

**THE SANCTUARY AT PELICAN BAY CONDOMINIUM
ASSOCIATION, INC.**

**C/O SOUTHWEST PROPERTY MANAGEMENT
CORPORATION**

1044 CASTELLO DRIVE, SUITE #206
NAPLES, FLORIDA 34103-1900
(239) 261-3440 ext.12 ♦ FAX: (239) 261-0562
Email: RViera@SWPropMat.com

Lease Application Check-Off Sheet

If your application does not have the following attached, it will be returned to you, delaying your approval:

- A completely filled out and legible application. Please make sure the applicant(s) has signed the application.
- Three (3) completed Character Reference Forms (see attached.) Please have these forms completed by someone (**non-related**) that has known the applicant(s) for a considerable amount of time, and return them with your application. (**Not applicable to Repeat Tenants**)
- A legible copy of the complete Lease Agreement signed by both parties.
- The \$100 application fee. (**Not Applicable to Annual Renewal Tenants of a previously approved lease**) If paying by check or money order, please make payable to: **The Sanctuary at Pelican Bay.**

If you should have any questions regarding the application procedure, please contact our Sales/Lease Administrator, at the number shown above. **Thank you!**

The Sanctuary at Pelican Bay Condominium Association, Inc.

Application For Approval to Purchase or Lease Condominium Unit

To: The Board of Directors of the Sanctuary at Pelican Bay Condominium Association, Inc.

(Please check the appropriate box)

[] I (We) hereby apply for approval to purchase unit _____ in The Sanctuary at Pelican Bay, a Condominium, and for membership in the Condominium Association. A copy of the proposed sale contract is attached.

[] I (We) hereby apply for approval to lease unit _____ in The Sanctuary at Pelican Bay, a Condominium, for the period beginning _____, 20____, and ending _____, 20____. A copy of the proposed lease is attached. (30 Days Min.)

In order to facilitate consideration of this application, I (We) represent that the following information is factual and true, and agree that any falsification or misrepresentation of the facts in this application will justify its automatic rejection. I (We) consent to your further inquiry concerning this application, particularly of the references given below.

PLEASE TYPE OR PRINT LEGIBLY THE FOLLOWING INFORMATION:

Name of Applicant _____ Social Security Number _____

Name of Spouse _____ Social Security Number _____

Present Address _____

Telephone _____ Citizen of US? _____ self _____ spouse

Previous Address _____ (if less than five years)

Nature of Business or Profession (or former if retired) _____

Company or Firm Name and Address _____

Bank Reference _____

The condominium documents of the Sanctuary at Pelican Bay provide an obligation of unit owners and lessees that all apartment units are for single family residence only. Please state the name, relationship, and age of all other persons who will be residing in the unit on a regular basis.

Make of Car _____ Model _____ License PL # _____ State _____

Make of Car _____ Model _____ License PL # _____ State _____

Person to be notified in case of emergency: _____
Relationship _____ Phone _____

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Character Reference Form

_____, 20____.
(Date)

Applicant's Reference's Name (Please print): _____

Street Address: _____

City, State & Zip: _____

Telephone #: _____

RE: Applicant's Name: _____

Association Applying To: THE SANCTUARY AT PELICAN BAY CONDOMINIUM

To Whom It May Concern:

The applicant(s) named above is applying for membership in a Condominium or Homeowner's Association in Southwest Florida. The Board of Directors would appreciate it if you would furnish us with whatever information you consider pertinent regarding the character and stability of the applicant(s).

Upon completion, please return this form to the APPLICANT. This completed Character Reference Form MUST is sent with the application in order for the Board to approve their purchase or lease. Thank you for your assistance in this matter!

Very truly yours,
Raquel Viera ext.12

Sales & Lease Administrator

How do you know the applicant(s)? _____

For how long have you known the applicant(s)? _____

Would the applicant(s) make a good neighbor, in your opinion? Yes No

Please describe the applicant(s) character and stability, as you know them:

Reference's Signature

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Raquel Viera ext.12

Sales & Lease Administrator

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For how long have you known the applicant(s)? _____

Would the applicant(s) make a good neighbor, in your opinion? Yes No

Please describe the applicant(s) character and stability, as you know them:

Reference's Signature

Individual Unit "Approved Rental" Record

- This form shall be kept in the "Unit Owners" file for Compliance Purposes
- Please review Declaration 12.13-13.10
- Please review Rules and Regulations 1-36 with two additions.

