _____ DOB _____

Name _____ DOB _____

Emergency Contact:

Name _____ Phone _____

Address _____

City _____ State or Province _____ Zip _____

Email _____

Owner is responsible for any violations of the Mariner's Cove Documents by Occupants residing in the home.

Owner's Signature _____ Date _____

MARINERS COVE HOMEOWNERS ASSOCIATION
20700 Basin Drive
Estero, FL 33928

DISCLOSURE AND RELEASE FOR INVESTIGATION
FOR OCCUPANCY PURPOSES ONLY

*Please Print Your Full Name SSN

*Please Print Any Other Names You Have Used (if applicable) *DOB

*Street Address

*City * State *Zip Code

*Driver's License# * Exp. Date *State Issued

I hereby give consent for an investigative criminal history report for occupancy purposes. It may include information about me obtained from Law Enforcement Agencies, State Agencies, Public Records information such as criminal history information, motor vehicle records, such as are allowed by law and in accordance with the American with Disabilities Act. Your signature below indicates your understanding that this authorization shall remain with Alliant Property Management for the course of your residency.

My signature certifies that I have read and agree with the above statement.

Signature

Date

*Denotes required fields

**RENTING/LEASING IN MARINERS COVE HOMEOWNERS ASSOCIATION
PLEASE READ (2018)**

13. LEASING OF DWELLING UNITS. The privilege of an Owner to rent or lease a home shall be allowed if the procedures as stated in the Association Documents are followed. The Association and its Management shall have the authority to approve all leases new or renewals, promulgate or use a uniform lease application, and gather information from the proposed Tenant(s) for Background Check (applicant(s) pays fee). An interview with all Occupants may be a condition for approval. The privilege may be revoked by the Association if the Owner abuses it or fails or refuses to follow the required procedures.

B. Background Check. All persons, new to the Mariner's Cove community, including but not limited to, those who buy, lease, or receive title by devise or inheritance, and all proposed Occupants, must agree to a background check and each shall complete the Association Background Check form for the Association to run a Background Check. A Background Check fee to be established by the Board will be charged to the applicant(s). A personal interview with the applicant(s) will provide the applicant(s) an opportunity to respond to the Background Check information. Being convicted of, or having pleaded no contest to, the following, but not limited to the following, may be valid reasons for disapproval of occupancy by Owners, buyer(s), Lessees(s), and other Occupants within Mariner's Cove community:

1. A felony involving sexual battery, sexual abuse, or lewd and lascivious behavior;
2. A sexual offense regardless of when the offense occurred;
3. Violent crime(s) involving murder, personal injury, non-negligent manslaughter, rape;
4. Offenses against family and children

Home Leasing Restriction. In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of homes by their Owners shall be restricted as provided in this section.

A. Lease Entire Home. An Owner may lease only his/her entire home, and then only in accordance with this Section. An Owner of two properties shall only lease one unit.

B. AirBNB. Airbnb, a peer-to-peer online marketplace and homestay network that enables people to list or rent short-term lodging in residential properties, shall not be permitted.

C. Natural Person Age 55 or Older. The Lessee must be a natural person, age 55 or over, as opposed to an artificial entity such as a corporation, partnership, trust, etc., and no one under 18 years of age may reside as part of the lease agreement.

D. Time Restrictions

1. **Thirty Days.** No home may be leased for less than thirty (30) days.
2. **Eight Months.** Home may be leased for a maximum of eight (8) months in any twelve (12) month period. A Lessee(s) can reside within Mariner's Cove Community for a maximum of eight (8) months in any twelve (12) month period.
3. No subleasing or assignment of lease rights by any Lessee is allowed.

Procedure for Leasing of Lots.

1. Association's Lease Form/Registration Form. Owner shall complete the Association Lease Form and Registration Form and return to Association at least five (5) days prior to the starting date of the lease to allow the Association to conduct a background check on all proposed Occupants as per the Association Documents.

