

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

APPLICATION FOR APPROVAL TO PURCHASE

TO: The Board of Directors of Musa At Daniels Condominium Association, Inc

I hereby apply for approval to Purchase/Lease address _____
A complete copy of the signed Purchase Agreement or Lease is attached.

In order to facilitate consideration of this application, I represent that the following is factual and correct, and agree that any falsification or misrepresentation in this application will justify its disapproval. I consent to your further inquiry concerning this application, particularly of the references given.

PLEASE TYPE OR PRINT LEGIBLY THE FOLLOWING INFORMATION

Current Owner's Name _____

Full name of first applicant _____ Date of Birth _____

Home Address _____

City _____ State _____ Zip _____

Home Phone # _____ Business Phone # _____

Cell Phone # _____ E-mail Address _____

Place of Employment _____

If retired, former Profession _____

Address _____ Phone _____

Title/Type of Work _____

Supervisor's name _____

Full Name of Second Applicant _____

Home Address _____

City _____ State _____ Zip _____

Home Phone # _____ Business Phone # _____

Cell Phone # _____ E-mail Address _____

Place of Employment _____

If retired, former Profession _____

Address _____ Phone _____

Title/Type of Work _____

Supervisor's name _____

VEHICLE #1 INFO: Make _____ Model _____ Color _____

License plate _____ State _____ Driver's license no. _____

VEHICLE #2 INFO: Make _____ Model _____ Color _____

License plate _____ State _____ Driver's license no. _____

Person to be notified in case of emergency:

Name: _____

Address: _____

City/State/Zip: _____ Phone #: _____

Realtor Name: _____ Phone #: _____

E-Mail: _____ Address: _____

The Documents of Musa At Daniels Condominium Association Inc. provide an obligation of the unit owners/lessees that all units are to be used as single-family residences only. Please state name, relationship and age of all other persons who will be occupying the unit on a regular basis:

Name _____ Relationship _____ Age _____

Name _____ Relationship _____ Age _____

Name _____ Relationship _____ Age _____

Name _____ Relationship _____ Age _____

Alternate Address for notices connected with this application:

Name: _____ E-mail: _____

Address: _____

City/State/Zip: _____ Telephone#: _____ Cell: _____

Circle the number that applies to the following:

- 1. Reside here on a full-time basis.
- 2. Reside here part-time.
- 3. Lease the unit.

I will provide the Association with a copy of our recorded deed within ten (10) days after closing.

I/We the undersigned, buyers of the above property in Musa At Daniels do hereby agree to be bound by the Declaration of Protective Covenants, Conditions and Restrictions, By-laws, Articles of Incorporation and the Rules and Regulations of the Association. Please note: the Seller needs to provide Documents.

I/We understand and agree that the Association is authorized to act as the Owner's Agent, with full power to take whatever action may be required, including eviction, to prevent violations by lessees and their guests, of provisions of the Documents and the Rules and Regulations of the Association.

A \$100.00 non-refundable application fee must be submitted with this application. Make check payable to: Hayden and Associates, Inc.

Applicant

Applicant

Date

Date

**For an approval to be issued, the following must
Be returned at least 30 days prior to closing:**

Mail to:

- ___ Completed Application
- ___ \$100.00 Application Fee
- ___ Signed Set of Rules & Regulations
- ___ Two (2) Completed Character References Forms
- ___ Copy of the Signed Purchase Agreement

Hayden & Associates
12650 Whitehall Drive
Ft Myers, FL 33907

ACTION TAKEN BY BOARD OF DIRECTORS

___ Approved ___ Disapproved Date _____

By: _____ Office _____
Board Member or Agent

Musa at Daniels Condominium Association, Inc.

Character Reference Form

This section to be completed by Applicant prior to giving to Reference

Applicant Name: _____

Address at Musa: _____

This section to be completed by person submitting the reference

Date reference is given: _____ / _____ / _____
Month day year

Reference's Name: _____
Print First and Last Name

City, State & Zip: _____

Telephone: _____ Cell: _____

Email: _____ @ _____

To whom it may concern:

The Applicant named above is applying for approval for residency in a Deed Restricted Community. The Board of Directors would appreciate it if you would furnish us with information you feel to be pertinent in verifying the character and stability of the applicant. This completed Character Reference Form MUST be received in order for the Board to approve their application for lease. Thank you for your assistance in this matter.

