

PLEASE RETURN THIS COMPLETED APPLICATION ALONG WITH:

COPY OF THE LEASE AGREEMENT

COPY OF EACH APPLICANT'S DRIVERS LICENSE

NATIONAL CRIMINAL BACKGROUND CHECK ON ALL APPLICANTS OVER THE AGE OF 18 YEARS OF AGE

ACKNOWLEDGEMENT REQUIREMENT PAGE

ADDENDUM TO THE LEASE PAGE

INITIALED RULES AND REGULATIONS

INITIALED RECYCLE INSTRUCTIONS

ACTION TAKEN BY BOARD OF DIRECTORS

_____ **Approved**

_____ **Denied**

By: _____

Date: _____

Musa at Daniels Condominium Association, Inc.

c/o Hayden & Associates
12650 Whitehall Drive
Fort Myers, FL 33907
Phone (239) 489.4890 Fax (239) 489.4980

Lease Application

This application must be submitted along with a non-refundable processing fee of \$100.00 made payable to Hayden & Associates. A minimum of 20 days processing time is required prior to the start of any lease. NO NEW TENANTS MAY MOVE INTO MUSA AT DANIELS WITHOUT PRIOR APPROVAL FROM THE ASSOCIATION. Agent, owner or tenant must provide the Association with a background check on all residents over the age of 18 years. A copy of the lease must be attached. (Upon approval, Gym keys are \$5 and Pool Passes are \$20).

Address & Unit # _____

Present Owner _____ Phone # _____

Owner's Address _____

Property Management _____ Universal Team Realty

E-mail _____ ken@utrfl.com Phone # _____ 239-791-8321

Applicant #1 _____ Phone # _____

Current Home Address _____

Phone # _____ E-mail _____

Place of Employment _____ Work Phone _____

Applicant #2 _____ Phone # _____

Current Home Address _____

Phone # _____ E-mail _____

Place of Employment _____ Work Phone# _____

The documents of the association provide for the obligation of the homeowners that all living units be used as single family residence only. Please state the name and relationship of all other person who will be occupying the unit on a regular basis:

Name: _____ Relationship: _____

Name: _____ Relationship: _____

Person to be notified in case of an emergency:

Name: _____ Phone #: _____

Relationship: _____ E-mail: _____

Vehicles to be kept at the residence during the lease term:

Make/Model _____ Color _____
License Plate # _____ State _____

Make/Model _____ Color _____
License Plate # _____ State _____

TENANT EMERGENCY OR AFTER HOUR MAINTENANCE ISSUES:

If a maintenance issue should arise within the rental unit at any time, the tenant is to call the Unit Owner and/or Property Management Company regarding such maintenance repairs, including but not limited to emergency and after hour situations. In case of a medical emergency, please call 911.

Real Estate Company and Agent hereby authorizes The Musa at Daniels Condo Association and/or its managing agent to telephone or e-mail them for any issues that may arise for this property or this applicant(s).

Management Company: Universal Team Realty **Agent:** Ken Buhr
E-mail: ken@utrfl.com **Telephone #:** 239-791-8321