"Some" of the rules, a check list to follow:

- Not less than 30 days (R&R 2).
- No unit may be rented more often than three times within one calendar year or within any 13 month consecutive period. (R&R 2)
- Owners "Request to Rent" form must be filled out and signed submitted to the board at least 15 days prior to the rental anticipated occupancy. (R&R 2b)
- The owner shall pay the applicable fee to the association by check or money order (application processing fee). (This payment accompanies the request to rent form, the application form completely filled in by lessee, the Pelican Bay Rental Application transfer from class A to Class B form, the Pelican Bay approval form and a copy of the lease.) If denied, the board shall return funds to the owner. (R&R 2 b)
- It is the owner' responsibility to see that the lessee has read and understands the rules and limitations of his occupancy and that he is willing to abide by them. (R&R 8)
- Approval Form must be signed and approved by the Board. (R&R 2.b)
- Every lease shall have a copy of the Association Rules and Regulations appended to it. (R&R 2.a)
- No Pets

Unit# _____ Owner _____

Annual Renter

Name _____
Dates from: _____ to _____
Rental Agent _____ Phone # _____

Short term Rentals

Three times a within a year (13 month) period

1. Name _____
From _____ to _____
Approval date _____ By _____
Rental agent _____ Phone # _____

2. Name _____
From _____ to _____
Approval date _____ By _____
Rental agent _____ Phone # _____

3. Name _____
From _____ to _____
Approval date _____ By _____
Rental agent _____ Phone # _____



Sanctuary

at Pelican Bay Condominium Association, Inc.

c/o Southwest Property Management Corporation

1044 Castello Dr., Suite 206 Naples, Florida 34103-1900

239.261.3440 Fax 239.261.2013

Association Rules & Regulations

Amended November 1, 2007

1) RESIDENCE USE

- A. Units shall not be used for commercial or professional purposes, and shall be used only as single-family residences.
- B. The keeping of pets within the condominium is prohibited.

2) LEASING

Subject to the following, the entire unit may be rented provided the occupancy is only by one lessee and members of his immediate family, his servants and guests, and the term of the lease is not less than thirty (30) days and not otherwise. No unit may be rented more than three (3) times within one calendar year or within any thirteen (13) month consecutive period.

- A. No apartment shall be leased without the express written approval of the Board of Directors of the Sanctuary Association and every such written lease shall have appended thereto a copy of the Rules and Regulations of the Association.
- B. Owners who wish to rent their units shall completely fill out the OWNER'S RENTAL REQUEST form, and submit it to management for approval by the Board of Directors AT LEAST FIFTEEN (15) DAYS PRIOR to the anticipated occupancy of the Lessee.

In addition, the Owner shall pay the applicable fee, and the Owner's check, certified check or money order for the fee, payable to the Sanctuary Association, shall accompany the Owner's RENTAL REQUEST and the RENTAL APPLICATION FORM which has been completed by the person who will be leasing the unit.

This fee shall be regarded as an "Application Processing Fee".

Upon approval from the Board of Directors, the Pelican Bay Foundation must be notified and I.D. cards must be turned in at the Foundation office before the lessee can obtain a "Renter's Pass" from the Foundation.

If the Board denies an Owner's Request for Lease of his unit, the fee shall be refunded to the Owner. The Association may require the lessee to post a security deposit with the Association to protect against damage to the common elements. Such deposit shall not exceed the equivalent of one (1) months rent.

- C. Occupancy of a unit by Lessees must comply with the Rules and Regulations, and it is the responsibility of the Owner to see that the lessee has read and understands the rules and the limitations of his occupancy, and that he is willing to abide by them.
- D. Occupancy of a Lessee shall be at all times in compliance with the following limitations:
 - 1) Lessee must be twenty-five (25) years of age or older.
 - 2) No subleasing or assignment of lease rights by Lessee is allowed.
 - 3) Pets shall not be permitted.
 - 4) Guests of the Lessee shall not occupy the unit unless the Lessee is in residence.

3) SALE OF UNIT

No unit owner may effectively dispose of his unit unless to another unit owner without a certificate of approval from the Board of Directors.

The applicable fee must accompany the application for approval to purchase or lease the condominium unit when it is submitted to the Board of Directors for approval.

4) OCCUPANCY

Occupancy or to occupy, when used in connection with a unit, means any person who is physically present in a unit overnight.

Maximum occupancy shall mean the number of persons permitted to occupy a unit shall be rated as follows:

- A. Two (2) Bedroom Units Six (6) Persons
- B. Three (3) Bedroom Units Eight (8) Persons

No overnight occupancy is permitted in parking areas.

