

# The Cove at Six Mile Condominium Association, Inc.

c/o Hayden and Associates

12650 Whitehall Drive

Fort Myers, FL 33907

Ph: 239-489-4890 Fax: 239-489-4980

Email: frontdesk@hayden-associates.com

## RENEWAL LEASE APPLICATION CHECK LIST

These guidelines are designed to assist you in submitting a **completed** Leasing Packet for review by the Board of Directors. This list must accompany your application. Initial each line and sign at the bottom of the page.

I am submitting the following:

\_\_\_\_\_ Application Check List

\_\_\_\_\_ Lease Registration Form

\_\_\_\_\_ Copy of executed lease renewal

\_\_\_\_\_ Security Deposit if not previously paid and on record with Association

\_\_\_\_\_ Assignment of Rents

\_\_\_\_\_ Rules and Regulations

\_\_\_\_\_ Liability Waiver

\_\_\_\_\_ Lease Addendum

\_\_\_\_\_ Violations on Unit (Office Use Only)

**PLEASE NOTE: LATE RENEWALS ARE REQUIRED TO PAY THE \$100.00 APPLICATION FEE**

\_\_\_\_\_  
(SIGNATURE OF SUBMITTER)

\_\_\_\_\_  
(DATE)

Leases that are not complete (including all fees) will not be reviewed and are subject to denial.  
Maya Francois, CAM

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**RENEWAL LEASE REGISTRATION FORM**

This application must be submitted to Hayden & Associates at least **twenty (20) days prior to the start of any lease renewal.** The Association has fifteen (15) days from the date the completed lease package is received to review and approve/deny the lease.

Requirements for Renewal:

- 1) PROVIDE COPY OF NEW LEASE
- 2) Completion of this form
- 3) Copy of National criminal background check and Credit Report
- 4) Other applicable information for any changes. i.e. occupants or vehicles

Leased Unit Address \_\_\_\_\_ Date: \_\_\_\_\_

Lease Renewal Date From: \_\_\_\_\_ To: \_\_\_\_\_

Lessee/Tenant information: Name: \_\_\_\_\_

Has any information changed in the last year regarding this lease?

If yes, please provide the new information below:

New Phone for Lessee/Tenant: Cell: \_\_\_\_\_ Home: \_\_\_\_\_

New Email Address: \_\_\_\_\_

New Vehicle(s): \_\_\_\_\_ Please provide copy of vehicle registration  
NEW OCCUPANTS: List each person, age, relationship  
MUST provide copy of Driver's License or Valid ID

New Occupant: \_\_\_\_\_

New Occupant: \_\_\_\_\_

New Occupant: \_\_\_\_\_

Lease renewal review criteria: Tenant history at the Cove at Six Mile Cypress will be reviewed for non-compliance of the rules and regulations as well as the covenants for the association. Violations of the community rules and regulations and the community covenants and/or committing a felony during lease term will be grounds for non-renewal.

PERSON SUBMITTING INFORMATION: NAME: \_\_\_\_\_

Email Address: \_\_\_\_\_ PHONE (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Signature

Date

Approved

Denied

Reason for Denial: \_\_\_\_\_

The Cove Representative Signature

Date

The Cove at Six Mile Cypress Condominium  
Association, Inc.

**Rental Waiver Liability**

I agree to hold harmless The Cove at Six Mile Cypress Condominium Association, its Agents, and its Board of Directors for any and all liability related to the usage of the gym, the pool, and all other common elements/ areas for myself and any of my guest.

I further agree that I will never allow children under the age of 18 to use these areas without adult supervision.

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Unit: \_\_\_\_\_

Date: \_\_\_\_\_

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**Assignment of Rents**

This is an Addendum to the Lease between \_\_\_\_\_ (Owner) and \_\_\_\_\_ (Tenant), for \_\_\_\_\_ Unit \_\_\_\_\_, beginning on \_\_\_\_\_ (date of lease) and all renewals thereof.

In the event that an Owner is or becomes delinquent in the payment of assessments or other sums due and owing to **The Cove at Six Mile Cypress Condominium Association, Inc.** the Association shall have the right and authority to collect the rent to be paid by the Tenant to the Owner directly from the Tenant. In the event such Tenant fails to remit said rent directly to the Association within ten (10) days from the day the Association notified such Tenant in writing that the rents must be remitted directly to the Association, but no later than the day the next rental payment is due, the Association shall have the right to terminate the lease and evict the Tenant. All sums received from the Tenant shall be applied to the Owner's account for the leased Unit according to the priority established in Section 718, Florida Statutes, until the Owner's account is current.