Unit Owner: _____ **Telephone #:** _____
E-mail: _____

Owner/Landlord's Agent **Date:** _____

Applicant **Date:** _____

Applicant **Date:** _____

Applicant **Date:** _____

Unit # to be leased

MUSA AT DANIELS CONDOMINIUM ASSOCIATION

**c/o Hayden & Associates
12650 Whitehall Dr.
Fort Myers, FL 33907
239/489-4890 Fax: 239/489-4980**

PET AGREEMENT/APPLICATION

NAME _____ PHONE _____ UNIT NUMBER _____

TYPE OF PET _____ BREED _____ WEIGHT _____

NAME OF PET _____ AGE _____ COLOR _____

VERTERINARIAN NAME _____ PHONE NUMBER _____

1. In consideration of the privilege of keeping a pet, I agree to pay a one-time non-refundable pet fee of \$300 made out to Musa at Daniels.
2. Pet may not weigh more than 30 lbs when full grown. No dangerous breeds (Including: Dalmatian, Boxers, Presa Canario, Chow Chow, Doberman Pinscher, Alaskan Malamute, Huskie, German Shepherd, Rottweiler, Pit Bull, or any combination thereof).
3. Resident will reimburse lessor for any damages caused by pet.
4. Pets must be on a leash at all times outside of the apartment. This is required by law and pet owners will be fined \$50.00 for each violation.
5. Pets may not be tied outside of the apartment or left unattended on lanais.
6. Stray pets will be picked up by animal control or dropped off at the animal shelter.
7. Pets are not permitted in office/clubhouse, pool, pool area, tennis courts, or fitness center.
8. The "Poopie Scoop" policy requires owners to clean up after their pet.
9. Up to date pet vaccinations must be attached to this application.

I certify that the above information is true to the best of my knowledge. I understand the above rules and agree to remove my pet if the above information is violated. I will also agree to reimburse lessor for any damage caused by the enforcement of these rules.

Resident

Management

Resident

Date

Resident does not have any pets _____

PAVESE LAW FIRM

1833 Hendry Street, P.O. Box 1507
Fort Myers, Florida 33902-1507
(239) 334-2195
(239) 332-2243

MEMORANDUM

TO: MUSA at Daniels Board of Directors
FROM: Christina Harris Schwinn, Esq.
DATE: June 19, 2018
RE: *Fake Service Animal Registration*

Over the years the number of services available on the Internet where a person can purchase fake service animal certifications has skyrocketed.

Section 413.08, *Florida Statutes* provides in pertinent part:

A service animal is not a pet and a service animal is a dog or small horse.

The service animal must be under the control of its handler and it must have a harness, leash or other tether unless the handler is unable to use same due to a disability. Regardless, the service animal must be under the control of the handler.

A handler is responsible for the damages caused by a service animal.

A person who knowingly and willfully misrepresents herself or himself, through conduct or verbal or written notice, as using a service animal and being qualified to use a service animal or as a trainer of a service animal ***commits a misdemeanor of the second degree*** (emphasis added), punishable as provided in s. 775.082 or s. 775.083 and ***must perform 30 hours of community service*** (emphasis added) for an organization that serves individuals with disabilities, or for another entity or organization at the discretion of the court, to be completed in not more than 6 months.

Initial _____

Musa at Daniels

Rules and Regulations as of September 21, 2016

- 1. STORAGE OF ITEMS IN THE COMMON AREAS:** The sidewalks, entrances, passages, lobbies and hallways, and like portions of the Common Elements shall not be obstructed or used for any purpose other than for ingress or egress to and from the Condominium Property, nor shall any carts, bicycles, carriages, chairs, tables, clothing, shoes or any other objects be stored therein except for areas (if any) designated for such purposes. Association maintenance may remove any items in the breezeways and Common Areas and charge the Unit Owner for removal of any item(s)
- 2. UNIT OWNER PROPERTY:** The property of Unit Owners and occupants must be stored inside of their respective Units.
- 3. BALCONIES AND LANAIS:** No articles **other than patio-type furniture** shall be placed on the balconies, patios, terraces and/or lanais or other Common Elements or Limited Common Elements. No linens, cloth, clothing, shoes, bathing suits or swimwear, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, balconies, patios, terraces, lanais, railings or other portions of the Condominium or Association Property.
- 4. OBJECTS:** No Unit Owner or occupant shall permit anything to fall from a window or a door of the Condominium or Association Property, nor sweep or throw from the Condominium or Association Property any dirt or other substance onto any of the balconies, patios, terraces, and/or lanais, or elsewhere in the Building or upon the Common Elements. Each Unit Owner shall be responsible for cleaning up after themselves, and their guests, tenants and invitees, when within the Condominium Property or Association.
- 5. WINDOWS:** No Units shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass, unless approved in advance by the Board of Directors in writing. No unsightly materials may be placed on or inside any window or glass door or be visible through such window or glass door. Shades in the form of a Bamboo Screen (retractable from the top 8ft x 8ft) are allowed on Unit lanais. Any Window covering must have a white backing facing the exterior of the unit.
- 6. REFUSE:** No garbage, refuse, trash or rubbish shall be deposited anywhere except as permitted by the Association. The requirements from time to time by the company or agency providing trash removal services for disposal or collection shall be complied with. All equipment for storage, recycling, or disposal of such material shall be kept in a clean and sanitary condition. All refuse must be bagged and bags must be deposited inside the refuse container and ***not adjacent to the outside of refuse container***. All bulk items, such as furniture and appliances must not be placed inside the containers and must be placed outside the refuse enclosure wall, and not to obstruct access to the enclosure gates. Contact management and the Trash Hauler prior to placing bulk items for pick up. Depositing oils, chemicals or any other liquid(s) is strictly prohibited.
- 7. VEHICLES:** No repair of vehicles shall be made on the Condominium Property and inoperable vehicles are subject to be towed if left on the Condominium Property longer than thirty (30) days.