5) OCCUPANCY BY OWNER AND ANNUAL LEASE

Occupancy by an owner shall be at all times in compliance with the following limitations:

- A. The MAXIMUM OCCUPANCY shall not be exceeded. (See Item #4 above.)
- B. An individual Owner or ANNUAL LESSEE, whether or not he is in residence, may have as his guests his children and grandchildren. Occupancy rules as stated herein must be observed.
- C. An Annual Lessee shall be considered as one who leases an apartment for at least twelve (12) consecutive months.

6) OCCUPANCY BY GUESTS IN OWNER'S ABSENCE

An individual Owner may permit guests twenty-five (25) years of age and over and their children to occupy his apartment during the owner's absence for a period of not more than fourteen (14) consecutive days, and for not more than two (2) times per calendar year without such occupancy being considered a lease. Any such occupancy for more than fourteen (14) days shall be regarded as a LEASE and the requirements set forth under LEASING shall be complied with. All occupancy rules as stated heretofore must be observed.

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OCCUPANCY BY GUESTS IN OWNER'S ABSENCE shall be at all times in compliance with the following limitations:

- A. MAXIMUM OCCUPANCY of a unit shall not be exceeded. (See Item #4 above.)
- B. Pets shall not be permitted.
- C. Occupancy shall not exceed fourteen (14) days, and guests who so occupied the unit shall not again occupy the unit until more than thirty (30) days have lapsed following the last day of such occupancy.
- D. Whenever owners or lessees in their absence have house guests for more than forty-eight (48) consecutive hours, the GUESTS' NAMES, AS WELL AS THEIR ARRIVAL AND DEPARTURE DATES, SHALL BE REGISTERED with the Building Captain and parking permit obtained.

7) **REQUIRED NOTIFICATION IN CASE OF EMERGENCY**

Every Owner and every lessee shall, within three (3) days following the initial date of occupancy of a unit, obtain from, fill out completely and return to the management company, a form entitled "REQUIRED NOTIFICATION IN CASE OF EMERGENCY". Owners must also notify the management company when leaving for more than one (1) week and also advise a neighbor and mail delivery of the absence.

8) **ABSENTEE OWNERS**

When a unit is unoccupied, owners must shut off the water at the main valve and unplug the water heater. We suggest you set your air conditioner at 80 - 82" F, and be sure all food except for canned goods is removed or placed in the refrigerator.

9) **KEYS**

Florida condominium law requires management to have access to all individual units in the event of an emergency and a duplicate key must be given to the management company. Keys for cars left in the parking lot or the covered parking space when the unit owner is not in residence must be left with the management company.

10) **GUEST AND LESSEE COMPLIANCE WITH "RULES AND REGULATIONS"**

Any and all guests and lessees of dwelling unit owners shall be required to COMPLY WITH ALL THE RULES AND REGULATIONS and it is the unit owners responsibility to notify their guests and lessees of these rules and regulations. The Board of Directors reserves the right to expel guests and lessees who fail to comply with applicable requirements. The Board also has the right to fine an owner in the event of failure to follow rules.

11) **RECREATIONAL FACILITIES**

The use of the recreational facilities is limited solely to the members of the Association, lessees and their invited guests. Swimming and other use of the recreational facilities shall at all times be solely at the risk of the individuals involved, and in no event that of the Association or its members. The use of the recreational facilities shall be regulated from time to time by the Board of Directors. Additional regulations shall include those that are necessary to comply with the laws of the State of Florida with reference to swimming pools and other public facilities and those that are deemed necessary and reasonable from time to

time to insure the proper use of said facilities by all of the members of the Association. Amended and/or additional rules and regulations shall be posted in a conspicuous place, in or upon the recreational facilities, and it shall be the responsibility of the individual owners to apprise themselves of them. Private use of the recreational facilities must be arranged through and conducted only after the Board of Directors has granted permission. The user of the recreational facilities shall be responsible for leaving them in a clean and orderly manner.

12) SWIMMING POOL

To maintain a private pool's legal status, residents must refrain from inviting visitors other than houseguests to use the pool. Owners, their family, guests and lessees use the pool at their own risk.

13) POOL RULES

The following pool rules are in addition to the General Rules posted at the pool:

- A. POOL & SPA HOURS: Dawn to 10:00 p.m.
- B. Swim at your own risk
- C. No lifeguard on duty
- D. Pool gates should be closed at all times
- E. POOL: Children under 12 years of age must be accompanied and watched by an adult.
- F. Shower before entering the pool or spa (if using lotion or oil, each time).
- G. If using suntan lotion or oil, please cover furniture with a towel.
- H. Food permitted at tables and barbecue area only. No food allowed around the pool deck area. Use plastic or metal containers only, glassware not permitted in pool area at any time.
- I. Bathing suits must be worn at all times. No cut-offs. When going to and from the pool, all persons are required to wear a robe or shirt and footwear is also required. Young children not toilet trained may use the pool only when they are wearing swim diapers and the diaper must be changed hourly.
- J. Radios must have earphones or headsets.
- K. Diving, jumping or running is prohibited. Please show consideration for the people swimming.
- L. Aquatic toys (not hard rocks, etc.) are permitted in the pool if their use does not interfere with the enjoyment and comfort of others. No large rafts or floats. No toys in spa.
- M. Smoking is prohibited within the fenced pool area.

