

MAGNOLIA CROSSING CONDOMINIUM ASSOCIATION

C/O Argus Property Management
2477 Stickney Point Rd.
Sarasota, FL 34231
941-927-6464

RULES AND REGULATIONS

1. No more than 6 adults may occupy any unit at any one time.
2. No immoral, improper offensive or unlawful use of the property is allowed.
3. No nuisances that disturb peaceful possession and enjoyment are allowed on the property. Law enforcement will be called when necessary to ensure this rule.
4. All parts of the property must be kept in a clean and sanitary condition at all times. Garbage, rubbish or refuse should be not be allowed to accumulate.
5. Trash should be placed in bags and then in covered receptacles if being placed outside the night before pickup. Trashcans should be placed outside no earlier than 6 PM the evening before pickup and should be removed by 8 PM on pickup day. Trash may be put out in plastic bags if placed outside on the day of pickup. Please pick up any trash that may have been strewn about by animals or blown by the wind.
6. With the approval of the Board, owners are allowed one small, domesticated pet. All approved pets must be leashed and in the control of their owner at all times. Any pet waste must be picked up immediately and disposed of appropriately by the pet owner.
7. No signs, advertisements or notices may be erected on the common elements.
8. Please do not bring glass containers in to the pool area. If glass breaks in the pool area, the pool must be closed and emptied. Owners will be assessed for the clean up and refilling of the pool. Shower before entering the pool. Please cover chairs with a towel if you are using sunscreen products and leave the area as you found it.
9. Please do not speed through the community. There are frequently children present.
10. Owners must follow the Association's application process when selling or renting their units. Applications may be obtained from Argus by calling the above number. There is an application fee of \$100. If this process is not followed, the Association has the right to evict your tenant.

MAGNOLIA CROSSING Lease/ Purchase Application 2011
PLEASE ALLOW TWENTY DAYS FOR PROCESSING

UNIT INFORMATION:

UNIT# _____ at Sweet Bay Circle, Bradenton, Florida
OWNER NAME _____

LEASE INFORMATION:

LEASE: SEASONAL/ANNUAL
LEASE DATES: _____ TO _____

PURCHASE INFORMATION

PURCHASE: CLOSING DATE (If Applicable) _____

REALTOR INFORMATION:

REALTOR/AGENT connected to Lease/Purchase? YES NO
REALTOR NAME _____ PHONE # _____
NAME OF REAL ESTATE FIRM _____
ADDRESS _____

APPLICANT INFORMATION: for lease or purchase

NAME _____ SPOUSE/CO-OCCUPANT _____

DOB _____ DRIVERS LICENSE # _____ DOB _____ DRIVERS LICENSE # _____

CURRENT/PREVIOUS ADDRESS _____ CITY _____
STATE _____ PHONE _____

OCCUPATION _____ EMPLOYER _____

BUS
ADDRESS _____ CITY _____ STATE _____
ZIP _____ PHONE _____

PET KEPT ON PREMISES: 1 SMALL DOMESTICATED PET
TYPE _____ HEIGHT _____ WEIGHT _____

VEHICLE (S):
MAKE _____ YEAR _____ MODEL _____ TAG _____

MAKE _____ YEAR _____ MODEL _____ TAG _____

NAMES, AGES AND RELATIONSHIP OF PERSONS WHO OCCUPY THE UNIT (MAX. TOTAL NUMBER IS SIX):

PERSONAL REFERENCES:

NAME _____ ADDRESS _____ PHONE _____
NAME _____ ADDRESS _____ PHONE _____

- I, THE UNDERSIGNED APPLICANT, IN SUBMITTING AND SIGNING THIS APPLICATION, WARRANT THAT ALL OF THE INFORMATION IS TRUE AND CORRECT AND UNDERSTAND THAT ANY INTENTIONAL MISREPRESENTATIONS SHALL BE THE BASIS FOR AUTOMATIC DISAPPROVAL
- I HAVE READ THE DOCUMENTS AND RULES®ULATIONS WHICH ARE ATTACHED AND MADE A PART OF THIS APPLICATION, AND AGREE TO ABIDE BY THEM. I UNDERSTAND THAT ANY VIOLATION OF THESE RULES AND REGULATIONS WILL BE GROUNDS FOR THE "BOARD" TO REQUIRE THE UNIT OWNER TO EVICT THE LESSEE FROM THE LEASED PREMISES.
- I AGREE THAT THE "BOARD" OR ITS DESIGNEE MAY MAKE INQUIRY OF ANY OF THE REFERENCES PROVIDED HERE. I AGREE TO PROVIDE THE NECESSARY INFORMATION FOR THE BACKGROUND CHECK ON THE FORM THAT ACCOMPANIES THIS APPLICATION.
- A \$100.00 NON-REFUNDABLE FEE PAYABLE TO "ASSOCIATION" MUST ACCOMPANY THIS APPLICATION

1) _____ 2) _____
 Signature of Applicant Signature of Applicant

1) _____ 2) _____
 Printed Name of Applicant Printed Name of Applicant

DATE _____ DATE _____

SIGNATURE: UNIT OWNER _____ DATE _____

Or
 REAL ESTATE AGENT (FOR OWNER) _____ DATE _____

ASSOCIATION APPROVAL: APPROVED _____ DISAPPROVED _____

 Board Member Signature Title Date

PLEASE NOTE, AS REQUIRED BY ASSOCIATION DOCUMENTS

- A fully completed and signed copy of the proposed lease must accompany and be returned with this application.
- The \$100.00 fee covers the background and criminal check costs of application.
- If either the copy of the lease or the processing fee does not accompany this application, the Board of Directors will take no action and your request will be automatically disapproved.

