

TURTLE LAKE GOLF COLONY CONDOMINIUM ASSOCIATION, INC.

180 Forest Lakes Blvd., Naples, FL 34105

Telephone: (239) 263-3587

Email: admin@turtlelakegolfcolony.com

**FAMILY NOMINATED
ANNUAL OCCUPANCY RENEWAL PACKET**

(Rental term is six (6) months to a maximum of twelve (12) months)

Maximum occupancy: one (1) bedroom: three (3) people; two (2) bedroom: four (4) people.

BUILDING ADDRESS: _____ BUILDING NO. _____ UNIT NO: _____

OWNER'S NAME: _____ PHONE NO: _____

OWNER'S EMAIL: _____

CURRENT AGREEMENT/ LEASE EXPIRATION DATE: _____

TERM OF AGREEMENT/LEASE: (START DATE) _____ (END DATE) _____

This application is used for sons, daughters or parents of an owner(s) who are registered as a Nominated Guest on the Owner Information Form.

ONLY COMPLETED APPLICATION PACKETS WILL BE ACCEPTED.

Please allow up to two (2) weeks for application processing.

DOCUMENTS REQUIRED

- Turtle Lake Application Pages 1 through 9
- Copy of the written terms of agreement or lease between the owner and the family member applicant (including other applicants requesting to reside in the unit).
- COLOR COPY of a photo identification card (for all adult applicants eighteen (18) years old and above).
- If the current lease/agreement term has expired, a \$50.00 late application processing fee (money order or check payable to: Turtle Lake Golf Colony) must accompany this application.

FOR TURTLE LAKE OFFICE USE ONLY

Previous violations: Yes No IF YES, DESCRIBE: _____

LATE FEE: Yes No Paid: Check _____ Money Order

Application Approved: _____ Application Denied: _____

Authorized Signature: _____ Date: _____

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APPLICANT INFORMATION

OCCUPANT #1

Nominated Family Member Name (print first and last)	Phone Number
Home Address	City State
Relationship to Owner: <input type="checkbox"/> Mother <input type="checkbox"/> Father <input type="checkbox"/> Son <input type="checkbox"/> Daughter	Email

OCCUPANT #2

Name (print first and last)	Phone Number
	Email
Home Address	City State
Relationship to Nominated Family Occupant	Under 18 <input type="checkbox"/> yes <input type="checkbox"/> no If yes, age_____

OCCUPANT #3

Name (print first and last)	Phone Number
	Email
Home Address	City State
Relationship to Nominated Family Occupant	Under 18 <input type="checkbox"/> yes <input type="checkbox"/> no If yes, age_____

OCCUPANT #4

Name (print first and last)	Phone Number
	Email
Home Address	City State
Relationship to Nominated Family Occupant	Under 18 <input type="checkbox"/> yes <input type="checkbox"/> no If yes, age_____

EMERGENCY CONTACT INFORMATION

Name _____ Phone Number _____

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VEHICLE INFORMATION (Max two (2) vehicles per unit including owner vehicle)

Make: _____ Model: _____ Color: _____ Plate: _____ State: _____

Make: _____ Model: _____ Color: _____ Plate: _____ State: _____

Parking permits must be displayed on each vehicle when on property and must be obtained from the Turtle Lake office within seventy-two (72) hours of arrival. All vehicle requirements and parking rules are mandatory. To obtain parking permits bring vehicle registration and a valid driver's license to the Turtle Lake office.

APPLICANT’S RESPONSIBILITY AND ACKNOWLEDGEMENT OF UNDERSTANDING
(as indicated by signatures below)

