

MARINA CONDOMINIUM ASSOCIATION, INC.

LEASE AND/OR PURCHASE APPLICATION INSTRUCTIONS

Marina Condominium Association, Inc. has definite procedures to be complied with in the filing of the Lease/Purchase application which must be followed:

1. All forms must be completely filled out. Pages 3, 4, 6, and 7 must be signed by the unit owner. If the unit owner has given Power of Attorney to an agent, that document must be attached to the application. All spaces on pages 4, 5, and 8 must be completed.
2. Provide a check in the amount of \$50.00 payable to the Marina Condominium Association, Inc. representing the nonrefundable application fee to rent or sell. A background/credit report will be obtained by the association.
3. Attach a copy of the Lease/Sales Contract.
4. All vessels must carry \$100,000 liability insurance with the association named as an additional insured. A certificate of insurance must be submitted to the association within ten (10) days after purchase or lease date.
5. All completed forms, check and legal agreement must be in the Management office one week prior to processing. If the forms presented do not comply with the requirements, the processing and occupancy will be delayed.
6. The Processing Committee will give their response within seven (7) days of application via telephone to the unit owner and/or prospective residents. Until such time, the lessee or purchaser is prohibited from occupying the unit.
7. With reference to leases:
 - a) Original leases may be made for a period of one (1) year only. An option to renew the original lease may be made for a period of up to two (2) years.
 - b) The option to renew or extend the lease must be approved thirty (30) days in advance by the Board of Directors prior to expiration of original or current lease. A fully completed page 6 will suffice if all terms of the lease remain the same or a new lease must be in the management office thirty (30) days in advance.
 - c) For renewals/extensions, the \$50.00 fee will not be required.
 - d) The unit maintenance account must be current to obtain approval of a lease, renewal, or extension.
 - e) All renters must give thirty (30) days notice before vacating slip.

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NOTE: The first sentence of paragraph 6(b) above must be added to all lease contracts. Article of Condominium states “. . . any lease may not be modified, amended, extended, or assigned without prior consent in writing from the Board of Directors.

8. With reference to Purchases:

- a) Insure a full settlement is made on any outstanding balance due on the units maintenance account. Consent will not be issued until the account is current.
- b) Notify the management office of scheduled closing of title date and any subsequent changes.
- c) Immediately following closing of title, the new owner shall advise the management office. The new owner must provide the office with the proper name and address for official mail, i.e. notices, maintenance statements.

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MARINA CONDOMINIUM ASSOCIATION, INC.

INTENT TO SELL OR LEASE

TO: Board of Directors, Marina Condominium Association, Inc.

FROM: _____, owner of Marina unit # _____.

In Accordance with the Declaration of Condominium of the Marina and the related documents, this is notice of our intent to sell/lease (circle one) our unit # _____ of Marina Condominium to _____.

1. To comply with the documents, attached is the following:
 - a. Copy of executed "Purchase Contract" or "Proposed Lease" (circle one).
 - b. Check in the amount of \$50.00, payable to Marina Condominium Association, Inc. representing the nonrefundable application fee.
 - c. Completed portions of purchaser's or lessee's application package (as applicable) as indicated on instruction page #1.
2. We understand that our right to sell or lease the above property is subject to the right of first refusal in favor of the Marina Condominium Association, upon the terms and conditions as set forth in the attached contract.
3. In the event you elect not to exercise your option to purchase the property, please deliver to me, or my designated agent, your Certificate of Termination of Right of First Refusal, properly executed, in recordable form.
4. If our notice is to lease the property and you elect not to exercise your option to lease, then notify me or the prospective lessee of your approval of the lease at the earliest possible time.

Owner(s) Printed Name(s)

Owner's Signature

Date: _____

Address

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MARINA CONDOMINIUM ASSOCIATION, INC.

I/We are in receipt of the Marina Condominium Information Procedures and Rules and Regulations Sheets.

I/We fully acknowledge the contents of the Information Procedures and Rules and Regulations Sheets and will abide by its contents, as well as the Declaration of Condominium for The Marina, a Condominium, its by-laws, Articles of Incorporation and Rules and Regulations, all as may be from time to time adopted or amended.

Name (Please Print)

Slip No.