The terms of this Addendum are controlling over anything to the contrary in the Lease and cannot be modified without the prior written consent of **The Cove at Six Mile Condominium Association, Inc.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**OWNER:**

**TENANT(S):**

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

RULES AND REGULATIONS FOR  
THE COVE AT SIX MILE CYPRESS CONDOMINIUM ASSOCIATION, INC.

The following Rules and Regulations supplement those contained in the Declaration of The Cove at Six Mile Cypress Condominium. They are applicable to all occupants of the Units as well as to Unit Owners.

1. Antennae or Satellite Dish. No Exterior antennae shall be permitted on the Condominium Property. Satellite dishes must have prior approval from the Association.
2. Association Employees. Employees of the Association are not to be engaged by Unit Owners for personal errands, which are not within the scope of the applicable employee's duties.
3. Balconies, Terraces, Lanais, and Patios. Enclosures by screening glass or otherwise of balconies, terraces, rooftop terraces or patios are prohibited. No Articles except suitable furniture, plants and planters shall be placed on patios, or similar areas. No objects shall be hung from balconies or terraces, No cloth, clothing, laundry, rugs, mops or any other article(s), shall be hung upon, or shaken from doors, windows, balconies, terraces or exterior walls. Balconies may place one live potted plant outside by the front door, but cannot obstruct fire extinguishers or fire alarm pull stations. Lanais may place suitable furniture, such as a small table and 4 chairs maximum, and plants or planters (maximum of 2 plants no larger than a 3-gallon pot), one enclosed storage cabinet, Maximum of 2 bicycles neatly stored, and 1 enclosed storage cabinet. No garbage bags, boxes, bins, indoor furniture, appliances, or tools/ machinery in the lanai area. Walls, flooring and ceiling must be kept clean. Screens and doors must be free of damage. Sunshades are acceptable. No items are to be kept/ stored OUTSIDE the Lanai.
4. Children. Children under the age of (18) eighteen shall be the direct responsibility of their parents or legal guardians who must supervise them while they are within the Condominium Property. Playing shall not be permitted in any of the streets, hallways, and stairways and loud noises will not be tolerated.
5. Cleanliness. Unit Owners shall not allow anything to be thrown, or to fall, from doors, balconies or terraces. Garbage cans, laundry, dry cleaning, supplies or other articles shall not be placed in the corridors or on staircase landings.
6. Compliance by Unit Owners. Every Unit Owner and occupant shall comply with these Rules and Regulations as set forth herein any and all rules and regulations which from time to time may be adopted, and provisions of the Declaration, By-laws and Articles of Incorporation of the Association (all as amended from time to time) to the extent applicable. Failure of the unit Owner or occupant to comply shall be grounds for legal action which may include, without limitation, an action to recover sums due for damages, an action for injunctive relief, and any combination of such actions.
7. Destruction of Property. Neither Unit Owners, their family, Guests, invitees, nor employee shall mark, mar, damage, destroy, deface or engrave any part of the Condominium Property. Unit Owners shall be financially responsible for any such damage.
8. Door locks. Unit Owners must abide by right of entry into Units in emergencies. In case of emergency originating in, or threatening, any unit, regardless of whether the Unit Owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the manager, shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate.

The Manager shall have a master key to fit the door lock to all Units. If a Unit Owner wants additional locks, as additional security, said Unit Owner must first request the Approval of the Association for same. In the event the Association's approval is obtained, then the Unit Owner shall deposit with the manager a duplicate key for each such additional lock for use in emergencies.