- **ACCURACY OF INFORMATION PROVIDED:** I/We verify that this entire application has been read and that all information is true and correct. It is understood that all rental records are in good standing. I/We understand that if any of the information is false, this agreement signed with the owner and this approval will be subject to immediate termination.
- **RULES AND REGULATIONS:** I/We have received, read and understand the “Rules and Regulations” of Turtle Lake Golf Colony and hereby agree to abide by the “Rules and Regulations” presently in effect and any future revisions by the Board of Directors. I/We accept full responsibility for their observance by guests, family and visitors.
- **PENALTIES/FINES:** I/We further understand that the unit owner may be subject to penalties in the form of fines and/or legal action, and I/we may be evicted for any violation by documents (Declaration, Bylaws, Articles of Incorporation and “Rules and Regulations). If one (1) violation notice or more are issued, future agreements may not be permitted or approved.
- **NON-DISCRIMINATION:** I/We understand that it is not the policy of Turtle Lake Golf Colony Condominium Association, Inc. to discriminate in the approval of leases on the basis of race, color, creed, national origin, religion, sex, or family status.
- **NO MONTHLY RENT:** If your lease indicates no monthly rent or an amount that is less than the current monthly maintenance fees per month for your unit and the owner defaults regarding their monthly maintenance fees, you will be responsible to pay Turtle Lake Golf Colony the current amount per month upon written notification until the end of your lease or until the owner is current on fees. Failure to pay on time will result in the parking permits being void. All vehicles will be ticketed or towed from the property.

APPLICANT 1 - SIGNATURE DATE

APPLICANT 2 - SIGNATURE DATE

APPLICANT 3 - SIGNATURE DATE

APPLICANT 4 - SIGNATURE DATE

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ACKNOWLEDGEMENTS AND RESPONSIBILITY OF OWNER

Furnish or advise the family member (occupants) of the following:

RULES AND REGULATIONS: Notify family members about the Turtle Lake Rules and Regulations booklet and supply family member and any other occupants with the current copy or notify family members that an electronic copy is available at www.turtlelakegolfcolony.com and can be found under "Forms."

I/We authorize the applicants to occupy our unit located at Turtle Lake Golf Colony for the designated term of this application/agreement.

OWNER'S NAME (Print)

OWNER'S SIGNATURE

DATE

OWNER'S NAME (Print)

OWNER'S SIGNATURE

DATE

ADDENDUM TO AGREEMENT BETWEEN LANDLORD AND FAMILY NOMINATED TENANT APPLICANT(S) AND ASSIGNMENT OF RENTS FROM LANDLORD TO CONDOMINIUM ASSN. FOR AMOUNTS OWED

The provisions contained herein modify the lease/agreement ("Lease") between the Landlord and the Tenants for the lease of real property located at (insert below):

Print Address

Building #

Unit #

and serve as an agreement between Landlord and Turtle Lake Golf Colony Condominium Association, Inc. to assign rents payable to Landlord pursuant to the Lease from Landlord to Association for past-due and owning assessments, interest, costs and reasonable attorney's fees, which amounts are due pursuant to obligations of landlord arising from any one, or more, of the Declarations of Condominium for Turtle Lake Golf Colony Apts., Building No. 1 recorded at O.R. Book 583, Page 652, Public Records of Collier County, Florida; Turtle Lake Golf Colony Apts, Building No. 2 recorded at O. R. Book 595, Page 116, Public Records of Collier County, Florida; Turtle Lake Golf Colony Apts., Building No. 3 recorded at O. R. Book 700, Page 830, Public Records of Collier County, Florida; Turtle Lake Golf Colony Apts., Building No. 4 recorded at O. R. Book 776, Page 335, Public Records of Collier County, Florida; Turtle Lake Golf Colony Apts., Building No. 5 recorded at O. R. Book 1790, Page 1544, Public Records of Collier County, Florida; Turtle Lake Golf Colony Apts., Building No. 6 recorded at O. R Book 803, Page 1390, Public Records of Collier County, Florida; Turtle Lake Golf Colony Apts., Building No. 7 recorded at O. R. Book 747, Page 1532, Public Records of Collier County, Florida; Turtle Lake Golf Colony Apts., Building No. 8 recorded at O. R. Book 654, Page 1316, Public Records of Collier County, Florida; Turtle Lake Golf Colony Apts., Building No. 9 recorded at O. R. Book 855, Page 350, Public Records of Collier County, Florida; Turtle Lake Golf Colony Apts., Building No. 10 recorded at O. R. Book 56, Page 356, Public Records of Collier County, Florida; Turtle Lake Golf

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Colony Apts., Building No. 11 recorded at O. R. Book 8335, Page 479, Public Records of Collier County Florida; Turtle Lake Golf Colony Apts., Building No. 12 recorded at O. R. Book 820, Page 197, Public Records of Collier County Florida; or Turtle Lake Golf Colony Apts., Building A recorded at O. R. Book 860 Page 1939 Public Records of Collier County, Florida.