2. Tenant Agrees to Follow the Rules. Lease will provide or shall be deemed to provide that the Tenant(s) has read and agreed to be bound by the various restrictions contained in the Association Documents such as but not limited to age restrictions, "No Pets" policy, use of Common Areas, speed limits, and Guest visitation. Lease shall further provide or be deemed to provide that any violation of the applicable Association Documents shall constitute a material breach of the lease and subject the Tenant to eviction. Any individual residing in home for thirty (30) days or more in any calendar month shall be deemed a Tenant and subject to approval as required herein.

B. During Leasing Term

1. Occupant Covenants. All of the provisions of the Association Documents shall be applicable and enforceable against any person occupying a Lot as a Lessee, Tenant, or Guest to the same extent as against the Owner. A covenant on the part of each Occupant to abide by the provisions of the governing Association Documents, designating the Association as the Owner's agent with the authority to evict the Tenants in the event of breach of such covenant, shall be deemed to be included in every lease or rental agreement, whether oral or written, and whether specifically expressed in such agreement or not.

2. Owner Restriction. An Owner, whose home is leased, may not use the recreation or parking facilities during the lease term unless visiting another Member as a Guest. If an Owner has two properties, renting one and living in the other, this restriction does not apply.

3. No Pet Policy. "No Pet" policy shall apply to Lessee and any Guest.

4. Violations by Tenants.

a. Owner's Responsibility. If Tenants fail to abide by the applicable Association Documents, the Owner shall be responsible for the conduct of the Tenant. The Owner shall have the duty to bring his/her Tenants' conduct into compliance with the Association Documents by whatever action is necessary, including without limitation, the institution of eviction proceedings.

b. Association Authority. If the Owner fails to bring the conduct of the Tenant into compliance with the Association Documents, the Association shall have the authority to act as agent of the Owner to undertake whatever action is necessary to abate the Tenants' noncompliance with the Association Documents, including without limitations, the right to institute an action for eviction against the Tenant in the name of the Association. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the Owner in the same manner as common expense charges.

13.3 Remedies for Non-Compliance. The Association concurrently shall have any one or more of the following remedies for non-compliance in addition to those provided elsewhere in the Association Documents.

A. Injunction. In the event of a lease of a unit, and the occupancy and other requirements are not met as stated in the Association Documents, the Association shall be entitled to file for and obtain an injunction against the Owner of the unit or Lessees(s) and/or other Occupants of the unit, removing the unauthorized Lessee(s) and/or unauthorized Occupants.

B. Eviction. The Association shall also be entitled to evict the unauthorized Lessee(s) and other unauthorized Occupants of the unit, as agent for the Owner(s). This right of eviction by the Association shall apply after:

1. Notice. The Association mails notice to the Owner(s) by certified mail, return receipt requested, or provides notice by hand delivery of its intent to resort to its right to evict.

2. Owner Fails to Evict. Provided that the Owner fails to commence eviction proceedings on his/her own and fails to so notify the Association, within fourteen (14) days.

3. Costs and Fees. Costs and attorney's fees incurred by the Association in connection with the exercise of its remedies, provided that the Association prevails, shall be the responsibility of the Owner of the unit, and shall to the extent awarded by a Court under Chapter 83, Florida Statutes, shall also be the responsibility of the Lessees.

13.4 Association As Owner's Agent. All of the provisions of the Association Documents shall be applicable and enforceable against any person occupying a home as a Lessee or Guest to the same extent as against the Owner.

13.5 Collateral Assignment of Rents.

A. Collect Rent. In the event an Owner is in default in payment of assessments for common expenses or any other monetary amounts owed to the Association, the Association shall have the authority to collect rents directly from the Owner's Tenant. Upon demand by the Association the Tenant shall pay said rent to the Association. The procedures applicable to the collection of such rents shall be as provided by applicable Florida law. Such rental payments shall be collected in accordance with the procedures established by the Board of Directors and applied in accordance with the Association Documents until all past due amounts are paid in full.

B. Tenant Non-compliant. In the event such Tenant is given Notice by the Association of its right to collect the rent and fails to remit said rents directly to the Association within seven (7) days after the day the Tenant's next rental payment is due, the Association shall have the right to terminate the lease and evict the Tenant. For the purpose of such eviction, the Association shall be deemed to be an agent of the Owner/landlord. The authority granted in this Section is in addition to any authority granted by law.