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9. Exterior Appearance. To maintain a uniform and pleasing appearance of the exterior of the Condominium buildings, no awnings, canopy, screens, shutters, air conditioning units, glass enclosures, or other projections shall be attached to, hung, displayed or placed upon the outside walls, doors, windows or to the balcony, patio, terrace, roof or other portions of the buildings or on the Common Elements, other than items originally installed by the developer.
10. Facilities. The facilities of the Condominium governed by the Association are for the exclusive use of Members and their families, tenants, resident house guests and guests.
11. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, lessees or employee, in an amount not to exceed that allowed by law.
- (a) Notice. The Association shall notify the Owner or occupant of the reported or alleged infraction or infractions. Included in the notice shall be a statement of the covenants which have been allegedly violated; a statement of the matters asserted by the Association and a statement of the date and time of the next compliance meeting at which time the Owner or occupant shall present reasons why a fine should not be imposed.
  - (b) Hearing. The non-compliance shall be presented to a committee of other Unit Owners appointed by the Board of Directors, for such purpose, after which the unit Owner committee shall hear reasons why a fine should not be imposed. A written decision of the Unit Owner committee shall be submitted to the Owner or occupant by no later than fourteen (14) days after the Unit Owner Committee's meeting.
  - (c) Amount. The Board of Directors may impose a fine against the applicable person in such amount as may be permitted by the Association's By-Laws and by law.
  - (d) Committee Approval. If a Unit Owner committee does not agree with a fine, the fine may not be levied.
  - (e) Payment of Fines. Fines shall be paid no later than thirty (30) days after notice of the imposition thereof.
  - (f) Application of Fines. All monies received from fines shall be allocated as directed by the Board of Directors.
  - (g) Non-exclusive Remedy. These fines shall not be construed to be exclusive and shall exist in addition to (and not in lieu of) all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner occupant shall be deducted from or offset against any damages, which the Association may otherwise be entitled to recover by law from such Owner.
12. Flammables. No Flammable, combustible or explosive fluids, chemicals, or other substances may be kept in any unit or on the Common Elements. No fires, barbecue grills, hibachis, or cooking devices which emit smoke or dust shall be allowed on any lanai, balcony or terrace. No Fireworks allowed to be ignited on common grounds.
13. Food and Beverages. Food and beverages may not be consumed on the Common Elements except as specifically permitted by the Board of Directors.
14. Hurricane Preparation. Each Unit Owner who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to departure by:
- (a) Removing all items from his balcony
  - (b) Designating a responsible home watcher to care of the Unit during his absence. Each Unit Owner shall furnish the property manager with the name, address and telephone number of such firm or individual.
15. Hurricane Shutters. Unit Owners shall not install hurricane storm shutters without the prior approval of the Association and the Architectural Review Board.
16. Leasing: All leases must be in writing and a copy provided to the association.
- (a) Owners will submit a completed lease application request with all the necessary documentation and required fees to the Association for Board Approval. Such application should be submitted to the Board of

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Directors no less than 20 days in advance of the tenant move in date. The Board is required to approve or deny all leases prior to the tenant move in date.

- (b) An applicant or proposed occupant will be denied if they have 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. A **NATIONAL** criminal background check will be required for **EACH** Occupant 18 and over named above.
- (c) An applicant or proposed occupant will be denied should they have a credit score below 630. A credit report will be required for each Occupant 18 and over as named on the application. An application will not be considered complete without this information.
- (d) A refundable security deposit will be required with all new leases. To be provided by the owner.

**(e) Pets are NOT allowed in leased units.**

- (f) No portion of a unit, other than the entire unit, shall be rented by the Owner. No unit shall be sub-let.
- (g) The minimum lease term shall be three (3) months. No unit may be leased for longer than a term of twelve (12) consecutive months without a renewal process, including in said process Board approval for the lease renewal.
- (h) All current tenants at the expiration of the lease and choose to sign a new lease to remain a resident of the Cove will be required to adhere to the current rules and regulations of the association and to provide all applicable documentation as requested for renewal of a lease. All completed paperwork is required 20 days prior to the start of a new lease or lease renewal. This may require submitting a background authorization form to obtain a National background report and credit report, along with a refundable security deposit if it has not been previously provided, and the submittal of the applicable forms for a lease renewal. The Board shall approve or deny all lease renewals not more than forty-five (45) days but not less than fifteen (15) days prior to the lease expiration date. Lease renewals will be subject to a database update fee of \$50.00. Failure of an Owner to notify the Board of any lease renewal within the aforesaid time period may cause the application for renewal to be denied. Late renewals are required to pay a \$100 late renewal fee. Notice of renewal provided by a Tenant will not be accepted as valid and proper notice.
- (i) The lease shall include a provision permitting the Association authority and standing to evict any tenant of a Unit Owner who is in breach or violation of the lease agreement or the Declarations, the rules and regulations of the Association.
- (j) The Owner and tenant of a leased unit shall be jointly and severally responsible for complete and total compliance with these Rules and Regulations.

17. Moving/Deliveries. Only allowed between the hours of 8:00 a.m. and 7:00 p.m. any day of the week.

18. Noise.

- (a) Any Unit Owner wishing to install any flooring materials (including, but not necessarily limited to ceramic tile, marble, wood, etc.) in areas other than the baths as allowed for in the original construction, is required to obtain the prior written approval of the Association and to insure that a Sound Control Underlayment System is used, which system must be approved in writing by the Association prior to installation. Installation of the Sound Control Underlayment System shall include provisions for perimeter isolation material, which will insure the impact noises are not transmitted into space below either directly through the floor or by flanking through the surrounding walls.
- (b) No Unit Owner shall make disturbing noises in the buildings or allow sounds to emanate from his Unit, or permit his family, servants, employees, agents, visitors or licensees to do so. In particular, no unit Owner shall play (or permit to be played in his unit or on the Common Elements appurtenant to it) any musical instrument, phonograph, television, radio, or the like in a way that unreasonably disturbs or annoys other Unit Owners or occupants.

