



TENANT RENTAL PROCEDURES INCLUDING FORMS

The Association Documents provide for rentals within the following framework:

- *A minimum of one-month rental*
- *Approval is required from the Association for rental-specific financial details may be made ready for publication*
- *Landlord and tenants are required to complete and sign application forms plus a form of addendum acknowledging certain conditions and accepting that the lease arrangement is subject to the Association Documents and subject to enforcement pursuant to the Association Documents. The conditions are clearly pointed out on the application forms that are part of this section. **Additionally, all new tenants are required to submit to a background check form.***

See form 2.0 Application for Addendum to Leasing Regulations, 2.1 Addendum to Application to Lease and Incorporation of Homeowner Document Conditions and Restrictions into Lease Agreement (3 pages) the addendum, with particular attention to the form of addendum as it specifically states use and non-permitted uses. If clarification is required, seek assistance from Property Manager.

TARPON LANDINGS CONDOMINIUM ASSOCIATION

Tenants are obligated through their landlord's Association Documents to abide by the Rules and Regulations of the Condominium. Tenants are subject to censure and the violation process. Provisions indicated on page 2 of form 3.1 indicates that, in the event owners do not remit homeowners dues, tenants will be required to remit rent to the Association until such deficit is satisfied.

For clarification of any content off this document and the information contained on the form for this section, please contact Tarpon Landings Association Office for assistance. Our objective is to prevent confusion with both tenants and landlords. The procedures are simple and following them makes landlord transactions easier both at the time of the application and during the rental period.

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TARPON LANDINGS CONDOMINIUM ASSOCIATION

SECTION 1.0

NEW RESIDENT INFORMATION FORM

Date of Application: _____

Lease Provided: Yes / No (CIRCLE ONE)

Term of Lease: From: _____ To: _____

Property Address of Rental: _____
Cape Coral, FL 33914

Unit Owner(s) Name: _____

Homeowner/Agent's Contact: _____
Homeowner/Agent's Name Homeowner/Agent's Number

LESSEE INFORMATION

Please include a legible copy of your driver's license

Lessee Name: _____

Date of Birth: ____ / ____ / ____ PHONE# _____ EMAIL: _____

Lessee Name: _____

Date of Birth: ____ / ____ / ____ PHONE# _____ EMAIL: _____

Present Address: _____

Length of Time Residing: _____

If Less Than 3 Years: _____

Previous Landlord's Name: _____

Phone Number: _____

PERSONAL REFERENCES NOT RELATED TO YOU, OR A PARTY TO THIS LEASE:

Name: _____ Phone # _____

Name: _____ Phone # _____

VEHICLES: (Please Include a Copy of Vehicle Registration)

Make & Model _____ License Plate No. _____ State _____

Make & Model _____ License Plate No. _____ State _____

TARPON LANDINGS CONDOMINIUM ASSOCIATION

SECTION 1.1

OTHERS WHO WILL OCCUPY HOME

(If other occupant is over 18 years of age, driver’s license, social security, and an additional \$50.00 fee will be required at time of application)

Name: _____ Relationship: _____

Date of Birth: ____ / ____ / ____ Phone # _____

Name: _____ Relationship: _____

Date of Birth: ____ / ____ / ____ Phone # _____

Name: _____ Relationship: _____

Date of Birth: ____ / ____ / ____ Phone # _____

The undersigned certifies, by signature(s), that the Covenants, Conditions & Restrictions of the Tarpon Landings Community Association Inc. have been issued and read in their entirety by the lessee and understood before entering into any agreement for the rental of the above RESIDENCE and before the execution of this application form.

In addition, the undersigned certifies by signature(s) that the home...

SHALL BE FOR SINGLE FAMILY USE ONLY, NO COMMERCIAL OCCUPANCY OR ACTIVITY MAY BE CARRIED ON IN TARPON LANDINGS. A “FAMILY” IS DEFINED TO MEAN “ANY NUMBER OF PERSONS RELATED BY BLOOD, MARRIAGE OR ADOPTION OR NOT MORE THAN TWO (2) UNRELATED PERSONS LIVING AS A “SINGLE HOUSEKEEPING UNIT.” NO PORTION OF THE HOME MAY BE RENTED AND THE LEASE OR SALE OF ANY HOME ON A TIMESHARE-BASIS IS PROHIBITED.

ALL LEASES SHALL PROVIDE THAT THE ASSOCIATION HAVE THE RIGHT TO TERMINATE THE LEASE UPON DEFAULT BY THE TENANT IN OBSERVING ANY OF THE PROVISIONS OF THE DECLARATIONS, ARTICLES, BY-LAWS, USE RESTRICTIONS, OR ANY OF THE OTHER AGREEMENT DOCUMENT OR INSTRUMENTS GOVERNING THE LOTS. IN THE EVENT THAT THE HOMEOWNER IS DELIQUENT IN THE PAYMENT OF HIS OR HER ASSESSMENTS, THE ASSOCIATION HAS THE RIGHT TO REQUIRE SUCH OWNER’S TENANT, BY WRITTEN NOTICE TO SUCH TENANT, TO PAY DIRECTLY TO THE ASSOCIATION THE RENTAL FEES DUE FOR SUCH RESIDENCE. THE ASSOCIATION SHALL THEN DEDUCT THE DELIQUENT ASSESSMENTS FOR THE RESIDENCE FROM THE RENT AND FORWARD THE BALANCE OF THE RENT TO THE OWNER. THE OWNER HEREBY APPOINTS THE ASSOCIATION AS ITS AGENT FOR SUCH PURPOSES.

