

Mariner Pointe Condo Docs

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**MARINER POINTE CONDOMINIUM ASSOCIATION
APPLICATION FOR CONSENT TO TRANSFER**

Date_____

Unit_____

Name_____ Spouse_____

Partner_____

Other Unit Designation_____
(Corporation if applicable)

Residence Address_____

Billing Address if Different_____

Home Telephone_____ Home Fax_____

Office Telephone_____ Office Fax_____

E-Mail Address_____

Employer_____

Occupation_____

Purchase Price_____

Tentative Closing Date_____

Received Copies of Condominium Documents ____Yes ____No

Received Copies of Q & A Sheet ____ Yes ____ No

Buyer's Real Estate Agent _____

**To Obtain An Estoppel, a Fee of \$250 Will Be Required, Made
Payable to Island Management**

Please return to: Island Management
P.O. Box 100
Sanibel, FL 33957

**Copy of contract must accompany application.
Minimum 25 days turnaround time for completion of
paperwork.**

FREQUENTLY ASKED QUESTIONS & ANSWERS SHEET

MARINER POINTE COA _____
Name of Condominium Association

As of 3/12/19
Date

Q: What are my voting rights in the condominium association?

A: **One vote per unit.**

Q: What restrictions exist on my right to use my unit?

A: See Exhibit "A" of the Condominium Documents.

Q: What restrictions exist on the leasing of my unit?

A: No lease for less than seven (7) days.

Q: How much are my assessments to the condominium association for my unit type and when are they due?

A: \$2200.00 payable the 1st of January, \$2500.00 payable the 1st of April, \$2500.00 payable the 1st of July, and \$2500.00 payable the 1st of October.

A separate Reserve Assessment was held for \$1600 per unit to fund Reserves. Reserve Assessment Payable as follows: \$500.00 due April 1st, \$500.00 due July 1st and \$600.00 due October 1st).

Q: **Do I** have to be a member of any other association?

A: No.

Q: Am I required to pay rent or land use fees for recreational or other commonly used facilities?

A: No.

Q: **Is** the condominium association or other mandatory membership association involved in any court cases in which it may face liability in excess of \$100,000? If so, identify each case.

A: None.

NOTE: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO, THE SALES CONTRACT, AND THE CONDOMINIUM DOCUMENTS.