14) CONDUCT AND LAWFUL USE

No immoral, improper, offensive or unlawful use shall be made of the Condominium property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of the Condominium property shall be the same as is elsewhere herein specified.

Residents shall not allow anything whatsoever to be thrown or fall from the windows, doors, balconies and/or porches.

No guns shall be permitted to be discharged any place upon the condominium grounds except as might be permitted in the event of an emergency under the applicable laws of the State of Florida.

15) NUISANCES

No occupant shall make or permit his family, guests, servants or visitors to make any disturbing noises that will interfere with the rights, comforts or convenience of others. TELEVISION, RADIO, STEREO EQUIPMENT AND TAPE PLAYER SETS must be set at a reasonable volume at all times. No vocal or instrumental instruction and practice is permitted. Loud vehicle noises within the common grounds must be avoided.

Washing machines, dishwashers and dryers cannot be operated before 9:00 a.m. in the morning or after 9:00 p.m. at night.

16) TRASH AND GARBAGE

All refuse, waste, bottles, cans, garbage and trash SHALL BE SECURELY WRAPPED IN PLASTIC BAGS AND PLACED ONLY IN THOSE CONTAINERS AND AREAS DESIGNATED FOR SUCH PURPOSE.

Recycle bins are located in the parking lot outside of buildings #1 and #4.

ONLY RECYCLE THE FOLLOWING:

A. CONTAINERS: aluminum cans, glass bottles and jars, metal cans, and plastic beverage containers. NO STYROFOAM OR PLASTIC BAGS.

B. MATERIALS: newspaper and inserts, magazines, junk mail, office paper, phone books, paper envelopes, brown paper bags, and corrugated card board (3' x 3').

17) BARBECUES AND OUTDOOR GRILLS

Barbecue and/or outdoor cooking shall NOT BE PERMITTED ON PORCHES OR BALCONIES OR ANY OTHER PORTION OF THE COMMON AREAS, except in those areas that may from time to time be designated for such purposes by the Board of Directors.

18) PARKING

Only owners, lessees and their guests shall use parking areas. Parking areas shall be used only for parking private passenger motor vehicles. No motor vehicle, which cannot operate on its own power, shall remain on the condominium property for more than twenty-four (24) hours, and no repair of any motor vehicle shall be made on condominium property. No car covers may be used anywhere on Sanctuary grounds.

No TRUCKS, MOBILE HOMES, TRAILERS, CAMPERS, RECREATION VEHICLES, COMMERCIAL VANS, BOATS OR EQUIPMENT other than private passenger vehicles shall be parked or left standing upon condominium property, except for purposes of loading and unloading.

No motor vehicle shall be parked in any carport or other parking areas when the owner is not in residence, unless a key to the vehicle has been given to the management company. No motor vehicle so left may be placed on blocks or in any other manner that does not allow for quick movement in case of emergency. **VEHICLES FAILING TO COMPLY WITH THIS REGULATION WILL BE TOWED AWAY AND STORED AT THE EXPENSE OF THE UNIT OWNER.** Any vehicle inoperable through no fault of the owner will be moved in whatever manner deemed necessary by the manager in case of an emergency. This regulation is effective March 1, 2001.

19) VEHICULAR TRAFFIC

Within the common grounds, the speed limit is 15 mph.

20) WHEELED VEHICLES

No resident shall permit wheeled vehicles, such as bicycles, carriages and shopping carts, to be used in a manner that would interfere with vehicular and pedestrian traffic upon the property. **ALL SUCH VEHICLES** shall be kept in a storage area, or within the confines of the unit, or any space so designated by the Board of Directors, and **SHALL NOT BE PARKED** or ridden within the recreational and community facilities or other common areas of the buildings other than roadways.

21) PERSONAL PROPERTY

The personal property of an owner shall be stored within his unit or where applicable in storage areas assigned by the Board of Directors, but in no event shall such property be stored or left within or upon portions of the common areas.

Sidewalks, entrances, passageways and all other portions of the common areas must at all times be kept free of obstruction and encumbrance, and shall not have any purpose other than ingress and egress. No carriages, bicycles, wagons, shopping carts, chairs, benches, tables or other objects shall be stored or kept in or upon such areas.