No boats, trailers, recreational vehicles or commercial vehicles, including but not limited to motor homes and campers, are permitted for storage on the Common Areas of the Condominium.

Yearly MUSA parking stickers for the personal vehicles of Owners and occupants are required for each current year. Any vehicle without a current year parking sticker is subject to towing and removal at the owner's expense.

No vehicles may park in driveways or in front of garage access doors unless owned or allowed by the Owner of said garage. Unit Owners shall neither park, nor shall they permit their families, tenants or guests to park in the parking spaces adjacent to and outside of garages owned or rented by another unit Owner, or in such manner as to prevent ready access to the parking garage of other Unit Owners. Improperly parked vehicles shall be subject to removal at the owner's expense. No parking shall be permitted at any drive lanes or roads, which run throughout the development.

No Unit Owner shall keep a junk vehicle (defined as a non-operating vehicle) or any vehicle, which does not bear a valid, current tag license plate registered to that vehicle on the Association property at any time unless stored in a garage. No Unit Owner, tenant, or guest shall conduct any vehicle repair except on vehicles parked inside the garages.

8. PARKING PERMITS: There are no assigned parking spaces. Parking Permits for the Personal Vehicles of Owners and Occupants are required by the Board of Directors. All MUSA at Daniels Residents and Guests are required to have a valid Parking Permit in plain view on their vehicle in a place determined by the Board of Directors.

1) Only Tenants who are on the lease and owners will be issued a Parking Permit. Only one (1) Parking Permit will be issued per unit. Additional Parking Permits will be issued based on availability and at the discretion of the Association.

2) Proper Identification / Documentation are required for **ALL** Residents:

- i) **OWNERS** –a valid Vehicle Registration, a valid Driver's License and when applicable, proof of pet Vaccinations and a picture of the Pet.
- ii) **TENANTS** – Copy of the current Lease, a valid Vehicle Registration, a valid Driver's License and when applicable, proof of pet Vaccinations and a picture of the Pet.

3) **GUEST PARKING PERMITS**

- i) Anyone parking their vehicle overnight in our parking lot without a permanent valid Parking Permit will be considered a Guest.

(1) **ALL** overnight Guests **WILL** be required to have a Parking Pass.

- (2) A Guest Parking Pass can be issued for the time period of fourteen (14) consecutive days. Any Guest that needs a Parking Pass for a longer period of time will be issued at the digression of the Association.
- (3) Overnight Guest Parking Passes can be picked up at the MUSA Clubhouse or the offices of the Condo Management Company during regular posted business hours.
- (4) Each Unit will be issued one (1) Permanent Parking Pass for their **GUESTS**. If this Guest Parking Pass is lost or stolen, a replacement fee of \$100 will be charged. Any abuse of the privileges of this pass will result in the Association revoking the use of the Permanent Guest Parking Pass for that Unit.