PLEASE NOTE:

PRIOR APPROVAL BY THE BOARD OF DIRECTORS, OR DESIGNATED PARTY, IS REQUIRED. APPLICATION PROCESS AND APPROVAL CAN TAKE UP TO THIRTY (30) DAYS. NO RESIDENCE CAN BE OCCUPIED IN ADVANCE OF APPROVAL.

A COPY OF THE FULL EXECUTED LEASE AND A CHECK FOR \$150.00 MADE PAYABLE TO TARPON LANDINGS CONDOMINIUM ASSOCIATION MUST ALSO BE ATTACHED.

Return all documents to: Tarpon Landings Condominium Association
6081 Silver King Blvd., Cape Coral, FL 33914
239.541.8710 / tarponlandings@resortgroupinc.com

Applicant’s Signature _____ Date: _____

Applicant’s Signature _____ Date: _____

Homeowner/Agent Signature _____ Date: _____

Association Lease Approval _____ Date: _____

SECTION 2.0

ADDENDUM TO LEASING REGULATIONS OF TARPON LANDINGS

Approved April 19, 2011 at the Tarpon Landings Board Meeting

1. **Leasing of Units:** *In order to foster a stable residential community and prevent a motel like atmosphere, the leasing of Units by Owners shall be restricted as provided in this Section. The ability of a Unit Owner to lease his unit to others is a privilege, not a right. The privilege may be revoked by the Board of Directors if it is abused by the Owner. All leases of Units must be in writing. A Unit Owner may lease only his entire unit, and then only in accordance with this Section, after receiving the approval of the Association. The lessee must be a natural person.*

2. **Procedures:**
 - (A) **Notice by Unit Owner:** *An Owner intending to lease his Unit shall give to the Board of Directors or its designee written notice of such intention at least thirty (30) days prior to the first day of occupancy under the lease together with the name and address of the proposed lessee, a fully executed copy of the proposed lease, and such other information as the Board may reasonably require. The Board may require a personal interview with any lessee and his spouse, if any, as a precondition to approval.*

 - (B) **Board Action:** *After the required notice and all information or interviews requested have been provided, the Board shall have not more than thirty (30) days in which to approve or disapprove the proposed lease. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the lessee.*

 - (C) **Disapproval:** *A proposed lease shall be disapproved only if a majority of the entire Board so votes and in such case the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following:*
 - (1) *The Unit Owner is delinquent in the payment of assessments at the time the application is considered. The Board may nevertheless approve the lease provided that the tenant pays the initial deposit and monthly rental payments directly to the Association;*

 - (2) *The Unit Owner has a history of leasing his Unit without obtaining approval, or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his Unit,*

 - (3) *The real estate company or rental agent handling the leasing transaction on behalf of the Unit Owner has a history of screening lessee applicants inadequately, recommending undesirable lessees or entering into leases without prior Association approval;*

Applicant initials: _____ Date: _____

Applicant initials: _____ Date: _____

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- (4) *The application on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to home owners associations or Condominium associations;*
 - (5) *The prospective lessee has been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;*
 - (6) *The prospective lessee has a history of conduct which evidences disregard for the rights and property of others;*
 - (7) *The prospective lessee evidences a strong possibility of financial irresponsibility;*
 - (8) *The prospective lessee, during previous occupancy in this community or elsewhere, has evidenced an attitude of disregard for the Association rules;*
 - (9) *The prospective lessee gives false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit are not paid; or*
 - (10) *The Owner fails to give proper notice of his intention to lease his Unit to the Board of Directors.*
- (D) **Failure to Give Notice or Obtain Approval:** *If proper notice is not given, the Board, at its election, may approve or disapprove the lease. Any lease entered into without approval, at the option of the Board, may be treated as a nullity, and the Board shall have the power to evict the lessee within five (5) day notice, without securing consent to such eviction from the Unit Owner.*
- (E) **Committee or Manager Approval:** *To facilitate approval of leases proposed during times when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to the Association manager or to an ad hoc committee, which shall consist of at least three (3) members.*
- (F) **Exceptions for Mortgagees:** *The provisions of Section 1 hereof shall not apply to leases entered into by institutional mortgagees who acquire title through the mortgage whether by foreclosure or by a deed in lieu of foreclosure.*
- (G) **Term of Lease and Frequency of Leasing:** *No Unit may be leased for a period of less than thirty (30) days. The first day of the lease term shall determine the year in which the lease occurs. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted without Board approval. The Board, at its discretion, may approve the same lease from year to year. No subleasing or assignment of lease rights by the lessee is allowed without Board approval.*