22) LAUNDRY

No clotheslines, racks or similar devices will be permitted on any portion of the property, nor shall clothes be hung anywhere outside the confines of the units. **NO BEACH TOWELS, BATHING SUITS OR ANY OTHER MATERIAL SHALL BE PLACED TO DRY ON PORCHES, RAILINGS OR ANYWHERE EXTERNALLY VISIBLE.**

23) CLEANLINESS

Each unit owner shall be responsible to keep his unit in a good state of preservation and cleanliness.

24) ALTERATIONS AND/OR STRUCTURAL MODIFICATIONS:

No unit owner shall make, cause to be made or allow to be made any alteration and/or structural modification to his unit without the prior written consent of the Board of Directors.

25) EXTERIOR APPEARANCE:

The exterior of the unit, but not limited to the balconies and porches, shall not be painted, decorated or otherwise modified in any manner without the **PRIOR** written consent of the Board of Directors, and such consent may be withheld on purely aesthetic grounds, within the sole discretion of the Board of Directors.

26) DAMAGED COMMON AREAS

Damage to common areas, including but not limited to the landscaped areas and the recreational and common elements, caused by any unit owner, his lessees or guests, shall be the liability of such unit owner.

27) RIVERROCK AND PATIO SLIDING DOORS

The installation of river rock is prohibited on all patios and lanais. In the event the Board of Directors approves a particular method of installation that will prevent surface water from finding its way through the porch concrete slab to the unit below and the unit owner desires to install glass sliding doors, the installation must be made in the following manner. Glass sliders must be installed with the bottom track resting directly on the concrete slab and caulking must be performed to prevent leaks.

28) PLANTINGS

No plantings whatsoever shall be made by any owner upon any common element without the prior written approval of the Board of Directors.

29) SIGNS

No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any owner, occupant, Realtor or any other person on any part of the outside or inside of the unit, or upon any portion or part of the common elements without the prior written consent of the Board of Directors.

30) FLAMMABLE MATERIALS

No flammable, combustible or explosive fluid, chemical or substance shall be kept in any unit, storage area or common area, except such as required for normal household use.

31) INSURANCE RATES

No owner shall permit or offer anything to be done or kept in his unit, which will increase the rate of insurance on the common elements or condominium building.

32) DELIVERIES

The Association shall not be responsible for the theft, conversion, disappearance, loss or damage of any item received from or for an owner, even though such theft, conversion, disappearance, loss or damage may occur through the negligence or willful act of the employees of the Association, and all parties delivering items to such employees and all parties intended to be the recipient of items so delivered hereby assume all risks of theft, conversion, disappearance, loss and damage of and to such items.

33) SERVICE PEOPLE

No owner shall permit any service people, whether for purposes of maintenance, repair, replacement or improvement, to work in a unit, except in cases of emergencies, before 8:00 a.m. or after 9:00 p.m. The Building Captain must be notified of work planned and name of contractor.

34) SOLICITATION

There shall be no solicitations permitted by any persons anywhere in or about the property for any cause, charity or for any purpose whatsoever, unless specifically authorized in advance by the Board of Directors.

35) ASSOCIATION EMPLOYEES

No unit owner, lessee or guest shall give orders or instructions to Association's employees, contractors or their employees, but rather shall express his desire to the person designated for this purpose by the Board of Directors.

36) COMPLAINTS

All complaints of unit owners shall be made in writing and delivered to the person designed for such purposes by the Board of Directors, the management company, or to the President of the Board of Directors.

37) REMEDIES FOR VIOLATIONS

In addition to any remedies provided elsewhere for violation of the Rules and Regulations, the Association and its Board of Directors shall have the right and power:

- A. To cure or repair same and to charge the cost thereof to the unit owner.
- B. To impose a fine as penalty thereof, not exceeding that designated by the State of Florida Condominium laws.
- C. Both A. and B. above.

The Association shall act pursuant to this rule only after three (3) days notice to the member, during which period the member may cure the alleged violation or shall have an opportunity to be heard by the Board of Directors. The manager, members of the Board of Directors, or Officers of the Association shall have the authority to pursue immediate action in the event that life, property or safety are perceived to be in jeopardy without such action and in that case do not have to wait for the expiration of the three (3) day notice.

38) INDIVIDUAL UNIT - WATER SHUTOFF VALVES

All owners are responsible for making sure the water shutoff valve in their unit is maintained in good working order and is fully functional.

Whenever a unit is to be left unoccupied for a period greater than one week the owner is responsible for making sure the water supply, the water heater and other water-supplied appliances are properly turned off.