ANY VEHICLE THAT IS PARKED IN THE MUSA CONDOMINIUM PARKING LOT WITHOUT A CURRENT PARKING STICKER, A PROPER GUEST PASS OR, IS PROHIBITED IN SCHEDULE A TO THE BY-LAWS OF THE MUSA AT DANIELS CONDOMINIUMS IS SUBJECT TO A WARNING, FINE OR TOWING OF THE VEHICLE.

9. QUIET ENJOYMENT: No Unit Owner or occupant shall make or permit any disturbing noises, nor allow any disturbing noises to be made by the Owner's family, employees, agents, tenants, visitors or licensees or permit any conduct by such persons or pets that will interfere with the rights, comforts or conveniences of other Unit Owners or occupants. No Unit Owner or occupant shall play or permit to be played any musical instrument, nor operate or permit to be operated a stereo, phonograph, television, radio or other sound amplifier in their Unit in such a manner as to disturb or annoy other residents. No Unit Owner or occupant shall conduct or permit to be conducted, vocal or instrumental instruction at any time, which disturbs other residents. Quiet enjoyment time is defined as the period from **11pm to 8am daily**.

10. SIGNAGE: No sign, advertisement, notice, graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, or on any part of the Condominium or Association Property, except signs used or approved by the CONDOMINIUM ASSOCIATION BOARD OF DIRECTORS or required by law. Additionally, no awning, canopy or shutter or other projection shall be attached to or placed upon the outside walls or roof of the Building or on the Common Elements without the proper prior written approval of the Board of Directors of the Association. Exterior modifications are also restricted in the manner provided by the Homeowner's Covenants. All consideration for any changes must be done through the Association.

11. STORAGE OF FLAMMABLES AND LIQUIDS: No flammable, combustible or explosive liquids, chemicals or substances shall be kept in a Limited Common Element or on the Common Elements, other than as is reasonable and customary in vehicles and/or cleaning supplies

12. Outdoor Grilling / Cooking: . Only the specifically designated areas of the Association in the center court area of the complex is approved for BBQ or other cooking and only on Association designated devices.

13. HURRICANE SEASON: A Unit Owner or occupant who plans to be absent during the hurricane season must prepare his or her Unit prior to departure by designating a responsible firm

or individual to care for the Unit, should a hurricane threaten the Unit or should the Unit suffer hurricane damage and shall furnish the Association with the name(s) of such firm or individual. Any damages caused by items not removed from a Lanai will result in that Unit Owner being responsible for all repairs and mold mitigation of all the Units affected by failure to follow this rule.

14. WALLS, DOORS, BALCONIES, AND RAILINGS: A Unit Owner or occupant shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, railings or windows of the building. Notwithstanding the foregoing, any Unit owner may display one portable, removable 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, removable official flags, not larger than 4 and 1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard. All other flags are prohibited. Temporary Holiday displays are permitted at the discretion of the Association.

15. SATELLITE DISHES: Installation of satellite dishes by Unit Owners shall be restricted in accordance with the following:

1. Installation shall be limited solely to the Unit or any Limited Common Elements appurtenant thereto, and may not be on the Common Elements.
2. The dish may be no greater than one meter in diameter and to the extent that same may be accomplished without impairing reception of an acceptable quality signal,
3. Unreasonably preventing or delaying installation, maintenance or use of an antenna, unreasonably increasing the cost of installing, maintaining, or using an antenna, the dish shall be placed in a location which minimizes its visibility from the Common Elements.
4. It is the responsibility of the Owner / Satellite Installer to cover all cable running from the dish (until it enters the Unit) with a proper casing that matches the color of the outside of that building.