Applicant initials: _____ Date: _____

Applicant initials: _____ Date: _____

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- (H) **Occupancy During Lease Term:** *No one but the lessee, his family members within the first degree of relationship by blood, adoption or marriage, and his spouse and temporary house guests may occupy the Unit.*
- (I) **Occupancy in Absence of Lessee:** *If a lessee absents himself from the Unit for any period of time during the lease term, his family within the first degree of relationship already in residence may continue to occupy the Unit and may have house guests subject to all the restrictions aforesaid. If the lessee and all of the family members mentioned in the foregoing sentence are absent, no other person may occupy the Unit.*
- (J) **Regulation by Association:** *All of the provisions of the Condominium documents and the home owners' Association Documents and the Rules and Regulations of the Association shall be applicable and enforceable against any person occupying a Unit as a lessee or guest to the same extent as against the Owner. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the Condominium and/or home owners association documents designating the Association as the Owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether or not specifically expressed in such agreement.*
- (K) **Fees and Deposits Related to the Lease of Units:** *Whenever herein the Board's approval is required to allow the lease of a Unit, the Association may charge the Owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law (currently \$100.00 per applicant with husband and wife or parent and child considered one applicant). No fee may be charged for approval of a renewal or extension of a lease with the same lessee. The Association may also require any deposits that are authorized by the Condominium Act or Home Owners Association Documents, as amended from time to time.*
- (L) **Applicability of Community Documents:** *All leases of Units shall be specifically subject to the community documents, and any failure of the lessee to comply with the community documents shall be deemed a default under the lease. Pursuant to the community documents, the community association may further restrict leasing of units, may require owners to use lease forms approved by the community association and may impose administrative fees, transfer fees and reserve assessments on lease transactions in such amounts as may be reasonably determined by the Board of Directors of the Community Association.*
- (M) **Recreational Privileges:** *Upon leasing of a unit, owner surrenders privileges to recreation facilities to lease. Under no circumstances shall use of the pool area and clubhouse be allowed once the unit is rented.*

Applicant initials: _____ Date: _____

Applicant initials: _____ Date: _____

TARPON LANDINGS CONDOMINIUM ASSOCIATION

SECTION 2.1

Addendum to Application to Lease and Incorporation of Homeowner Document Conditions and Restrictions into Lease Agreement

By executing this document Lessor and Tenant (the parties) as indicated below acknowledge that they have read and fully understand the conditions as indicated below and that such restrictions form an integral part of the lease arrangement/agreement between the parties and shall be enforceable pursuant to any lease agreement between the parties. Any non-compliance therewith shall constitute a breach of the homeowner documents and shall be sufficient and good cause for notice and other remedies pursuant to Florida Statute # 83 (The Landlord and Tenant Act) including the provisions for notice rectification of default/breach and eviction.

1. **The Property is to be used for single-family residential living and for no other purpose.** *No trade, business, profession or other type of commercial activity may be conducted on any part thereof.*
2. **Move In / Move Out Elevator Policy must be followed.**
3. **Children shall be closely supervised at all times** *by an adult to insure that they do not become a source of annoyance to other residents of Tarpon Landings. Children under the age of 12 are not permitted in Common Areas unless accompanied by an adult. This would include the pool areas, gym, clubhouse, etc. The Board of Directors shall at all times have the authority to reasonably require that the Unit Owner, lessee, guest or other adult who is responsible for a particular child remove him or her from any Common Area or Condominium Common Area if the child's conduct is such that the Board believes this action is necessary.*
4. **New Renters are not allowed to have any pets.** *Existing seasonal and long term renters with registered pets and in good standing with the Tarpon Landings Condominium Association will be grandfathered and allowed pets.*
5. **All Common Areas inside and outside any buildings shall be used for their intended purposes,** *and no articles belonging to Unit Owners or their lessee(s) shall be kept therein or thereon, and such areas shall at all times be kept free of obstruction. Corridors must not be obstructed or encumbered or used for any purposes other than ingress and egress to and from the premises.*
6. **Drying/hanging area for laundry of any kind is prohibited in common areas or on individual unit owner lots.**
7. **Garbage cans and recycle bins must be stored after trash and recyclables have been removed.**
8. **No aerial, antenna, antenna poles, antenna masts, citizen band or amateur band antennas or satellite dish shall be placed or erected upon any Unit or Condominium Common Areas** *or affixed in any manner to the exterior of any building in the Property without the written consent of the Board of Directors.*
9. **No tents, trailers, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Unit or the Common Areas or Condominium Common Areas** *without the written consent of the Board of Directors.*
10. **All guests must register with the Property Management Company upon arrival at the Community.** *Guest parking permits must be displayed on the dashboard with the date(s) visible from outside of the vehicle. For guests staying overnight, or longer, a guest pass is required. Unit owners must supply one-day temporary guest passes for overnight stays only and after hour arrivals on weekdays and weekends.*