THESE RULES ARE INTENDED TO SUPPLEMENT AND NOT CONFLICT WITH THE SANCTUARY'S DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION, BYLAWS, REVISED HOUSE RULES, RENTAL RESTRICTIONS, POOL REGULATIONS AND FLORIDA STATUTES, ALL OF WHICH TAKE PRECEDENCE.

The Sanctuary at Pelican Bay Condominium Association, Inc.

% SOUTHWEST PROPERTY MANAGEMENT CORP.
1044 CASTELLO DRIVE, SUITE #206
NAPLES, FLORIDA 34103-1900
(239) 261-3440 ♦ FAX: (239) 261-2013
EMAIL: PLubbers@swpropmgt.net

SECURITY POLICY

Security is a term that we hear more and more, and we at the Sanctuary, want to assure our owners while they are in residence and when they are not in residence at the Sanctuary, that we know who belongs here and who does not belong here. We therefore have implemented the following security policy:

1. Owner parking stickers will be issued to each owner to be placed on the inside of the rear window of their vehicle. If an owner has two (2) vehicles, each will have a sticker. The stickers are 1 ½" x 3" and will be placed on the inside left side of the rear window facing the rear of the vehicle. Each sticker will be registered with the roster of the Sanctuary.
2. Ted Kurtz will use the motor cart each morning upon his arrival to check each vehicle parked at the Sanctuary. If an owner's vehicle does not have a sticker, a notice will be placed on the windshield informing the owner that they need to contact Southwest Property Management Corp. to register the vehicle. Repeated notices will result in the towing of the vehicle at the expense of the vehicles owner.
3. Guests who would be staying overnight and short-term lease tenants will be issued a guest pass for their vehicle, which will show the unit number of their overnight stay and will have an expiration date of their stay. Guest passes will be dispensed by the Building Chairperson of each building and owners are to secure the pass from their Building Chairperson prior to the arrival of their guest(s) or short-term lease tenants. Said passes will be placed in the rear window of the vehicle.
4. If an owner has a rental vehicle, they will secure a guest pass for the rental vehicle.
5. Each owner is requested to notify Southwest Property Management Corp. when they will be arriving at the Sanctuary and when they will be leaving for an extended period of time. Notification can be in writing, phone, email, or by fax. Said list of those arriving and leaving will be delivered to Ted and the Association Manager.

Over this past summer, there have been summer visitors on the grounds of the Sanctuary staying for extended periods of time, and the Association Manager and staff had no idea who they were or where they were staying. In addition, they were using the facilities without notification for a weekend stay. We need to have better control of who belongs here and who does not. Owners need to advise their family members to register their visit with Southwest Property Management Corp. and the Pelican Bay Foundation offices.

Your Board of Directors
The Sanctuary at Pelican Bay Condominium Association, Inc.



Pelican Bay Foundation, Inc.

SEP 11 2005

DATE: September 15, 2005
TO: Condo/Homeowner's Associations; Property Managers
FROM: Sharon Gammell
Membership Coordinator
RE: Lease Application 2005/2006 (Effective 10/1/05)
This version replaces all versions prior to this date.

Enclosed is a copy of Pelican Bay's "Lease Application 2005/2006", effective 10/1/05. **Please note that the Lease Application fee is now \$125.** This Lease Application must be completed by either a real estate agent/owner before rental cards will be issued.

Please be aware that Pelican Bay requires a 30-day lead time in order to process the application and to have rental cards printed on the start date of the lease period. In the past, real estate agents/owners have had difficulty obtaining condo/homeowner's approval in a timely manner. I have informed both real estate agents/owners that a tenant must **first** complete an application and be approved by the condo homeowner's association and then submit Pelican Bay's Lease Application. The Foundation will accept either the signed condo/homeowner's approval form that I have attached to the application or the signed form used by each condo/homeowner's association.

Should you have any questions, please do not hesitate to call me at 596-6180 X 238 or email me at sgammell@pelicanbay.org.

Encl.

LEASE APPLICATION 2009/2010

In an effort to continually improve service to members of residential property in Pelican Bay and to ensure a successful rental experience for owners and lessees, please submit the following at **LEAST 30 DAYS PRIOR** to the lease period. This requirement also applies to any extension beyond 2 weeks.