MARINER POINTE

Income/Expense Statement

Period: 01/01/19 to 01/31/19

Account	Description	Actual	Current Period		Actual	Year-To-Date		Yearly Budget
			Budget	Variance		Budget	Variance	
INCOME:								
03010	MAINTENANCE FEE ASSMT	73,333.34	73,333.34	.00	73,333.34	73,333.34	.00	970,000.00
03015	BOAT FEES LONG TERM	1,366.77	1,083.33	283.44	1,366.77	1,083.33	283.44	13,000.00
03016	SHORT TERM DOCK RENTAL	2,451.89	416.66	2,035.23	2,451.89	416.66	2,035.23	5,000.00
03017	KAYAK DOCKING	112.96	83.33	29.63	112.96	83.33	29.63	1,000.00
03030	OTHER INCOME	.07	21.66	(21.59)	.07	21.66	(21.59)	260.00
03040	GEN RESERVE ASSMT	.00	.00	.00	.00	.00	.00	160,000.00
03060	LATE FEES	.00	41.66	(41.66)	.00	41.66	(41.66)	500.00
03120	INTEREST INCOME	8.23	12.50	(4.27)	8.23	12.50	(4.27)	150.00
	Subtotal Income	77,273.26	74,992.48	2,280.78	77,273.26	74,992.48	2,280.78	1,149,910.00
EXPENSES								
GENERAL & ADMINISTRATIVE								
04004	OFFICE ADMIN. PHONE	179.71	160.00	(19.71)	179.71	160.00	(19.71)	1,920.00
04005	FEES / LICENSES PERMITS	404.00	88.75	(315.25)	404.00	88.75	(315.25)	1,065.00
04006	LEGAL	.00	833.33	833.33	.00	833.33	833.33	10,000.00
04007	OUTSIDE PROFESSIONAL SVC	890.00	322.08	(567.92)	890.00	322.08	(567.92)	3,865.00
04008	AUDIT TAX PREP	.00	320.83	320.83	.00	320.83	320.83	3,850.00
04015	OFFICE/ POSTAGE/PRINT/COPY	(789.56)	291.66	1,081.22	(789.56)	291.66	1,081.22	3,500.00
04017	TRAVEL EXPENSE	28.42	41.66	13.24	28.42	41.66	13.24	500.00
04060	MANAGEMENT CONTRACT	670.00	670.00	.00	670.00	670.00	.00	8,040.00
04090	INSURANCE GENERAL	30,846.94	29,825.66	(1,021.28)	30,846.94	29,825.66	(1,021.28)	357,908.00
04097	MISC ADMIN	.00	254.16	254.16	.00	254.16	254.16	3,050.00
	GENERAL & ADMINISTRATIVE	32,229.51	32,808.13	578.62	32,229.51	32,808.13	578.62	393,698.00
BUILDINGS								
04210	BUILDING GENRL MISC	412.40	812.50	400.10	412.40	812.50	400.10	9,750.00
04211	PAINTING	.00	250.00	250.00	.00	250.00	250.00	3,000.00
04212	UTILITY ELECTRICAL	.00	416.66	416.66	.00	416.66	416.66	5,000.00
04213	SAFETY EMERGENCY REPAIRS	.00	591.66	591.66	.00	591.66	591.66	7,100.00
04215	UTILITY PLUMBING	2,000.00	4,500.00	2,500.00	2,000.00	4,500.00	2,500.00	54,000.00
04217	SAFETY MAINTENANCE	.00	666.66	666.66	.00	666.66	666.66	8,000.00
04230	UTILITIES A/C	.00	1,225.00	1,225.00	.00	1,225.00	1,225.00	14,700.00
04240	BLDGS - SPECIAL PROJECTS	.00	4,916.66	4,916.66	.00	4,916.66	4,916.66	59,000.00
	BUILDINGS	2,412.40	13,379.14	10,966.74	2,412.40	13,379.14	10,966.74	160,550.00
GROUNDS								
04305	GROUNDS CONTRACT	3,450.00	3,800.00	350.00	3,450.00	3,800.00	350.00	45,600.00
04307	OTHER GROUNDS SERVICES	.00	936.66	936.66	.00	936.66	936.66	11,240.00
04310	GROUNDS SUPPLIES	.00	166.66	166.66	.00	166.66	166.66	2,000.00

Income/Expense Statement

Period: 01/01/19 to 01/31/19

		Current Period			Year-To-Date			Yearly
Account	Description	Actual	Budget	Variance	Actual	Budget	Variance	Budget
04311	MULCHING	95.70	1,000.00	904.30	95.70	1,000.00	904.30	12,000.00
04312	SOD	.00	833.33	833.33	.00	833.33	833.33	10,000.00
04320	PARKING / ROADS	.00	41.66	41.66	.00	41.66	41.66	500.00
04330	FUEL	.00	41.66	41.66	.00	41.66	41.66	500.00
04340	IRRIGATION	621.00	1,933.33	1,312.33	621.00	1,933.33	1,312.33	23,200.00
04360	GROUPS - SPECIAL PROJECTS	.00	7,078.33	7,078.33	.00	7,078.33	7,078.33	84,940.00
04370	PLANTINGS	.00	416.66	416.66	.00	416.66	416.66	5,000.00
04380	FERTILIZATION, PEST CONTROL	1,501.00	891.75	(609.25)	1,501.00	891.75	(609.25)	10,701.00
04390	TREE TRIMMING	.00	416.66	416.66	.00	416.66	416.66	5,000.00
04395	EQUIPMENT REPAIRS	889.56	125.00	(764.56)	889.56	125.00	(764.56)	1,500.00
04396	NEW EQUIP / REPLACEMENT	.00	41.66	41.66	.00	41.66	41.66	500.00
04397	LANDSCAPING	.00	541.66	541.66	.00	541.66	541.66	6,500.00
	GROUPS	6,557.26	18,265.02	11,707.76	6,557.26	18,265.02	11,707.76	219,181.00
PERSONNEL								
04405	STAFF-SALARY / WAGES	2,450.39	5,666.66	3,216.27	2,450.39	5,666.66	3,216.27	68,000.00
	PERSONNEL	2,450.39	5,666.66	3,216.27	2,450.39	5,666.66	3,216.27	68,000.00
POOL / AMENITIES								
04510	POOL REPAIRS	.00	91.66	91.66	.00	91.66	91.66	1,100.00
04511	POOL SUPPLIES	241.95	333.33	91.38	241.95	333.33	91.38	4,000.00
04512	POOL PERMITS/INSPECTION	.00	31.25	31.25	.00	31.25	31.25	375.00
04520	POOL PROPANE	.00	333.33	333.33	.00	333.33	333.33	4,000.00
04530	BBQ GRILLS	.00	125.00	125.00	.00	125.00	125.00	1,500.00
04540	BBQ PROPANE	.00	29.16	29.16	.00	29.16	29.16	350.00
04570	DOCK EXPENSES	225.00	125.00	(100.00)	225.00	125.00	(100.00)	1,500.00
04580	FISHING PIER EXPENSE	.00	291.66	291.66	.00	291.66	291.66	3,500.00
	POOL / AMENITIES	466.95	1,360.39	893.44	466.95	1,360.39	893.44	16,325.00
UTILITIES								
04601	ELECTRICITY	16.92	724.66	707.74	16.92	724.66	707.74	8,696.00
04610	WATER	3,469.05	2,916.66	(552.39)	3,469.05	2,916.66	(552.39)	35,000.00
04620	SEWER	.00	6,344.50	6,344.50	.00	6,344.50	6,344.50	76,134.00
04630	CABLE TV	5,104.95	5,271.66	166.71	5,104.95	5,271.66	166.71	63,260.00
04640	TRASH	2,867.79	2,916.66	48.87	2,867.79	2,916.66	48.87	35,000.00
04650	CELL PHONE & BEEPERS	161.82	211.66	49.84	161.82	211.66	49.84	2,540.00
	UTILITIES	11,620.53	18,385.80	6,765.27	11,620.53	18,385.80	6,765.27	220,630.00