19. Nuisance. A Unit Owner Shall not permit anything to be done or kept in his Unit which will increase the insurance rates on his Unit, the Common Elements, or any portion of the Condominium, or obstruct or interfere with the rights of other Unit Owners of the Association. A Unit Owner shall not commit or permit any nuisance, immoral or illegal act in his Unit or the Condominium Elements or any portion of the Cove at Six Mile Cypress.

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20. Obstructions. The entranceways, passages, vestibules, lobbies, halls and similar portions of the Common Elements must be kept open and shall not be obstructed, littered, defaced or misused in any manner and shall be used only for ingress and egress to and from the Condominium Property. No carts, bicycles, carriages, chairs, tables or other objects shall be stored in these areas and rugs or mats must not be placed outside of doors in corridors.
21. Odors. No noxious or unusual odors shall be generated in such quantities that they permeate to other Units and become annoyances or become obnoxious to other Unit Owners. Normal cooking odors, normally and reasonably generated, shall not be deemed violations of this regulation.
22. Parking:
- (a) Boats and Commercial Vehicles. No boats, boat trailers, moving trucks, or trailers or commercial vehicles shall be permitted at or upon the Condominium Property.
  - (b) All vehicles parked on The Cove at Six Mile Cypress property must have a parking decal or a guest pass. Vehicles without a decal will be towed at the vehicle owner's expense. This includes unregistered vehicles without a parking decal parked in their assigned parking space. Each unit is entitled to register 1 vehicle per the number of bedrooms in each unit.
  - (c) Each two (2) bedroom condominium unit is assigned one (1) parking spot and each three (3) bedroom condominium unit is assigned two (2) parking spots. A (2) bedroom unit may keep not more than (2) vehicles on the property. A (3) bedroom unit may keep not more than (3) vehicles on the property. The guest pass is not to be used to keep one extra vehicle on the property on a full time basis. Guest passes are for temporary visiting guests.
  - (d) Guest Parking: All guest vehicles parked on The Cove at Six Mile Cypress property must display a guest pass facing outward, on the rear view mirror. Daytime service providers do not need to display a guest pass. Vehicles parking on common property without a guest pass are subject to immediate towing.
  - (e) Each Unit has already been provided one Guest Parking pass. If the pass is lost, stolen, or damaged beyond use then a replacement guest pass may be provided. The cost is \$50.00.
  - (f) No parking in the grass/ No parking in the street/ No parking on the sidewalk/ motorized vehicles may not be chained to any structure.
  - (g) No inoperable or abandoned vehicles are allowed to be parked or stored on the property. Vehicles that are not current with their Florida tag or have flat tires will be towed.
  - (h) All vehicles must be parked with the front of the vehicle facing towards the parking curb.
  - (i) No vehicle maintenance or repairs are permitted on common property. This includes oil changes.
23. Pets. No other than the Owner of a Unit is permitted to keep any approved pets on the Condominium Property.
- (a) Unit Owners may maintain up to a maximum of one (1) household pet in a Unit, to be limited to a domestic dog weighing 50 pounds or less, or domestic cat, or caged bird, or one (1) fish tank not to exceed fifty-five (55) gallons, provided said pet is not kept, bred, or maintained for any commercial purpose.
  - (b) No Unit Owner may keep in or on the condominium Property any dangerous breed of dogs, including, but not limited to, pit bulls, Rottweiler's, etc.
  - (c) Unit Owners must immediately collect and clean-up any feces from pets upon the Condominium Property and place within trash container.
  - (d) Violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners and/or to require any pet to be permanently removed from the Condominium Property.

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- (e) The Unit Owner shall indemnify the Association and hold it harmless from and against any and all loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the Condominium. If a dog or any other animal becomes a nuisance and/or is obnoxious to other unit Owners by barking or otherwise, the Unit Owner thereof must cause the problem to be corrected; or, if it is not corrected, the Unit Owner, upon written notice by the Association, will be required to remove the animal from the Condominium.
- (f) Pets shall not be permitted to become a nuisance to Unit Owners or occupants of Units and are subject to removal from the Condominium at the discretion of the Board of Directors after a hearing is conducted in the same manner as hearings for fines.

24. Plumbing. Water closets and other plumbing shall not be used for any purpose other than for which they are constructed. The costs of any damage resulting from misuse shall be borne by the Unit Owner causing the damage.