All installations and placements of Satellite Dishes are controlled and restricted by the Association

16. HVAC UNITS: No window air conditioning units may be installed by Unit Owners or occupants. **INSTALLATION OF ALL NEW AIR HANDLERS AND AIR CONDITIONING CONDENSING UNITS MUST BE INSTALLED BY A FLORIDA STATE LICENSED HVAC PROFESSIONAL.** Unit Owner must obtain the appropriate permit(s) from the city and/or county, which a copy is to be delivered to the Association office, prior to installation. Absolutely no window fans are allowed to be placed in any window within the complex. All wiring that runs on the outside of the building must be covered and match the color of the exterior of the building.

17. SUPERVISED CHILDREN: Children shall be the direct responsibility of the parents or legal guardian, including full supervision of them while within the Condominium Property and including full compliance by them with these Rules and Regulations and all other Rules and Regulations of the Association. All children twelve (12) years of age and under must be accompanied by a responsible adult when entering and/or utilizing the recreational facilities and/or pool areas. You must be a minimum of 18 years of age to supervise underage (12 and under) children.

18.

PETS: Pets, birds, and other animals, reptiles or wildlife shall neither be kept nor maintained in or about the Condominium Property except in accordance with the following terms of Declaration:

Resident Owners/Tenant Restrictions:

Two (2) domesticated dogs, or two (2) cats, or a dog and a cat may be maintained in a Unit provided such pets are permitted to be so kept by applicable laws and regulations. Pets are not allowed to be left unattended on balconies, terraces, patios or in lanai areas, generally, such pets shall not be a nuisance to residents of other Units or of neighboring buildings, and neither shall have a weight in excess of Thirty (30) pounds at maturity, and shall not be a breed considered to be dangerous by the Board of Directors (listed below). Neither the Board nor the Association shall be liable for any personal injury, death or property damage resulting from violation of the foregoing or from the approval of any pet, and any occupant of a Unit committing such a violation shall fully indemnify and hold harmless the Board of Directors, each Unit Owner and Association in such regard.

Applicable to ALL Owners and Tenants: No breed considered to be dangerous by the Board of Directors (listed below) will be allowed.

Restricted Breeds of Dogs: Dalmatian, Boxers, Presa Canario, Chow Chow, Doberman Pinscher, Alaskan Malamute, Huskie, German Shepherd, Rottweiler, Pit Bull, or any combination thereof.

Additional Pet Rules

- 1) Unit Owners or Occupants shall pick up all solid waste from their pets and immediately place the waste in a plastic bag and dispose it in a refuse container either inside the Unit, at a pet waste disposal site, or inside of a dumpster. Waste shall never be stored outside Unit doors, on stairs, or placed or stored on any Association Common or Limited Common Areas.
- 2) All pets (including cats) must be kept on a leash of a length that affords reasonable control over the pet at all times when outside the Unit or enclosed patio, balcony or lanai.
- 3) Any landscaping damage or any other damage to the Common Elements caused by a Unit Owner's / Occupant's pet must be promptly repaired by the Unit Owner / Occupier. The Association retains the right to affect such repairs and charge the Unit Owner or Tenant thereafter.
- 4) Pets shall only be walked or taken upon those portions of the Common Elements designated by the Association, if any, from time to time for such purposes.
- 5) Pets shall only be in the hallways of the Building as a means of direct ingress or egress to and from the Unit of the Owner and the exterior of the building.
- 6) Pets are not allowed in any recreational or pool areas at any time.
- 7) Pets need proof of collar tags and documentation of required inoculations, specifically rabies vaccination and paperwork is to be submitted to the Association

8) Fish or caged domestic (household-type) birds may be kept within the Units, but are not permitted on lanais at any time subject to the provision of the Declaration.

19. Glass Containers Prohibited: ALL Glass Containers, including bottles, drinking glasses, and all other beverage bottles are prohibited inside the fenced areas of the Association. **This includes the Pool and Tennis areas.**

20. No Smoking: Smoking is not allowed in the pool areas, clubhouse, fitness center, tennis courts, or hot tub.

21. Water Shut Off: The Water Supply must be shut off inside your Unit if you are gone from your Unit for a period of more than three (3) days. Any water damage caused by a water leak from failure to follow this rule will result in that Unit Owner being responsible for all repairs and mold mitigation of all Units affected by the water leak.