WHEREAS, Landlord is required to pay periodic and special assessments to Association, pursuant to Section 718.116(1)(a), Florida Statutes (2008), which requires a unit owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments which come due while he or she is the unit owner and pursuant to the Declaration;

WHEREAS, Landlord(s) failure to pay assessments, as they come due, as well as interest, cost and reasonable attorney's fees charged in connection with the collection of said assessments, triggers the Association's right to have rents assigned directly from Tenant to Association, pursuant to this Addendum.

NOW, THEREFORE, it is agreed as follows:

1. So long as Landlord pays assessments to Association in a timely manner, the provisions of this Addendum will not take effect. However, if Landlord fails to pay assessments to Association, the provisions of this Addendum will take effect and Landlord will agree to assign rents accruing from the above-referenced property, pursuant to the lease of such property, to Association, to reimburse Association for past-due and owing assessments, along with any interest, costs, and reasonable attorney's fees charged in the collection of said assessments, until Landlord's delinquency to Association has been fully cured.
2. In the event Landlord fails to pay assessments, Landlord authorizes Association to contact Tenant in writing (with a copy to Landlord) as to the amount of unpaid assessments, interest, costs, late charges and attorneys' fees owing and to direct Tenant to pay rent in installments (amount of monthly rent) each month on the (date rent is due to Landlord under Lease) day of each month, directly to the Association, at such time as assessments attributable to the above-referenced Unit become due and owing. Payment shall be made to Turtle Lake Golf Colony Condominium Apts., Inc. No. 1, 180 Forest Lakes Boulevard, Naples, Florida 34105.
3. Tenant's failure to pay pursuant to Section 2 above constitutes default by Tenant and Landlord under this Lease. If Tenant's/Landlord's default continues for three (3) days, excluding Saturday, Sunday, and legal holidays, after receipt by Tenant and Landlord of written demand by Association for payment of rent or possession of the Premises, Association may terminate Lease and evict Tenant for breach of Lease. Legal holidays for the purpose of this provision shall be court-observed holidays only. Delivery shall be by first class United States Mail and is deemed effective upon mailing. Landlord hereby consents to authorize Association to communicate with Tenant without limitation including for the purpose of signing this Addendum and for providing information to Tenant regarding Tenant's responsibility under this Addendum to pay rent directly to Association.
4. Any rents received by Association shall be applied pursuant to Section 718.116(3), Florida Statutes (2008), which requires any payment to be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in the collection, and then to delinquent assessments. The foregoing shall be applicable

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notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

5. At such time as Landlord's obligation to Association are paid in full, (as evidenced in writing signed by Association or its agent), Tenant may redirect payments to Landlord. In the event Landlord again becomes delinquent in payment owed to Association, Association may send written notice to Tenant (with a copy to Landlord) specifying the amount and basis of such delinquency and Tenant shall again remit all rental payments due after receipt of such notice directly to Association until advised in writing by Association of satisfaction of the delinquency.
6. Interruption of Basic Cable TV: At such time as the assessments are in arrears, the Association will advise cable tv provider to interrupt provision of the Basic Cable until the amount owed to the Association is brought current.
7. This agreement is made without prejudice of Association's rights, pursuant to the Florida law and the: Declaration of Condominium of Turtle Lake Golf Colony Condominium Apts., Inc. No. 1; Declaration of Condominium of Turtle Lake Golf Colony Apts., Building 2; Declaration of Condominium of Turtle Lake Golf Colony Apts., Building No. 3; Declaration of Condominium of Turtle Lake Golf Colony Apts., Building No. 4; Declaration of Condominium of Turtle Lake Golf Colony Apts., Building No. 5; Declaration of Condominium of Turtle Lake Golf Colony Apts., Building No. 6; Declaration of Condominium of Turtle Lake Golf Colony Apts., Building No. 7; Declaration of Condominium of Turtle Lake Golf Colony Apts., Building No. 8; Declaration of Condominium of Turtle Lake Golf Colony Apts., Building No. 9; Declaration of Condominium of Turtle Lake Golf Colony Apts., Building No. 10; Declaration of Condominium of Turtle Lake Golf Colony Apts., Building No. 11; Declaration of Condominium of Turtle Lake Golf Colony Apts., Building No. 12; and Declaration of Condominium of Turtle Lake Golf Colony Apts., Building A should the Landlord fall into and/or remain in arrears.