PROJECTS

Period: 01/01/19 to 01/31/19

[illegible]

MARINER POINTE
Income/Expense Statement
Period: 01/01/18 to 01/31/18

		Current Period			Year-To-Date			Yearly
Account	Description	Actual	Budget	Variance	Actual	Budget	Variance	Budget
	UTILITIES	10,539.35	11,558.65	1,019.30	10,539.35	11,558.65	1,019.30	214,304.00
PROJECTS								
04813	HURRICANE EXPENSE	4,233.00	1,250.00	(2,983.00)	4,233.00	1,250.00	(2,983.00)	15,000.00
	PROJECTS	4,233.00	1,250.00	(2,983.00)	4,233.00	1,250.00	(2,983.00)	15,000.00
CONTINGENCY								
	CONTINGENCY	.00	.00	.00	.00	.00	.00	.00
RESERVES								
04900	RESERVES / CONTINGENCY	.00	833.33	833.33	.00	833.33	833.33	10,000.00
04910	GENERAL RESERVES ALLOC	.00	.00	.00	.00	.00	.00	275,000.00
	RESERVES	.00	833.33	833.33	.00	833.33	833.33	285,000.00
	TOTAL EXPENSES	46,271.60	73,989.99	27,718.39	46,271.60	73,989.99	27,718.39	1,238,482.00
	Current Year Net Income/(loss)	(45,984.69)	4,259.99	(50,244.68)	(45,984.69)	4,259.99	(50,244.68)	(24,482.00)

MARINER POINTE CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS

Revised Document

February 19, 2009

Every civilized community is benefited by having standards of conduct established to protect the rights of all individuals of the community and to assure that the basic right to the pursuit of happiness is not impaired. In our community of the condominium known as MARINER POINTE CONDOMINIUM, we shall call the standards **Rules and Regulations** for the use of units at Mariner Pointe Condominium. These **Rules and Regulations** are elaborated upon herein to let every unit owner know what is expected in relation to all other owners.

Your Board of Directors has endeavored to keep these **Rules and Regulations** simple for they actually convey little more than good common sense and courtesy toward your neighbor. They have been designed primarily to assure comfort, convenience, safety, privacy and general peace of mind associated with living at Mariner Pointe Condominium.