1. Completed Lease Application Form
2. **\$125 check (nonrefundable)** payable to Pelican Bay Foundation, Inc. (includes 2 tenant IDs).
3. **\$50 fee for each** Tenant Card exceeding the number of Membership Cards for a period not to exceed 6 months.
4. Condominium/Homeowner's Association Approval of Tenants Form signed and attached to the Lease Application
5. Single family residences must have a copy of the lease attached to the Lease Application Form—condominium/homeowner's approval not applicable
6. **ALL MEMBERSHIP CARDS issued to all owners, all dependents (children, elderly parents, college students) all partners, significant others, etc**

Upon request, after the completed documents (1-5 listed above) have been submitted to the Foundation office, Temporary Membership cards will be issued to owners so that they may continue to enjoy the amenities until the lease start date. These Temporary Membership cards expire on the start date of the lease period. Upon termination of the lease, the owner may pick up his/her Membership cards, which are kept on file in the Foundation office.

An incomplete Lease Application could result in a delay OF UP TO 30 DAYS FOR ISSUANCE OF TENANT CARDS and a delay in your tenants having access to the amenities.

It will be the responsibility of the tenant to pick up all tenant cards. PROOF OF IDENTITY WILL BE REQUIRED TO COMPLETE CARD PICK-UP.

Your cooperation and adherence to the above policy will result in improved service, improved customer relations, and a successful rental season. I look forward to working with you during our next rental season 2009/2010. Should you have any questions, please call Rebecca Moncrief, 239-596-6180 ext. 238.

CHECK LIST – DID YOU REMEMBER TO INCLUDE THE FOLLOWING?

- Completed Lease Application Form
- \$125 check (nonrefundable)** payable to Pelican Bay Foundation, Inc (includes 2 tenant IDs)
- \$50 fee (nonrefundable) for each** Tenant Card exceeding number of Member Cards.
- Condominium/Homeowner's Association Approval of Tenants Form signed and attached to Lease Application Form
- Single family residences must have a copy of the lease attached to the Lease Application—condominium/homeowner's approval not applicable
- ALL MEMBERSHIP CARDS

PELICAN BAY FOUNDATION LEASE APPLICATION 2009/2010
6251 Pelican Bay Blvd., Naples, FL 34108 Phone: (239)597-8081 Fax: (239)597-6802
Transfer of Membership Privileges

At least 30 days prior to occupancy, please submit this form along with:

1. **\$125 check (nonrefundable)** payable to Pelican Bay Foundation, Inc (includes 2 tenant IDs)
2. **\$50 fee for each** Tenant Card exceeding number of Member Cards (per 6 months)
3. Signed Condominium/Homeowner's Association Approval of Tenants Form
4. A copy of the lease if renting a single family residence
5. ALL MEMBERSHIP CARDS issued by Pelican Bay Foundation to all owners, all dependents (children, elderly parents, college students) all partners, significant others

OWNER/AGENT - PLEASE FILL OUT THE FOLLOWING:

AGENT/REALTOR _____ TELEPHONE # _____

OWNER(S) NAME(S) (FIRST & LAST) _____

LESSEE(S) NAME(S) (FIRST & LAST) _____

LESSEE(S) NAME(S) (FIRST & LAST) _____

ALL LESSEES MUST BE LISTED

LEASE DATES FROM _____ TO _____

LEASE ADDRESS _____ UNIT _____ PHONE _____

CONDOMINIUM/HOMEOWNER'S ASSOCIATION _____

LESSEE(S) HOME ADDRESS _____

CITY, STATE, ZIP CODE _____ CELL # _____

Signature _____ Date _____

Owner/Authorized Agent

*******PELICAN BAY FOUNDATION USE ONLY*******

COMPLETE: YES NO CHECK: YES NO CHECK #: _____

CONDOMINIUM/HOMEOWNER'S ASSOCIATION APPROVAL: YES NO

OWNERS MEMBERSHIP # _____ LESSEES # _____

MEMBERSHIP CARDS: _____ CARDS IN: YES, NO, LATER, SOME, NONE,

_____, # _____, # _____, # _____, # _____, # _____

Date Tenant Cards Picked Up _____

CONDOMINIUM/HOMEOWNER'S ASSOCIATION APPROVAL OF TENANTS FORM

CONDOMINIUM/HOMEOWNER'S ASSOCIATION _____

The following individuals are approved to Lease Unit # _____ for the lease period
_____ to _____

NOTE: Any and all extensions MUST have condominium approval.

LESSEE(S) FIRST & LAST NAME(S) _____

LEASE ADDRESS _____ ALL LESSEE(S) MUST BE LISTED

OWNER(S) FIRST & LAST NAME(S) _____

ACTION OF BOARD OF DIRECTORS

LEASE APPROVED: YES NO DATE OF DECISION: _____

BY _____ OR _____
Association President/Secretary Association Manager

Collier County Tax Collector

Tourist Development Tax 239-732-2627

e-mail address: touristtax@colliertax.com

Questions Most Frequently Asked

Q: Who actually pays the Tourist Development Tax?