How do you know the Applicant? _____

For how long have you known the Applicant? _____

Would the Applicant make a good neighbor? Yes No

Please describe the Applicants character and stability as you know them:

Reference's Signature

All Applicants Initials

Musa at Daniels Condominium Association, Inc.

Character Reference Form

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This section to be completed by person submitting the reference

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Month day year

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Reference's Signature

All Applicants Initials

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. Picture of pet and 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 _____

RULES ON RECYCLING

Items that you CAN recycle:

Paper- Junk mail, newsprint, magazines, printing paper, phone books, etc. Basically, any kind of paper except shredded, waxed, metallic or soiled. (No hard cover books - donate those instead)

Metal Cans- Aluminum or steel (tin) cans. Aluminum foil and disposable pans are good, too.

Cardboard- Any kind of box that doesn't have a waxed coating (such as those used to hold milk, juice, and broth) Flatten it to save room in your cart. **NO PIZZA BOXES!**

Plastic Containers- Look for the numbers 1-7 within the recycle triangles on the bottom of the container (no Styrofoam, no plastic bags)

Glass- Green, brown and clear bottles and jars

Items that you CAN NOT recycle:

Worst Offenders:

TRASH- DO NOT PLACE TRASH IN THE RECYCLING CONTAINERS!

Film or Foam Plastics - that means plastic bags, bubble wrap, pool covers and anything made from Styrofoam.

Other Random Plastics - that means toys, hangers, packing peanuts, garden hoses, etc. (If it's not a container marked #1 -#7, don't put it in your recycle bin.)

"Stringy Things" - that means hoses, ropes, wires, strands of lights, etc.

Clothing - clothing, including shoes, is a reuse item. Donate, sell, trade, upcycle, use for rags...just don't put clothing in the recycle bin.

Scrap Metal - the only metal items that belong in your recycle bin are aluminum or metal cans, lids, foil or disposable trays.

Additional Nonrecyclable Items:

- **Aluminum:** pots and pans, cooking utensils, door screens, lawn furniture
- **Glass:** medicine bottles, dishes, drinking glasses, windows & mirrors, cookware (such as Pyrex or Corningware)
- **Metal:** tools, car parts, license plates, cutlery
- **Paper:** shredded paper, paper packaging with wax layer such as in juice boxes or waxed cardboard
- **Plastic:** plastic bags, pool chemical bottles, motor oil and antifreeze containers, household chemical waste containers, flower pots (except black #2), medicine vials, egg cartons, polystyrene trays, newspaper sleeves, Styrofoam
- **Rubber:** hoses, tubing
- **Clothing**
- **Food scraps**
- **Toys**

Initial

MUSA RULES & REGULATIONS

SCHEDULE "B" TO BY-LAWS FOR MUSA AT DANIELS CONDOMINIUM

(AS AMENDED EFFECTIVE March 14th, 2017)

MUSA at Daniels is a private Condominium Association and as such is governed by rules, regulations and a Board of Directors. All residents of MUSA are required to adhere to all rules, regulations and amendments. After reading these rules please sign this original copy, as it will be kept on file at the MUSA office. Should you have any questions, please don't hesitate to ask our office manager at 239 561 5722. Failure to comply with the below rules will result in a fine to you, or the unit owner. Fines start at \$100 per event.

1. Pets: A one- time \$300 PET FEE per pet is applicable for either a dog or cat in a given unit. The PET FEE applies whether the animal belongs to the unit owner or tenant. A photo of your pet is mandatory for MUSA's file.

Two (2) domesticated dogs/cats or one (1) dog and one (1) cat may be maintained in a unit provided such, pets are permitted to be kept by applicable laws and regulations. Pets are not allowed to be left unattended on balconies, terraces, patios or lanai areas; generally, such pets shall not be a nuisance to residents of other units and not permitted in the common area by the heated pool / tennis court green space. A Pet(s) shall not have a weight of more than thirty (30) pounds at maturity, or a combined weight of not more than sixty (60) pounds. Pets will not be a breed considered dangerous by the Board of Directors. The Board of Directors shall not be liable for any personal injury, death, or property damage resulting from violations 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 the association and its managing agents in such regard. No breed (or crossbreed) considered to be dangerous by the Board of Directors (listed below) will be allowed.