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This Addendum to the Agreement between the landlord (owner) and the family nominated applicant(s) has been executed by the parties on the dates indicated below.

(TWO (2) WITNESSES ARE REQUIRED FOR THE LANDLORD (OWNER))

Owners Name (Print)	Owners Signature	Date
Witness #1 Name (Print)	Witness #1 Signature	Date
Witness #2 Name (Print)	Witness #2 Signature	Date

(TWO (2) WITNESSES ARE REQUIRED EACH APPLICANT OVER THE AGE OF 18)

Applicant #1 Name (Print)	Applicants Signature	Date
Witness #1 Name (Print)	Witness #1 Signature	Date
Witness #2 Name (Print)	Witness #2 Signature	Date
Applicant #2 Name (Print)	Applicants Signature	Date
Witness #1 Name (Print)	Witness #1 Signature	Date
Witness #2 Name (Print)	Witness #2 Signature	Date
Applicant #3 Name (Print)	Applicants Signature	Date
Witness #1 Name (Print)	Witness #1 Signature	Date
Witness #2 Name (Print)	Witness #2 Signature	Date
Applicant #4 Name (Print)	Applicants Signature	Date
Witness #1 Name (Print)	Witness #1 Signature	Date
Witness #2 Name (Print)	Witness #2 Signature	Date

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AUTHORIZATION TO RELEASE INFORMATION

I/We have been requested, by the Turtle Lake Golf Colony Condominium Association, Inc., to provide information for their use in reviewing my/our background(s). Turtle Lake Golf Colony understands that all information is to be kept strictly confidential in their records.

Therefore, I/We hereby authorize the investigation of any criminal activity, financial and employment histories and my/our character at my/our expense.

The release in any manner of all information by you is hereby authorized whether such information is of record or not and I/we do hereby release all persons, agencies, firms, companies, etc., from any damages resulting from providing such information.

AUTHORIZATION IS VALID FOR NINETY (90) DAYS FROM THE DATE SIGNED.

APPLICANT #1 NAME (Print)

APPLICANT SIGNATURE

DATE

APPLICANT #2 NAME (Print)

APPLICANT SIGNATURE

DATE

APPLICANT #3 NAME (Print)

APPLICANT SIGNATURE

DATE

APPLICANT #4 NAME (Print)

APPLICANT SIGNATURE

DATE

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ADDENDUM TO MODIFY LEASE

This Addendum modifies the lease between the landlord and the tenant applicant referenced below and, notwithstanding anything to the contrary contained in the lease, by adding the following language:

All of the provisions of the condominium documents of the Turtle Lake Golf Colony Condominium Association, Inc. are applicable to and enforceable against the tenant applicant and his/her family members, guests, licensees and invitees to abide by the condominium documents, designating the association as the landlord/landlord’s agent with the authority to terminate any lease agreement and evict the tenant(s) and his/her/their family members and guests in the event of more than one (1) violation of such condominium documents that are not cured after notice and an opportunity to comply , is deemed to be included in the lease.

Term of Lease: Start Date: _____ **End Date:** _____

LANDLORD (OWNER)

(Please print first and last name, sign, and date in the spaces provided below.)

Landlord (Owner’s) - (print name) Landlord (Owner’s) signature Date

Landlord (Owner’s) name - (print name) Landlord (Owner’s) signature Date

APPLICANTS

(Please print first and last name, sign, and date in the spaces provided below.)

Applicant #1 (print name) Applicant #1 signature Date

Applicant #2 (print name) Applicant #2 signature Date

Applicant #3 (print name) Applicant #3 signature Date

Applicant #4 (print name) Applicant #4 signature Date