Applicant initials: _____ Date: _____

Applicant initials: _____ Date: _____

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11. **The following are NOT PERMITTED to be parked outside of garages**
 - a) *Vans with less than four passenger seating.*
 - b) *Commercial vehicles.*
 - c) *Vehicles with signage other than law enforcement and public emergency vehicles.* d) *Trailers*
 - e) *Recreational vehicles.*
 - f) *Vehicles with tires over 33" high or deflated tires.*
 - g) *Vehicles not in operable condition or considered to be a nuisance.*
 - h) *Boats.*
12. **No vehicle may be parked at the side of the streets overnight.** *Exceptions may be granted by the Board of Directors and will be executed through the Management Company.*
13. **Maintenance and repair of vehicles, boats and trailers is prohibited in Common Areas and Condominium Common Areas.**
14. **Garage doors must remain closed except upon entering or exiting the garage.**
15. **No changes, additions or modifications are permitted without prior approval from the Architectural Review Board and Board of Directors.** *This includes, but is not limited to, affixing or hanging of name/address signs, decorations, landscape items etc. on the exterior/outside of any buildings.*
16. **No sign of any kind shall be displayed to public view on any unit,** *except the approved signs by the Association.*
17. **Nothing shall be done to or maintained on any unit which may be or become unsightly or a nuisance to residents in TARPON LANDINGS.** *In the event of a dispute or question as to what may be or become unsightly or a nuisance, such dispute or question shall be submitted in writing to the Board whose decision shall be final.*
18. **Any curtain, shade, blind or other type of window covering which is visible from the outside must be either white or near-white in color.**
19. **Leasing or renting of the Unit by the Unit Owners shall be as permitted and subject to the provisions set forth in the Tarpon Landings Condominium Documents and subsequent changes/additions.** *No Unit may be leased for a period of less than thirty (30) days. No subleasing or assignment of lease rights is allowed unless the sub lessee or subtenants are approved pursuant to the provisions of this section. No individual rooms may be rented and no transient tenants may be accommodated. The Association reserves the right to have lease payments made directly to the Association if a unit owner becomes more than 30 days' delinquent in payment of quarterly fees or assessments. A unit owner whose unit is leased may not use the recreation or parking facilities of Tarpon Landings Community during the lease term.*
20. **Any damages to the Common Area (Social Room, Fitness Center, Pool Area etc.) will become the sole responsibility of the homeowner.** *All accessed damages will become part of the Condominium assessment. Failure to pay these charges will result in a lien placed on the residence.*
21. **In any dispute between this document and the Condominium Documents, the Condominium Documents shall prevail and take precedence.**
22. **Guests staying with the owner or within the unit by permission of owner must abide by all the Rules & Regulations.** *Guests are not allowed under any circumstances to invite others to use these facilities. Guests are expected to be accompanied by the unit owner or lessee at all times while using the recreational facilities.*

Applicant initials: _____ Date: _____

Applicant initials: _____ Date: _____

TARPON LANDINGS CONDOMINIUM ASSOCIATION

23. **The Association may elect, appoint and or contract with certain persons or organizations to conduct business or services on behalf of the community.** *This includes elected Board members, their appointees, community based full or part time employees of Tarpon Landings, as well as contracted vendor groups and their assigned employees (i.e. property managers, protective service officers, etc.).*

24. **At no time shall an owner, tenant, or a guest (visitor) of an owner or tenant, harass, assault, batter, or otherwise interfere with the duties and operations said groups or persons.** *Violations of this covenant may result in censure, restricted use of amenities, Board levied fines, or tenant eviction, as well as civil or criminal penalties pursuant to Florida state statutes as they may apply.*

These pages (when read and initialed) must be returned to the Association as part of the completed Rental Application package. It is suggested that you keep a copy of these pages for reference.

Date of Application: _____

Term of Lease: From: _____ To: _____

Property Address of Rental: _____
Cape Coral, FL 33914

Unit Owner's Name: _____

Homeowner/Agent's Contact: _____
Phone Number

Email Address

Applicant's Signature _____ Date: _____

Applicant's Signature _____ Date: _____

Homeowner/Agent Signature _____ Date: _____

Homeowner/Agent Signature _____ Date: _____

PLEASE NOTE THIS IS A LEGAL DOCUMENT AND CARRIES EXTENSIVE POTENTIAL LEGAL LIABILITY.

TARPON LANDINGS CONDOMINIUM ASSOCIATION

SECTION 3.0

ACCESS TO THE COMMUNITY

The Guardhouse is staffed 24 hours a day 7 days a week.

TRANSPONDER PURCHASES AND RULES

Requests for the purchase of gate transponders (at a fee of \$35.00 each) are available only to vehicles with a Tarpon Landings address. A copy of the vehicle registration is required to purchase transponders. The copy must be provided to the management company and the guard on duty when purchasing the transponder. All transponders are required to be affixed to the vehicle.

The only exception to this rule applies to owners who reside as seasonal residents and have chosen not to register the vehicle to their Florida address. They must submit a copy of the vehicle registration that matches their other residence on file with the Association and **MUST** have the transponder affixed to the vehicle.

There will be no "FLOATING" transponders (not affixed to a vehicle) allowed. If your transponder is not affixed to your vehicle, the transponder will be deactivated until it is installed. If you purchase a new vehicle, the process is the same as stated. **Transponders will be placed on the vehicle by the guard.** The location is on the driver's side of windshield 2" over and 2" down from top of windshield or it can be placed under the rear view mirror. If you have a metallic windshield, please contact the Gatehouse, 239-945-3928.

If your unit is leased, transponders must be purchased by the approved tenants. Each new tenant must purchase their own transponder. If the lease is not renewed, the transponder will be deactivated. Please note, while your unit is leased, your transponder is deactivated until the time the lease expires and your unit is empty. Please call Property Management to be sure your transponders are reactivated.

Applications for a transponder will be available through the guardhouse.

Residents with transponders use the right lane to gain access to the Condominium.

Transponders cost \$35.00 and the price is subject to change should the cost increases.

Management and the Board of Directors reserve the right to limit the quantity of transponders to Unit Owners and Tenants based on occupancy and Association Guidelines.