Restricted Breeds of Dogs: Dalmatian, Boxer, Presa Canario, Chow Chow, Doberman Pinscher, Alaskan Malamute, Huskie, German Shepherd, Rottweiler, Pit Bull, or any mix in the above.

A) Pet owners shall pick up all solid waste from their pets and immediately place the waste in a plastic bag and dispose of it in a refuse container at a pet waste disposal site, or inside a dumpster. PLEASE DO NOT dispose of pet waste at other site locations near picnic tables, playground areas, etc. (Please be respectful)

B) All pets (including cats) must be kept on a leash of a length that affords reasonable control over the pet at all times while outside.

C) Any landscaping damage or other damage to the Common Elements caused by the unit pet owner must be promptly repaired. The Association retains the right to make such repairs and charge the tenant or unit owner.

Initial

D) Pets shall only be walked or taken upon those portions of the common elements designated by the Association.

E) Pets shall only be walked in hallways of buildings as a means of direct ingress or egress to and from the unit of the owner and the exterior of the building.

F) Pets are not allowed in any recreational, (fenced in), or pool areas at any time.

G) Pets need proof of collar tags and documentation of required inoculations, specifically rabies vaccination and paperwork is to be submitted to the Association **annually**.

H) Fish and caged domestic (household type) birds may be kept within the units, yet are not permitted on lanais at any time subject to the provision of the Declaration.

2) **General Pool Information (below)**

A) No Glass Containers Allowed: No GLASS CONTAINERS, BOTTLES, DRINKING GLASSES, and all other types of glass are prohibited inside the pools, hot tub, tennis courts & fitness center. (No glass is permitted inside any fenced in area)

B) Pool Hours: The pools and hot tub have specific hours of operation according to state law. Anyone entering the pool/hot tub areas in unauthorized times will be fined. Entry and exit to the pool will be provided by your magnetic gate card only – please exit the pool prior to 8pm as it's possible to be "locked in the pool area." Do NOT go over the fence or gate areas for any reason.

C) No Smoking: Smoking (including electronic cigarettes) is not allowed in the pool areas, hot tub, clubhouse, fitness center or tennis courts.

3) Parking Permits: There are no assigned parking spaces at MUSA. Parking permits for personal vehicles are required by the Board of Directors. ALL MUSA residents and guests are required to have a parking permit in plain view of their vehicle in a place determined by the Board of Directors. ONLY tenants who are on the lease and MUSA owners will be issued a parking permit. Up to two parking permits will be issued per unit. An additional parking permit MAY be issued based on availability and only at the discretion of the association.

Proper identification / documentation are required for ALL residents for Parking Permits

Owners – A valid driver's license and valid vehicle registration (good time to provide pet vaccinations and updated photo of a pet –if applicable)

Tenants – A copy of your current lease, valid driver's license, valid registration (pet vaccinations and updated photo of pet – if applicable)

Guest Parking Permits – All overnight guests WILL be required to have a parking pass. A guest parking pass can be issued for up to fourteen (14) consecutive days. Any guest that requires a parking pass for a longer period will be issued at the discretion of the association. A guest permit is a temporary permit, not to be abused into something more "permanent" in nature. Each unit will be issued one (1) parking permit for their guests, if this permit is lost or stolen, a replacement fee of \$100 will be charged. Guest permits can be picked up at the MUSA office during regular business hours.

ANY VEHICLE THAT IS PARKED IN THE MUSA CONDOMINIUM PARKING LOT WITHOUT A CURRENT PARKING STICKER, OR WITHOUT A PROPER GUEST PASS IS SUBJECT TO A WARNING, FINE OR TOWING OF THE VEHICLE

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4) **Vehicles:** No vehicles may park in driveways or in front of garage doors unless owned, or allowed by the owner of the garage. Should the owner discover a vehicle parked in their drive, they have every right to have the unauthorized vehicle towed. The current towing company for such a tow is Reds Towing and they can be reached at 239 936 5408. No repair of vehicles shall be made on MUSA property; this would include oil changes and minor repair. No boats, trailers, recreational vehicles, or commercial vehicles are allowed, unless kept within a parking garage. No motor homes and campers are permitted for storage on MUSA property.