22. Responsible Parties: These Rules and Regulations shall be cumulative with the Covenants, Conditions and Restrictions set forth in the Declaration of Condominium and the Homeowners Covenants, provided that the provisions of the same shall control over these Rules and Regulations in the event of a conflict of a doubt as to whether a specific practice or activity is or is not permitted. All of the Rules and Regulations shall apply to all Unit Owners, Guests, invitees and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners from specific Rules and Regulations upon request thereof and good cause is shown in the sole opinion of the Board.

The Association may levy fines for violating the above. Fines may be levied in the amounts of up to \$100 per day for each violation. In addition owners and occupant are liable for their invited guest(s) and their actions and their guests also must adhere to all of the above Rules and Regulations. Repeated offenders will be subject to fines and in the case of tenant occupant's eviction by the Association, owners or Owner's condominium manager. Every Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action, which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, a fine or fines may be imposed upon the Owner for failure of an Owner, or such Owner's family, guests, invitees, lessees or employees, to comply with any Covenant, Restriction, Rule or Regulation herein or in the Declaration or By-Laws, provided that the procedures set forth in the Declaration for fining are adhered to. Fines shall not be construed to be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or Occupant.

RULES AND GUIDELINES FOR RECYCLING

ABSOLUTELY NO PLASTIC GARBAGE BAGS OR SOLID WASTE(GARBAGE) ALLOWED IN RECYCLE CONTAINERS

THIS IS THE LIST OF "CLEAN" RECYCLE ITEMS THAT MAY BE PLACED INTO THE CONTAINERS:

CARDBOARD

*CORRUGATED BOXES, PAPER TUBES, CEREAL BOXES, WRAPPING PAPER, FILE FOLDERS, POSTER BOARD, WAXED CARDBOARD, WAXED COATED BEVERAGE CONTAINERS

-FLATTEN BOXES, REMOVE PLASTIC LINERS AND ALL STYROFOAM PACKING MATERIAL-

ALL PAPER

*magazines, junk mail, envelopes, newspaper, flyers, brochures, writing, typing and computer paper,

Books, cancelled checks

-CLEAN, DRY PAPER ONLY GOES INTO THE CONTAINER

GLASS

*JUICE, POP & SODA, WATER BOTTLES, BEER & WINE BOTTLES, FOOD JARS

-REMOVE LIDS, RINSE TO REMOVE RESIDUE, DO NOT BREAK GLASS-

METALS

*TIN FOOD CANS, ALUMINUM, BEVERAGE CANS, ALUMINUM FOIL, METAL UTENSILS, WIRE, COPPER & BRASS

-EMPTY AND RINSE CANS TO REMOVE FOOD RESIDUE, REMOVE ALL LABELS-

PLASTICS

*PLASTIC BOTTLES USED FOR MILK, JUICE, SOAP AND SOFT DRINKS

-RINSE CONTAINERS TO REMOVE RESIDUE-

ITEMS NOT ACCEPTED

*WET, WAXED & SOILED PAPER AND CARDBOARD, USED PAPERPLATES AND PAPER TOWELS

*LIGHT BULBS, WINDOW GLASS, DRINKING GLASSES OR MIRRORS

*CANS USED FOR CHEMICALS OR PAINTS, AEROSOL SPRAY CANS, APPLIANCES, POWER TOOLS OR BATERIES

*CONTAINERS USED FOR CHEMICALS OR AUTO PRODUCTS, RUBBER PRODUCTS, SYROFOAM CUPS & PACKING MATERIAL, PHOTOGRAPHIC FILM, PLASTIC BAGS, POLYVINYL SHEETING, HEAT SHRINK WRAPPING