Signature

Date

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ADDENDUM TO MARINA CONDOMINIUM LEASE

THIS ADDENDUM, the Declaration of Condominium for the MARINA, a condominium, and Amendments hereto, the Article of Incorporation for the MARINA CONDOMINIUM ASSOCIATION, INC., (hereinafter called the "Association") the by-laws, and all Rules and Regulations of the Association are incorporated by reference into the Lease Agreement attached hereto. The foregoing documents and instruments shall be applicable as they are amended from time-to-time.

The Unit Owner or Lessee(s) by their execution of the Lease and this Addendum, recognize that the MARINA CONDOMINIUM ASSOCIATION, INC., a Florida Corporation, not-for-profit, is the entity responsible for the maintenance, administration and operation of the MARINA, a condominium, pursuant to the Declaration of Condominium as it is recorded in Official Records Book in the Public Records of Dade County, Florida.

The Unit Owner and Lessee(s) of the unit owner recognize pursuant to Article 12, of the Declaration of Condominium, the Association is empowered to make assessments for the purpose of collecting funds to pay the common expenses of the Condominium and to collect these assessments from individual owners.

The Unit Owner and Lessee(s) of the unit owner recognize and accept that very nature of this lease evidences intent on the part of the Unit Owner not to occupy the leased unit and that a tenant shall occupy said unit for the duration of this Lease. In recognition thereof, the parties to this Lease agree to the following terms and conditions:

1. All regular assessments shall be due and payable by the unit owner on the first day of each month and shall be considered in arrears after the tenth day of each month.
2. In the event a unit owner fails to timely pay assessments within ten (10) days of the due date as noted in the preceding paragraph whether regular assessments or special assessments, the Association shall notify, in writing by regular mail, the unit owner of such delinquency at his most recent address known to the Association; the Association shall likewise notify by regular mail the tenant, lessee(s), or other authorized resident residing in the unit.
3. Upon receipt of such notice by tenant, lessee(s), or other authorized resident, said tenant, etc., shall immediately pay to the MARINA CONDOMINIUM ASSOCIATION, INC. and in no event later than twenty-four (24) hours after such notice, the entire amount of such delinquent assessment whether regular

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or special, including late fees, interest, collection costs and attorney fees incurred, if any.

4. The tenant or lessee(s) are authorized to deduct such sums actually paid to the Association from the next rental payment regardless of whether payable directly to the unit owner or to his agent.

In the event the sums owed and actually paid to MARINA CONDOMINIUM ASSOCIATION, INC., exceed the next regular rental payment, the tenant or lessee(s) are authorized to continue such deduction from month-to-month until the tenant has been fully reimbursed for those sums actually paid to the Association.

5. In the event the tenant or lessee(s) fail to pay delinquent assessments and costs incidental thereto as previously described, including attorneys fees, the tenant shall be deemed in default of this Lease and subject to summary eviction proceedings and such other further relief as the Landlord is entitled to.
6. The MARINA CONDOMINIUM ASSOCIATION INC. shall have the irrevocable right to act on behalf of the Landlord (unit owner) in the event such eviction proceedings are necessary, and this power shall be deemed an irrevocable agency coupled with interest.
7. In the event such eviction proceedings or other actions are necessary, the prevailing party shall be entitled to attorneys' fees and costs.

In WITNESS WHEREOF, the respective parties have hereunto set their hands and seals this _____ day of _____, 20__.

Signed, Sealed and Delivered in
The Presence of:

OWNER/LANDLORD:
herein represented by:

(As to Owner/Landlord)

TENANT:

(As to Tenant (s))

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MARINA CONDOMINIUM ASSOCIATION, INC.

This addendum is to be an integral of the Lease Agreement between _____ as Landlord and _____ as tenant, for the premises known as unit # _____ in the Marina Condominium.

For the period of _____ 20____ to _____ 20_____.