In some instances, especially in the area of rentals, some owners may think the rules are too limiting. Your Board of Directors, in an effort to make Mariner Pointe Condominium a highly desirable place in which to live, wants to see the complex treated as a private home for happy, congenial, responsible people, and to avoid the atmosphere of a motel. We think all will agree with this objective and while some may feel some restriction, most will recognize that the overall benefit will be for the common good.

Suggestions and complaints, except for emergencies requiring quick action, should be directed to Mariner Pointe Condominium Association, Inc., in writing and signed, mailed or given to the **Resident Manager**.

The Resident Manager is required to enforce the **Rules and Regulations** of Mariner Pointe Condominium with the cooperation and concurrence of the Board of Directors.

Each **owner** is responsible to ensure that all guests and renters of their unit **receive and abide** by these **Rules and Regulations**.

1. PARKING: Only private passenger vehicles may be parked on the premises and only in the areas provided for that purpose. There is ONE parking space designated for each condominium unit. Unit owners or renters who have more than one automobile on the premises shall park the second automobile in a parking space marked "guest". Space assignments may only be changed with the written consent of the holder provided that the Association shall have the absolute right to make assignments to accommodate the needs of handicapped persons, if necessary, to comply with laws concerning handicapped persons.

Assigned spaces shall pass with the title of the unit.

Keys shall be provided to the resident manager for any vehicles left on the premises when the vehicle owner is absent or not in residence. This is necessary to allow movement of a car to permit emergency access or conduct maintenance/repair activity. Service vehicles from off premises during normal

working hours who are conducting business on the premises will park in a parking space marked "guest" and not in a numbered spot.

Any automobile left for the summer from May 1 through October 31 is allowed an exterior car cover and is to be left in the owner's assigned parking space. From the period May 1 through October 31, if an owner has parked/stored his vehicle in an assigned parking space, any renters for his unit will park in a guest spot. The Association is not liable to third parties for damages due to the negligent act of others.

Motorcycles, mopeds, trucks (other than standard personal/non-commercial four-wheel pick-ups) and other non-private passenger vehicles, trailers, boat trailers or motor homes shall not be maintained or parked either in the automobile parking area or in the common area. Bicycles owned by condominium unit owners, renters or guests shall be parked only in the stands in the areas provided for that purpose. Boats and other water vessels shall not be maintained in the automobile parking area nor in the common area except in racks provided for dinghies or the "sunfish" type of boat behind the Resident Manager's residence and only with the Manager's approval.

2. USE OF RECREATIONAL FACILITIES: Use of the recreational facilities and of the general common elements will be in such a manner as to respect the rights of other unit owners, guests and renters. Use of particular recreational facilities; i.e., pools, tennis courts and shuffleboard courts, will be controlled by regulations to be issued from time to time and posted at those facilities, but in general such use will be prohibited between the hours of dusk and 8:00 a.m. A unit owner or renter must be in residence when their invited guests use the tennis courts, pools or fishing pier. Inflatable rafts and large inflated toys shall not be used in or around the swimming pools. Both pools close at dusk. **Children under 12 must be accompanied by an adult on the fishing pier, boat docks and at both pools. No pets are allowed on the fishing pier, boat docks, tennis courts or at both pools.**

3. ANTENNAS, WIRES OR OTHER DEVICES: No radio or television antenna or any wiring or device may be installed on the exterior of any building. No wiring or device or other material can be installed or affixed without review by and with prior written consent of the Board of Directors.

4. SIGNS, ADVERTISEMENTS & NOTICES: No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any unit owner on any part of the outside or inside of his unit or building without prior written consent of the Board of Directors.

5. OBSTRUCTIONS: The sidewalks, entrances, passages, stairways, and halls must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises. All stairways shall be used only for the purpose intended and shall not be used for hanging garments or other objects or for cleaning rugs or other household items. No wash lines of any kind will be allowed outside owners unit. No unit owner, guest, renter or contractor shall discard any items from the windows or porches of the premises, nor shall they place or permit to be placed foreign objects in the walkways, stairways and other common areas. To avoid accidental injury, placement of any unsecured object on railings is prohibited. No fire exits shall be obstructed in any manner. Flowers, plants, porch furniture, etc., that enhance building aesthetics or owner comfort are all subject to the Board's final and unilateral decision regarding removal of any item.