If you become delinquent in paying your Maintenance Fees to the Association, the Association has the right to suspend your privileges which will include the use of your transponder.

Applicant initials: _____ Date: _____ Applicant initials: _____ Date: _____

SECTION 3.1

GATE ACCESS FORM FOR GUESTS

PLEASE RETURN FORM TO GUARDHOUSE DURING HOURS OF OPERATION.

Date of Application: _____

Owner Signature: _____

Guest Signature: _____

Term of Occupancy: From: _____ To: _____

Property Address: _____
Cape Coral, FL 33914

VEHICLES: (Please Include a Copy of Vehicle Registration)

MAKE & MODEL _____ LICENSE PLATE NO. _____ STATE _____

MAKE & MODEL _____ LICENSE PLATE NO. _____ STATE _____

SECTION 3.2

KEY FOB APPLICATION

Key Fob Request (Cost \$20.00 each, 4 per household)

Owner / Tenant (Circle One) _____
Print Name

Addition _____ Deletion _____ # of Key Fobs Requested _____

FOR OFFICE USE ONLY

Key Fob Number to be Deleted _____
Key Fob Number to be Added _____
Key Fob Number to be Added _____

Applicant's Signature: _____ Date: _____

**Please return form to Association Office during hours of operation.
Check made Payable to Tarpon Landings Condominium Association.
Payment is to be made when purchasing Key Fobs.**

SECTION 3.3

CALL BOX

Everyone that is occupying a unit in the Condominium needs to be in the Call Box. Per Association Documents, the Call Box is the ingress and egress to your Condominium. Please supply Management with a local number so we may program this device.

INSTRUCTIONS FOR THE USE OF THE CALL BOX

1. *USING THE ARROWS, SCROLL UP OR DOWN UNTIL YOU FIND YOUR NAME.*
2. *PRESS POUND TO INITIATE CALL.*
3. *THE PHONE NUMBER THAT YOU GAVE TO THE ASSOCIATION FOR THE CALL BOX WILL RING.*
4. *ANSWER THE CALL AND PRESS THE NUMBER NINE (9) ON YOUR PHONE. THE FRONT DOOR WILL OPEN.*
5. *THE CALL WILL DISCONNECT IN 10 SECONDS OR IMMEDIATELY AFTER PRESSING 9.*
6. *IF YOU DO NOT WANT TO ALLOW ACCESS, HANG UP THE CALL.*

CALL BOX

NAME: _____ NUMBER: _____

MOBILE HOME WORK

**NOTE: MOST UNIT OWNERS USE THEIR CELL PHONE NUMBERS.
CANADIAN PHONE NUMBERS CANNOT BE USED.**

SECTION 4.0

TRASH CHUTES, RECEPTACLES & RECYCLING

Welcome to your new condominium home at Tarpon Landings. High-rise living can be a bit different from private homes. One difference is the process you have to go through in disposing of your trash. Please take a few minutes to read this and become familiar with what to do. It could save you and the Association time, inconvenience and money, if everyone follows a few simple rules.

1. **PLEASE USE YOUR GARBAGE DISPOSAL WHENEVER POSSIBLE.** *All units are equipped with garbage disposals. This is a great piece of equipment for grinding up raw food and leftovers that if put in the trash tend to decay, attract pest and smell. Not to mention broken bags that can contaminate the trash chute. In Florida it is the recommended method of disposal of organic material. Please take the time to read your disposal manual for the best results and care free use.*

2. **ALWAYS BAG TRASH AND TIGHTLY TIE OFF BAGS TO BE DISPOSED OF DOWN THE CHUTE.** *Do not throw non-wrapped items or opened bags of trash down the chute. It is a very good idea to double bag all trash before disposing of it.*

3. **PLEASE DO NOT FORCE LARGER OR POORLY WRAPPED BAGS OF TRASH OR OTHER OBJECTS DOWN THE CHUTE.** *Forcing bagged trash larger than the opening can cause the bag to rupture spilling its contents inside the tube. Certain items like folded cardboard could spring open and jam in the chute.*