A: Any renter who resides for 6 months or less. It is the owners responsibility to collect the 4% Tourist Tax and submit it to the Collier County Tax Collector.

Q: Is the 4% Tourist Development Tax the only tax due on short-term rentals?

A: No, there is also a 6% State Sales Use tax, payable to the Department of Revenue, for the State of Florida. You can call them at (239) 434-4858 or 1-800-352-3671 for details.

Q: Is the Tourist Development Tax enforced?

A: Yes, the Tourist Development Tax, Ordinance 2005-43, is enforced by the Collier County Tax Collector. It is considered a violation if the owner does not collect and remit this tax. Among other statutory remedies, a Warrant can be issued and filed in Collier County. This will create a lien against the taxpayer's property.

Q: If I only rent to relatives or friends do I charge them Tourist Tax?

A: Yes, if you receive money or any other form of compensation in lieu of rent, you are required to collect the Tourist Tax. This is based upon the amount of rent paid, or upon fair market value of the rent.

Q: If I rent to a Florida resident do I still collect the Tourist Development Tax?

A: Yes, if you are renting on a short term basis.

Q: When is the Tourist Development Tax due?

A: There are four reporting frequencies: monthly, quarterly, semi-annual, or annually. Each has specific qualifications. Businesses report on a monthly basis. Businesses with limited activity, based on volume, can qualify to report on a quarterly basis. The semi annual reporting frequency is assigned to accounts who rent throughout the year (both summer and winter rentals.) The reports for semi annual accounts are due in October (for their summer rentals) and April (for their winter rentals.) Most individuals, who rent only during the "season," qualify for an annual payment plan. For individuals assigned to the "annual" plan – the payment is due on April 20th.

Q: Will forms be sent to me when my Tourist Tax is due?

A: We do not automatically send forms. There is a place on each Tourist Tax Return for you to circle YES, if additional forms are needed. Please allow two weeks for delivery.

Q: If I do not have any renters for a report period, what should I do?

A: To avoid penalties, you must file for each collection period assigned to you - even if **no** tax is due. A zero return must be submitted by the due date.

Q: Who do I notify if I have changes to my account, such as an address change, if I have sold my property, or if I am no longer renting?

A: There are three (3) agencies you are required to notify IN WRITING, when there are ANY changes to your account.

Collier County Tax Collector
3301 Tamiami Trail East Bldg C-1
Naples, Florida 34112-4997
(239) 732-2627

Community Development & Environment Services
Attn: Rental Registration
2800 North Horseshoe Drive
Naples, FL. 34104-6917
(239) 213-2975

Florida Department of Revenue
3073 Horseshoe Dr S Suite # 110
Naples, FL. 34104-6145
(239) 434-4858 or 1-800-352-3671

WHEN YOU MAKE ANY CHANGES TO YOUR ACCOUNT – PLEASE USE THE ACCOUNT NUMBER ASSIGNED FOR EACH SPECIFIC AGENCY INVOLVED.

**COLLIER COUNTY
TOURIST TAX REGISTRATION APPLICATION**

BUSINESS OR OWNER NAME _____

**SOCIAL SECURITY OR
FEDERAL TAX ID NUMBER** _____

MAILING ADDRESS _____

_____ **ZIP** _____

TELEPHONE NUMBER () _____

**RENTAL PROPERTY
ADDRESS** _____

_____ **ZIP** _____

TELEPHONE NUMBER (239) _____

FACILITY TYPE _____ **TOTAL UNITS
YOU CONTROL** _____

SIGNATURE _____ **DATE** _____

**IF YOU ALSO NEED A STATE SALES TAX APPLICATION PLEASE CALL THE
FLORIDA DEPARTMENT OF REVENUE AT (239) 434-4858, OR
1-800-352-3671**

THEY WILL GIVE YOU DIRECTIONS FOR THEIR APPLICATION PROCESS
.....

PLEASE COMPLETE THE ABOVE FORM AND RETURN IT TO:

**GUY L. CARLTON
COLLIER COUNTY TAX COLLECTOR
COURTHOUSE COMPLEX - BLDG. C-1
NAPLES, FL. 34112-4997**

**UPON RECEIPT OF YOUR APPLICATION
COMPUTERIZED TAX RETURNS WILL BE MAILED TO YOU**

IF YOU HAVE ANY QUESTIONS - PLEASE CALL (239) 732-2627

ATTN: _____ **COLLIER COUNTY TAX COLLECTOR**

FAX: _____ **FAX: (239) 793-5595**