6. CAR WASHING: Car washing is only permitted in the designated area(s) identified by a hose bib at the roadway along the canal. **BOAT washing is not permitted on the property.**

7. NOISE: Loud conversation and excessive noise after 10:00 p.m. anywhere on the premises including the recreational facilities are prohibited. No owner, guest or renter may make or permit any disturbing noises to be made inside or outside the buildings or in any common areas.

8. DISPOSITION OF TRASH AND RECYCLING: Disposition of garbage and trash shall be only by use of garbage disposal units or by use of receptacles approved and provided by the Association or other modes of disposition as may be designated by the Association. All garbage shall be bagged and tied in plastic bags. All recycled materials shall be placed in the appropriate bins provided.

9. PETS: No pets nor other animals shall be allowed to be kept in the condominium units or common areas except for owner's dog (excluding Rottweilers and Pit Bulls and other aggressive breeds), cat or bird. A maximum of one (1) pet of gentle disposition, not to exceed 30 lbs., is permitted per unit. The owner's rights regarding pets existing at the time of the adoption of this rule shall be grandfathered. (The exception to these rights is the exclusion of Rottweilers, Pit Bulls and other aggressive breeds, which will apply to existing owners.) All pets must be kept on a leash or caged at all times when outside the unit. As per Sanibel City law, a leash should not exceed 8 feet in length. **RENTERS are NOT permitted to house pets.** If the Association has determined that any such pet has become a nuisance to other unit owners, guests or renters, the pet shall be removed from the premises and housed at owner's expense. Individuals, when walking pets, shall be responsible for any damage to plantings or lawns caused by the pets. **They shall immediately pick up any pet droppings by placing droppings in a plastic bag and disposing of bag in trash container.** Pets are not permitted on the fishing pier, in the pool enclosures, tennis courts, barbecue areas, shuffle board courts or on the boat dock. Pets are to be registered with the Association.

10. CHILDREN: There shall be no restriction as to the minimum age of children who may live in or visit the condominium. The activities and behavior of all children when upon the condominium property shall be regulated by an adult to assure the comfort and consideration of all. This shall include physical supervision where necessary. The Board of Directors or its designated representative shall at all times have the authority to reasonably require that the responsible adult supervisor of a child remove said child from any common area if the child's conduct is such that it is believed this action is necessary for the safety and/or comfort of all. **IN NO EVENT SHALL CHILDREN UNDER THE AGE OF 12 BE PERMITTED IN THE POOL ENCLOSURES, FISHING PIER, BOAT DOCK OR TENNIS COURTS UNLESS ACCOMPANIED BY AN ADULT.**

11. LEASING OR RENTING A UNIT: Leasing or renting of the unit by a unit owner shall be permitted and subject to the provisions of the Condominium Declaration, a copy of which is posted on the condominium bulletin board outside the Office. Owners will provide renters with a copy of these rules and regulations. It shall be the duty of the owner or rental agent to notify the Association by letter, telephone or fax of the arrival of a guest or renter, including name(s), permanent address, telephone number, duration of stay and such further information as may, from time to time be required. Failure to notify may result in the guest or renter being denied access to the unit and the use of recreational facilities and amenities. The Association or any unit owner may also bring an action for damages or an injunction against any tenant or other invitee occupying a unit for failure to comply with these Condominium Rules and Regulations. When a unit is leased, the tenant shall have all use rights in the Condominium Association property and those common elements available for use generally by unit owners unless otherwise stated in Condo Docs 10.2 and 10.8. However, during this period the unit owner shall not have such rights except as a guest. The minimum rental period is seven (7) days. Those owners not using a rental agent, but renting direct are required to follow the same procedures.

12. ACCESS: The Resident Manager will have access to all units for safety inspections once per month, except when the unit is occupied. The purpose of the inspection is to assure that all appliances are in safe condition, that the water is turned off, the hot water heater is turned off, and that the air conditioner is on (in summer), if the unit is unoccupied two weeks or more.

13. KEYS TO PREMISES: The Resident Manager will retain a pass key to all units and shall have access to the premises pursuant to Paragraph 9.13 of the condominium documents. Unit owners shall not alter any exterior door locks or install new locks without written consent of the Board of Directors.