25. Pool Rules: Failure to follow any pool rules posted is grounds for immediate removal from pool area.
- (a) All residents are limited to no more than two (2) guests to use the pool facilities with the resident and must be accompanied by the resident.
  - (b) Children under the age of 16 must be accompanied by an adult. Children without supervision will be escorted out of the pool area.
  - (c) No food/ No alcoholic beverages/ No glass.
  - (d) No flotation devices, No rafts, No beach balls, No footballs, or other projectile water toys allowed. Flotation noodles and child floatation devices are permitted.
  - (e) No running/ No diving/ No horse playing/ No rough play allowed
  - (f) Pool hours are dawn to dusk

26. Responsibility for Deliveries. Unit Owners shall be liable for all damages to any of the Condominium Buildings caused by receiving deliveries, or moving or removing furniture or other articles to or from such Buildings. The Association shall have the right to charge any Unit Owner, prior to any interior construction to a Unit, or any delivery or removal of furnishings or bulk trash to or from that Owner's Unit, or a refundable deposit, in the amount to be determined by the Board in its sole and absolute discretion, which deposit shall be held, and which may be used, by the Association for any damage caused to the Common Elements of the Condominium or for payment or reimbursement of any bulk trash hauling or other associated expense. The Association shall refund the deposit within ten (10) days after the completion of construction of the interior of the Unit or after delivery or removal of any furnishings and/or bulk trash.

27. Roof. Unit Owners, their families, guests and tenants are not permitted on the roof of any of the Condominium Buildings for any purpose.

28. Rules and Regulations Enforcement. These Rules and Regulations will be enforced as follows:
- (a) Violations should be reported to the manager of the Association in writing, and not to the Board of Directors or officers of the Association.
  - (b) Violations will be called to the attention of the violating Unit Owner by the manager.
  - (c) Disagreements concerning violations will be presented to, and be judged by, the Board of Directors, which will take appropriate action.
  - (d) Unit Owners are responsible for compliance by their family members, guests, invitees, employees and lessees with these rules and regulations.

29. Signs. No signs, advertisements, notices or lettering may be exhibited, displayed, inscribed, painted, or affixed in, or on any part of the Common Elements, (other than a notice to be placed on the bulletin board after approved by the Manager of the Board) or any part of a Unit so as to be visible outside the Unit.

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30. Solicitation. There shall be no solicitation by any person anywhere on the Condominium Property for any cause, charity, or any purpose whatever, unless specifically authorized by the Board of Directors.
  
31. Storage. Each Unit Owner's personal property must be stored within the Unit. No storage units are allowed on property.
  
32. Telephones. All residents must maintain telephone service at all times in their Unit and shall advise the Association of their telephone number.
  
33. Trash. All trash, garbage and refuse from the Units shall be deposited with care in garbage containers or trash compactors intended for that purpose only at such times and in such manner as the Association will direct. Garbage and other refuse shall be placed in sealed garbage bags only in designated trash compactors. Large furniture items, such as couches, beds, dressers, entertainment centers, tables, etc... are not to be placed inside any trash compactor or trash enclosure. If it doesn't fit in the compactor, do not leave it there. This obstructs routine trash pickups.
  
34. Use and Occupancy. All Units shall be used for residential purposes only. In no event shall occupancy exceed two (2) persons for each bedroom contained in a Unit including convertible portions of any Units. The Term "temporary occupancy" as used herein shall mean occupancy of the Unit not to exceed thirty (30) consecutive days. Under no circumstances may more than one (1) family reside in a Unit at one time. "Families" or words similar import used herein shall mean either a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or a group of not more than four (4) persons not so related who maintain a common household in a Unit.
  
35. Window and Door Coverings.
  - (a) Curtains, drapes and other window or door coverings (including their lining) which face on exterior windows or glass doors of Units shall be white or off-white in color unless otherwise specifically approved by the Board of Directors.
  - (b) No aluminum foil may be placed in any window or glass door of a Unit, and no reflective substance may be placed on any glass in a Unit except as substance previously approved by the Board of Directors for energy conservation purposes.
  
36. Weight Limitations. No Unit Owner shall cause to be placed any weight on any portions of his Unit which shall interfere with the structural integrity of the buildings.

I have **read** each of the Rules & Regulations above and agree to abide by them while I reside in the Cove at Six Mile Cypress Condominium Association.

Applicant #1 Signature: \_\_\_\_\_

Applicant #2 Signature: \_\_\_\_\_

Applicant #3 Signature: \_\_\_\_\_

Applicant #4 Signature: \_\_\_\_\_