5) **Speed Limit:** Please observe our posted speed limit of 5-MPH. We realize the limit is low, however, always keep in mind that young children, as well as elderly residents live here. **Please drive safely.**

6) **Refuse:** No trash (or recycling) shall be stationed outside of the unit awaiting disposal. Trash/recycling either stays inside the unit, or it is deposited in the dumpster/recycling bins – there is no “holding area” outside the unit door. All trash must be bagged and placed inside the dumpster. Please call the office to inform of any bulk items regarding pickup, such as furniture etc. and they should not obstruct the gate enclosure. **Depositing oils, chemicals or any other liquids is strictly prohibited.**

7) **Quiet Time:** No unit owner or occupant shall make or permit any disturbing noises, nor allow any disturbing noises to be made by the 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, television, radio, or other sound amplifier in their unit in such a manner as to disturb 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 time is defined as the period between 10pm and 8am daily.

8) **Children:** Children under the age of 12-years old are not allowed to use the recreational areas without adult (over 18-years of age) supervision. Recreational areas include: the pool, hot tub, tennis courts and fitness center.

9) **Water Shut Off:** If you are going to leave your unit for more than 3-days, the main water shut off valve for your unit **MUST be shut off.** Any damage caused by a water leak from disregarding this rule will result in that unit being responsible for all repairs and mold mitigation of all affected units. Should you not be able to find this valve, please feel free to contact the office for assistance.

10) **Outdoor Grilling/Cooking:** May be performed on MUSA grills only. Grills are located in designated areas primarily by the large pool (common area). No propane grills are allowed on MUSA property.

11) **TV & Internet Service:** The HOA provides basic video and internet service to all units. This service is provided by Direct Plus (DirecTV) ...Comcast is available for residents who desire to have that service, however, this would be at the resident’s cost. These are the only two companies allowed to provide service at MUSA. **It is not allowed for unit owners to place additional satellite dishes at their units, offenders will be asked to remove them.**

12) **Storage of Items in Common Areas:** Sidewalks, entrances, passages, lobbies, 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. Bicycles, carts, carriages, chairs, tables, clothing, shoes, boots, and any other objects should be stored within the unit. Association maintenance may remove these items in common areas and charge the owner/tenant for this removal.

Initial

13) Unit Property: Whether a unit owner or tenant, your personal property must be stored inside the respective unit. Bicycles are an exception, as you are encouraged to utilize the common bicycle racks.

14) Housekeeping: Each unit owner / tenant is responsible for good housekeeping inside and outside of the unit. This would include cleaning up after themselves, as well as their guests in the common grounds including the parking lot area.

15) Lanais: Patio furniture such as tables and chairs are the items allowed on lanais. Bicycles need to be stored in the unit or at the common bicycle rack. Lanais need to be kept neat and free of other miscellaneous items, including gas grills.

16) Windows: No unit shall have any aluminum foil, or any reflective or tinted product placed in any window or glass door unless approved by the Board of Directors (in writing). No unsightly materials may be placed on or inside of any window or glass door, or be visible through such window or glass door. Shades in the form of bamboo, retractable from top to bottom up to— 8' X 8' are allowed on lanais. Any window covering must have a white backing facing the exterior of the unit.

These rules and regulations shall be cumulative with the covenants and conditions and restrictions set forth in the Declaration of Condominium and 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, tenants, 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 of Directors.

The Association may levy fines for violating the above. Fines may be levied in the amounts of \$100 per day for each violation. In addition, owners and tenants are liable for their invited guest(s) and their actions, and their guests also must adhere to all 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 owners condominium manager. Every owner and tenant shall comply with these rules and regulations as set forth herein, any 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 tenant 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 right and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending owner or tenant shall be deducted from the offset against any damages which the Association may otherwise be entitled to recover by law from such owner or tenant.

Name _____ Unit _____