SEND COMPLETED APPLICATION (S) TO: Magnolia Crossing c/o Argus Property Management, 2477 Stickney Point Rd, #118-A, Sarasota, FL 34231

Email: susan@argusmgmt.com Phone: (941) 927-6464 ex: 101 FAX: (941) 927-6767

www.argusmgmt.com

Updated: 9.26.11

**AUTHORIZATION TO PERFORM BACKGROUND INVESTIGATION
AND CRIMINAL REPORT**

Case file # _____ TAGS Special Service - Background Investigative Services.

In compliance with applicable state law, this notice is to inform you that this company may obtain a **BACKGROUND PROFILE AND CRIMINAL** report in connection with the above noted case. All information obtained is strictly confidential.

Reports include but are not limited to criminal background checks, department of motor vehicle records, and associated profile information. An investigative report contains information of your character; general reputation, personal characteristics, or mode of living which has been obtained through public records and personal interviews with neighbors, friends, or associates or from others with whom you are or have been aquatinted or who may have knowledge concerning any such information.

By signing below I _____ authorize this company to obtain a
Print name of applicant
Criminal report or an investigative profile report in connection with my employment, or tenancy as set forth herein.

X _____
Signature of Applicant Date

SUBJECTS NAME _____

CURRENT ADDRESS _____

CITY, STATE, ZIP _____

SOCIAL SECURITY # _____

DATE OF BIRTH MONTH _____ / DAY _____ / YEAR _____

CLIENT (person or company requesting report) _____
Print Name

Name of Company Signature

PURPOSE OF INVESTIGATION: _____ Tenancy _____ Employment _____ Other

If other purpose - Please specify _____

ADDITIONAL INFORMATION/COMMENTS _____

NOTE: THIS FORM MAY NOT BE COPIED OR UTILIZED FOR ANY PURPOSE WITHOUT THE EXPRESS PERMISSION OF TAGS SPECIAL SERVICES- INVESTIGATIONS A-9900343FL

For you

owners, whichever first occurs, the Developer, as controlling Director of the Association, shall be responsible for, and shall control the maintenance and repair of the condominium property. During this period the Developer agrees to keep the Condominium property maintained in the proper manner and guarantees that the assessment for common expenses imposed on a Unit Owner shall not exceed a) \$450.00 per quarter for the year 2002; b) \$500.00 per quarter for the year 2003; and c) \$550.00 per quarter for the year 2004, and any years thereafter. Any amount of common expenses incurred during the period prior to the Developer turning over control of the Association in excess of the assessments at the guaranteed level shall be paid by the Developer. At the end of year 2004, the Developer shall have the right to extend the 2004 guarantee for the year 2005, and the year 2006. After the Developer turns over control of the Association, the guarantees set forth herein shall not apply.

21. USE RESTRICTIONS. Use of the Condominium property shall be in accordance with the following provisions:

A. Units. Each of the Units shall be occupied overnight by no more than six (6) adults at any one time. The Units shall be used as a residence and for no other purpose. No Unit may be divided or subdivided into a smaller unit, nor any portion thereof sold or otherwise transferred, except as a complete Unit.

B. Common Elements. The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the unit owners.

C. Nuisances. No nuisances shall be allowed upon the Condominium property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Condominium property by residents. All parts of the Condominium property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor shall any fire hazard be allowed to exist. No use shall be made of any unit or of the Common Elements or Limited Common Elements which would increase the rate of insurance upon the Condominium property.

D. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of the Condominium property shall be that of those responsible for the maintenance and repair of the property concerned.

E. Leasing. After approval by the Association elsewhere required, entire apartments may be rented provided the occupancy is

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only by the lessee and his family, his servants and guests. No lease shall be for a period of less than thirty (30) days. A Unit Owner may not lease a unit for more than twelve (12) separate leases or rentals during any one calendar year.

F. Pets. Each unit owner, with approval of the Board of Directors, may have one small domesticated pet in his unit. All pets approved shall be maintained and controlled so as not to violate any ordinances or regulations of any controlling governmental body. In the event that any pet kept on the premises shall constitute a nuisance in the opinion of a majority of the Board of Directors of the Association, then the owner, when so notified in writing, shall be required to immediately remove said pet from the premises. If an owner fails to remove a pet, after notice by the Board, the Board shall have the right to obtain an Order from the Court to this effect and all costs incurred in obtaining such Order, including attorney fees, shall be payable by the offending unit owner.

G. Nothing to be Erected Upon Building or Common Elements No signs, advertisements or notices of any type shall be erected upon the common elements; no screen or glassing shall be added to the porches of the units; and no exterior antennas or aerials shall be erected upon the units or the common elements; provided, however, the Board Directors in their regulations may vary this restriction.

H. Regulations. Reasonable regulations concerning the use of the Condominium property may be made and amended from time to time by the Board of Directors of the Association in the manner provided by its Articles of Incorporation and Bylaws. Copies of such regulations and amendment shall be furnished by the Association to all unit owners and residents of the Condominium upon request. Each unit owner shall abide by the regulations so promulgated.

I. Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the units, neither the unit owners nor the Association, nor the use of the Condominium property shall interfere with the completion of the contemplated improvements and sale of the units. Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the property and the display of signs.

J. Children. There are no restrictions on the use or occupancy of the condominium property or the individual units based upon the age of the person using or occupying the premises.

22. COMPLIANCE AND DEFAULT. Each unit owner shall be governed by and shall comply with the terms of the Declaration of Condominium, the Articles of Incorporation and Bylaws of the Association, and any and all regulations adopted pursuant thereto, as they may be amended from time to time. Failure of the unit owner to comply therewith shall entitle the Association or other unit owners to the relief