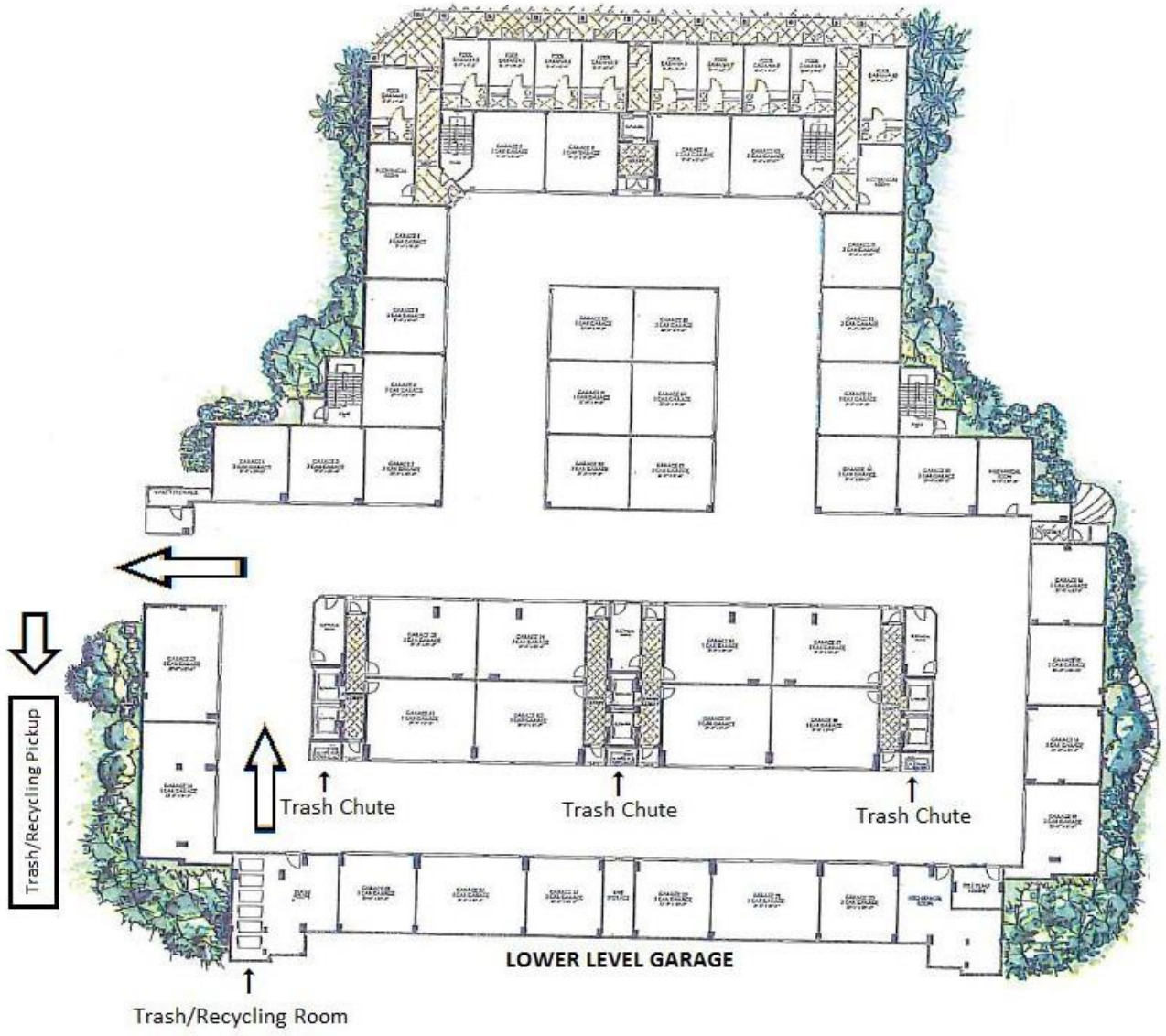
4. **RECYCLING MATERIAL SHOULD BE TAKEN TO THE BUILDING TRASH ROOM RECYCLING CENTER ON THE EAST SIDE OF THE FIRST FLOOR GARAGE.** *There you will find the various large Rubbermaid type containers for each type of recyclable product. Please see Exhibit A for location.*

5. **LARGE AND BULK ITEMS DUMPSTER.** *If you have large items such as pallets, boxes, crates or packing material or items like old furniture, we have made available a dumpster that you can bring them to for disposal.*

6. **PLEASE BE AWARE, ALERT AND CAREFUL OF SMALL CHILDREN AND PETS WHEN THE TRASH CHUTE DOOR IS OPEN.**

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE PROPERTY MANAGER AT 239-541-8710.

TARPON LANDINGS CONDOMINIUM ASSOCIATION



SECTION 5.0

PARKING AND TOWING

Vehicles must at all times be parked in garages. This includes vehicles with disabled parking permits. All open parking is designated for guest **ONLY. NO EXCEPTIONS.**

Parking is not allowed on the street due to the narrow nature. Fire and rescue vehicles need to gain access in emergency situations.

No vehicles other than four-wheel passenger automobiles shall be permitted on any portion of Tarpon Landings unless fully enclosed in the garage (this includes motorcycles, boats, trailers, RVs, trucks, campers and ATVs).

Any vehicle with commercial plates or advertisements must be parked in the garage. Trailers carrying or pulling ATVs, jet-skis or boats may not be parked on the driveway, street, or on empty lots.

Vehicles without proper passes will be towed at the owner’s expense.

A Towing service has been contracted by the Association to tow any vehicle in violation of the rules and regulations. They will make random visits between the hours of 10:00 p.m. and 7:00 a.m., Sunday through Saturday.

LATE ARRIVALS / TEMPORAY PARKING PERMIT

A special parking permit shall be issued to each unit. It is the unit owner’s responsibility to issue these permits to their respective guests. The purpose of the Late Arrival Guest Parking Permit is to readily identify authorized guest vehicles on arrival after normal management business hours.

Guests arriving after business hours shall display this permit in their vehicle (visible from the outside) while parked and only until such time when the management office opens. Guest vehicles must register at the management office and a regular guest permit will be issued. Only permits issued by the Management Office are valid.

Guest Passes will be issued for a period not to exceed thirty (30) consecutive days. Anyone staying for longer periods will be required to park in garages. **NO EXCEPTIONS.**

Applicant initials: _____ Date: _____

Applicant initials: _____ Date: _____

SECTION 6.0

FITNESS CENTER RULES AND REGULATIONS

Approved by the Board of Directors on April 19, 2011

The safety and enjoyment of the members of the Community and the protection of the community's investment are the primary concern in the operation of the Fitness Center. Please remember any damage to the equipment could affect the Association's CONDOMINIUM dues.