OPTION TO RENEW: _____ Yes _____ No

The following rules and regulations of the Marina Condominium Association will apply:

1. The option for extending the lease must be approved thirty (30) days in advance by the Board of Directors. This approval must be given in writing if not the option and the lease shall be null and void.
2. Tenant is not permitted to sub-lease.
3. Only the signatory of the lease will be recognized by the Association and managers office as legal occupants of the Condominium.
4. Visitors are allowed to stay up to three (3) days without registration. Beyond three (3) days and up to thirty (30) days, guests must be registered with a special form at the manager's office.
5. Violation of the above rules or any rules and regulations of the Marina Condominium Association (a copy of which is hereby attached) will make this lease null and void. Legal expenses incurred for enforcement will be paid by the Landlord.

| | |
|----------|------------------------|
| Witness: | Landlord Signature: |
| _____ | _____ |
| Date: | Tenant Signature: |
| _____ | _____ |

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MARINA CONDOMINIUM ASSOCIATION, INC.

PURCHASER/LESSEE APPLICATION

INFORMATION SHEET FOR SUBMISSION TO BOARD OF DIRECTORS OF CONDOMINIUM ASSOCIATION

A. NAME OF PURCHASER OR LESSEE _____
ADDRESS _____
HOME PHONE NO. _____
BUSINESS PHONE NO. _____

B. NAME OF SELLER OR LESSEE _____
CONDOMINIUM UNIT NO. _____

C. BOAT NAME _____
MAKE _____
LENGTH (OVERALL) _____
BEAM _____

D. NAME AND ADDRESS OF
INSURANCE CO/AGENT _____

E. NAME AND PHONE NO. IN
CASE OF EMERGENCY _____

BASIC RULES AND REGULATIONS

- 1) All maintenance fees are to be received by the 10th of the month in which they are due. Failure to comply will result in an automatic \$10.00 late charge.
- 2) If the unit is sold or leased, there is a nonrefundable processing fee of \$50.00 per application.

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- 3) Air conditioners are not to be used on dockside power on a continuous basis. If the boat is unattended, the air conditioners must be turned off.
- 4) A dock box must be of an approved type and size. Only one (1) dock box per unit.
- 5) Nothing may be stored on the finger piers.
- 6) Nothing, with the exception of the approved dock box, may be stored on the main docks.
- 7) Any attachments to the main docks or finger piers can only be made with prior approval from the Board of Directors and in their approved manner.
- 8) Power cords, hoses, etc., must be neatly stored on pedestal racks.
- 9) Parking decals must be visible on your dashboard while parked in the marina lot.
- 10) Overnight parking is limited to three (3) nights after vessel departs from marina.
- 11) Trash receptacles are provided at the S.W. corner of the marina. All garbage is to be disposed of in sealed plastic bags. No oil or other flammable liquids are to be disposed of in the trash area.
- 12) When returning to the marina, please slow down far enough away so as not to cause any disturbing wake within the yacht basin.
- 13) Prior approval from the Board of Directors is required for the sale or lease of a condominium unit.
- 14) Under no circumstances can gasoline be fueled at the marina.
- 15) Please be aware of the size limitations of your slip.
- 16) You are personally responsible for any damage you, your guests, your employees or service personnel cause at the marina.

The foregoing information is correct and in the event of any changed information, the management company will be notified as soon as possible.

I have read and agree to comply with all of the Association rules and regulations now in effect and in the future.

PURCHASER/LESSEE

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MARINA CONDOMINIUM ASSOCIATION, INC.

CONSENT OF BOARD OF DIRECTORS OF THE
MARINA CONDOMINIUM ASSOCIATION, INC.
TO TRANSFER OF TITLE OR LEASE

We hereby certify that the Board of Directors of the MARINA CONDOMINIUM ASSOCIATION, INC. have consented to the Transfer of Title or Lease for Condominium Unit Number _____ in the Aventura Marina Condominium #1 from _____ to _____.

DATED THIS _____ DAY _____ OF 20____.

MARINA CONDOMINIUM ASSOCIATION, INC.

_____ BY _____
WITNESS PRESIDENT

BY _____
VICE-PRESIDENT

STATE OF FLORIDA
COUNTY OF DADE SS:

BEFORE ME, the undersigned authority, personally appeared _____ as President, and _____ as Vice-President of MARINA CONDOMINIUM ASSOCIATION, INC., a non-profit corporation, and they acknowledged before me that they executed the foregoing instrument as such officers, and for the uses and purposes therein expressed, and that such instrument is the act and deed of said corporations.

WITNESS my hand and official seal this _____ day of _____ 20____.

MY COMMISSION EXPIRES:

NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

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