Reminder: If we show Courtesy and Consideration for others in the use of the fitness center a minimum of guidelines will be needed.

- *HOURS are 6:00 AM - 10:00 PM Sunday through Saturday*
- *Do not use items of clothing or footwear that could damage the exercise equipment*
- *Proper attire is required which include shirts and sneakers. Please no bare feet or flip flops*
- *Children under the age of sixteen (16) must be accompanied by an adult*
- *Only closed liquid containers are to be used in the Fitness Center*
- *For sanitary reasons please wipe down equipment after each use*
- *Please be courteous of others and limit your time to **30** minutes per each equipment*
- *No PETS are allowed in the Fitness Center*
- *No WET bathing attire in Fitness Center*
- *Please clean up after yourself*
- *Please turn off TV, lights and fans when exiting the Fitness Center*
- *No attendant is on duty. You are responsible for your own safety.*
- *In case of an emergency, call 911.*
- *Management is not responsible for your personal effects*
- *Lockers are available but numbers are limited. Members may make use of them while using the fitness room but must remove any lock and contents when leaving. Locks left on will be removed along with the contents.*

Applicant initials: _____ Date: _____

Applicant initials: _____ Date: _____

SECTION 7.0

POOL / SPA / DECK AREA RULES AND REGULATIONS

Approved on June 2nd, 2020, effective July 1st, 2020. The safety and enjoyment of the members of the Condominium and the protection of the Condominium's investment are the primary concern in the operation of the Pool Area. Please remember any damage to the furniture and equipment could affect the Association's dues. **Reminder: If we show Courtesy and Consideration for others in the use of the Pool Area a minimum of guidelines will be needed.**

Community Ops polices the pool from 5:00 PM to 5:00 AM and on weekends.

1. The Pool/Spa hours are DAWN to DUSK. Please use the surrounding lights as a guide. When lights around the pool are ON, the pool is CLOSED. When lights around the pool are OFF, the pool is OPEN.
2. WARNING – NO LIFEGUARD ON DUTY. Use of pool and spa facilities is at your OWN RISK.
3. WRIST BANDS MUST BE WORN OR IN PLAIN SIGHT WHEN IN THE POOL AREA. Guest(s) and/or family member(s) must be residing in the unit to use the pool without resident present. Non-compliance could result in the loss of recreational privileges. Residents may have no more than 6 guests at any given time at the pool area. This does not include family members. If you are planning on have more than 6 non-family guests, you must receive approval from the management office.
4. Night Bathing is not allowed as per Chapter 64-E9 of the Florida Administrative Code and County Ordinance. This is for everyone's safety. Violators will be fined, and use privileges may be suspended.
5. Use of the Pool/Spa during cleaning and servicing is discouraged and at your own risk.
6. Children Twelve (12) and under must be accompanied by an adult at all times in and out of the pool.
7. The Spa is not a children's Pool. Children under Twelve (12) cannot use the Spa.
8. Children over Twelve (12) may not swim unless an adult is at home to be notified in the event of an emergency, illness or conduct problem.
9. Glass and breakable items can be a health and safety hazard and cannot be used in the Pool Area.

Applicant initials: _____ Date: _____

Applicant initials: _____ Date: _____

TARPON LANDINGS CONDOMINIUM ASSOCIATION

10. Pets are prohibited in the pool area. Person(s) who need a service animal are permitted to have their animal in the pool area with advance written permission from the Association, and subject to the following conditions:
 - The person has provided the Association with a written certification from their medical provider that meets the standards of applicable law.
 - All request for documentation from the association shall be provided to the association within a reasonable time frame, no more than 10 days from the date requested.
 - The animal must always be leashed and under control.
 - The animal is not allowed to be an unreasonable source of nuisance, such as persistent noise or aggressive/vicious behavior.
 - The animal is brought to common areas approved by the Association when it needs to relieve itself, and any waste is promptly picked up by the person controlling the animal.
11. For health and sanitary reasons, and to keep suntan lotion and body oils from getting on the furniture, please cover chairs and lounges with towels.
12. No Food or Drinks are permitted within four (4) feet of the perimeter of the pool (Ref. Chapter 64-E9 of the Florida Administrative Code).
13. No smoking, vaping or smokeless tobacco within the perimeter fence to include the pool, pool deck, bathhouse, grill area, Clubhouse and in front of the cabanas.
14. Please use the shower in the deck area to wash off suntan lotion/oil before entering pool.
Oils
will "Gum" the tiles and dilute the Chemicals.
15. Swim Diapers are required for all children still in diapers.
16. No Diving, jumping, cannonballs, jackknifing, etc. or other activity where risk of serious injury is increased.
17. No colored chalk in the Pool area or any other place.
18. Proper swimming attire is required. No topless bathing is allowed.
19. Running, rough play and excessive splashing in or out of the pool can be dangerous and is strongly discouraged.
20. Upon leaving, please return any chairs or lounges that were moved during your stay.
21. NO ONE under any circumstances should enter the pool equipment area with the exception of the pool maintenance personnel.
22. No skateboards, bicycles, scooters, roller blades or similar equipment, are allowed in the recreational areas.

Applicant initials: _____ Date: _____

Applicant initials: _____ Date: _____

TARPON LANDINGS CONDOMINIUM ASSOCIATION

23. No frisbees, footballs, beach balls or other similar play equipment, will be allowed when others are present in the pool or on the pool deck.
24. Music will be provided by the association. No individual music can be played. If residents choose to listen to other music, they must use earbuds, headphones, etc.

Applicant initials: _____ Date: _____

Applicant initials: _____ Date: _____



BACKGROUND/CREDIT CHECK APPLICATION

PROPERTY INFORMATION

Address		City	State	Zip Code
Move-In Date	Move-out Date (if applicable)			

PRIMARY APPLICANT

Full Name		Date of Birth	Social Security Number	
Present Address		Present City	State	Zip Code
Primary Phone Number	Drivers License Number		Primary Email Address	

SECONDARY APPLICANT (IF APPLICABLE)

Full Name		Date of Birth	Social Security Number	
Present Address		Present City	State	Zip Code
Primary Phone Number	Drivers License Number		Primary Email Address	

I/we authorize Resort Management and Rental History Reports to do a complete investigation of all information provided with my application for residency. I have personally filled in and/or reviewed all information within the application. A complete investigation may include any or all of the following: Credit Report, Criminal Record, Rental History References (including MPHA), Employment Verification, Eviction Records and Personal Interviews with references. This authorization is for this transaction only and continues for (1) year unless limited by state law, in which case the authorization continues in effect for the maximum period, not to exceed (1) year, allowed by law. I acknowledge that Rental History Reports provides reports by written, electronic or verbal instructions to property managers of my choice and does not participate in the approval or denial process, and does not guarantee an approval. My submitting this application below acknowledges and agrees with all terms above and authorizes companies to release rental, eviction, credit and criminal record information. Any controversy or claim arising out of or relating to this agreement, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

TARPON LANDINGS CONDOMINIUM ASSOCIATION

Primary Applicant Signature

Date

Secondary Applicant Signature

Date

**ALL FORMS PROVIDED
AFTER THIS PAGE MAY BE
KEPT FOR TENANT'S FILES**

For elevator reservations, see tab
on this website.

TARPON LANDINGS CONDOMINIUM ASSOCIATION

CLUBHOUSE RENTAL FORM

Tarpon Landings Condominium Association

6081 Silver King Blvd.

Cape Coral, FL 33914

Phone: 239-541-8710

Email: tarponlandings@resortgroupinc.com

Name: _____

Address: _____

Telephone: _____ E-Mail Address: _____

Date of Event: _____

Start Time: _____ End Time: _____

Number in Party (limit 50 people): _____

_____ I will need to have the pool table covered

_____ I will not need to have the pool table covered

I, _____ will be responsible for all activity, clean up and damages done or charges incurred for such in and around the pool and clubhouse area for my guests during the scheduled time of use stated above. I, and my guests will be responsible for following all posted rules and regulations.

I also understand that after the event the clubhouse will be inspected in a timely manner and if damages are done, it will come out of my deposit, which the association is holding. However, if the damages exceed the amount of the deposit, I, _____ will be responsible for the remaining amount. If there are no problems, the deposit will be returned to me.

I have read and agree to the attached rules of the Clubhouse Rental.

Signature

Date

Please make two (2) separate checks payable to:

Tarpon Landings Condominium Association in the following amounts:

\$50.00 rental fee _____

\$300.00 Deposit _____

(Refundable upon evaluation of premises)

Management Company or BOD's Signature

Date

Inspected by

Date

TARPON LANDINGS CONDOMINIUM ASSOCIATION

CLUBHOUSE RENTAL FORM

Children under sixteen (16) years of age must be accompanied by an adult.

To reserve the Clubhouse, fill out a rental agreement at the Property Managers office prior to the engagement. Rental fee and security deposit will be collected at that time.

NOISE ORDINANCE: Party must end before 9:45 p.m. Attendees must depart (with an exception of a small group to clean up quietly) by 10:00 p.m. **NO EXCEPTIONS!**

MUSIC: If a band or DJ will be playing, they must set up inside the Clubhouse, keeping sound to a minimum and must stop playing by 9:30 p.m.

If decorations are to be used, please check with Property Manager before doing so.

Additional coolers may be available upon request.

Rental of the Clubhouse does **NOT** include the use of the swimming pool or on major holidays. Holiday Parties for the whole Community may be an exception with Board of Directors approval.

Clubhouse rentals are for the private use owners and renters. No rental for or by commercial use will be allowed.

NO GLASS OBJECTS OUTSIDE of the Clubhouse, including the grill area. Glass objects may be used **IN THE CLUBHOUSE ONLY.**

No animals of any kind allowed.

CLEANUP:

- 1. Please use supplied trash receptacles. All trash should be double bagged and taken to the dumpster. Please wipe up any spills on the floor or walkway pavers.*
- 2. The small refrigerator is available for your use; it must be emptied and wiped out upon the end of your function.*
- 3. Sinks, counters, tables, etc. must be cleaned.*
- 4. Furniture should be put back in order.*
- 5. When leaving please remember to turn off lights, ceiling fans, etc.*

All questions can be directed to Beth McMullen, Administrative Assistant at (239) 541-8710.

Acknowledged by