14. ALTERATIONS: A unit owner may neither make nor cause to be made any structural addition or alteration to the unit nor to the common elements without the prior written approval of the Board of Directors. No unit owner shall make repairs, remodel or alter his unit in any way, in any manner, which will affect the appearance of the exterior of the building without the approval of the Board of Directors. All window curtains, blinds, shades or draperies used on windows and casings that are visible from the exterior of the premises shall be covered by white lining or shall be of a neutral color.

15. BOATS AND DOCKS: The use of the boat docking areas for parking and the maintenance of boats is restricted to owners of condominium units of Mariner Pointe Condominium Association, Inc., and shall not be used for any commercial purposes. Individual boat docking facilities shall be rented to owners or renters on terms and conditions established from time to time by the Condominium Association through the Boat Dock Committee. The Boat Dock Rules dated March 30, 2006, and subsequent revisions approved by the Board, are to be followed with regard to the boat dock facilities. (See a copy of the Boat Dock Rules, which is posted outside the MP Office.)

The boats tied up to the docking facilities are privately owned and are not to be boarded by anyone except with the express permission of the boat owner. Dock storage boxes, water hoses connected to the hose bibs and other related gear in the docking area are the private property of the boat owners leasing or renting the docking space. These properties are not to be moved or used by any other unit owners nor renters without the express permission of the owner of the equipment.

16. FISHING PIER: Use is restricted to owners, guests and renters. Children under 12 must be accompanied and supervised by an adult at all times. Owners, guests and renters are not required to have individual Florida fishing licenses while fishing from the pier. **FISHING ELSEWHERE ON THE PROPERTY REQUIRES AN INDIVIDUAL FLORIDA LICENSE.**

Fish cleaning tables are provided on the pier and at the western end of the boat dock. Use "tubes" to discard fish heads, etc. **FISH CLEANING ELSEWHERE IS PROHIBITED.**

Except for emergency conditions, the loading or off-loading of passengers or tying up to the fishing pier is prohibited. No charter or other commercial boats shall pick up or unload passengers anywhere on condominium property.

17. BICYCLES, SKATE BOARDS, ROLLER SKATES, ROLLER BLADES AND JET SKIS: Because of the danger of injury involved to bicycle riders and pedestrians, bicycles shall be ridden **ONLY** in the parking areas and driveways. Bicycle riding in all other areas is prohibited.

Skateboards are prohibited in ALL areas.

Roller skates and roller blades may be used **ONLY** on black top areas and **ONLY FOR ENTERING AND EXITING THE MARINER POINTE PROPERTY.**

No jet skis are permitted on premises or to be operated from the boat docks or the fishing pier.

18. FEEDING OF BIRDS: To help keep boats, automobiles and condominium unit windows free from droppings, the feeding of seagulls, pelicans and other birds from the stairways, boat docks, fishing pier, boardwalks and other common areas is prohibited.

19. GRILLS AND HAZARDOUS MATERIALS: No unit owner shall ignite nor permit to be ignited any fire charcoal cooker burner, wood burner or other similar device within the confines of his unit including open and closed porches or any common area, except in the propane gas grills provided by the condominium association. There will be no storing of dangerous materials (flammable, toxic, and explosive) in any unit.

20. SALE OF UNIT: No owner may sell, give or dispose of a unit or any interest in a unit without the written approval of the Association. The approval shall be a written instrument in recordable form which shall include without limitation, the nature of the transaction (sale, gift, etc.), the parties to the transaction (sellers, purchasers, etc.), price, the unit number, the name of the condominium and the Official Record Book, and page numbers in which this Declaration was originally recorded. For all unit transfers of title, the approval must be recorded in the Lee County Florida Public Records simultaneously with the deed and other instrument transferring title to the unit. Approvals of leases need not be recorded. Each unit owner by acceptance of the deed to a unit and by the terms of this declaration appoints the Association as the owner's agent to bring actions in the owner's name and at owners expense including injunction, damages, termination and eviction.

The approval procedure shall include the following:

Written Notice – Written notice shall be given the Association by the owner of his intention to sell, transfer in any fashion or encumber his interest. The notice shall include the name and address of the proposed acquirer or lender and a correct and complete copy of the proposed documents to be executed to effectuate the transaction. The Association may require such other and further information as it deems reasonably necessary and may impose a transfer fee not to exceed \$100 or as permitted by law. The Association shall not approve any sale, transfer or lease until such time as **ALL UNPAID ASSESSMENTS AND ALL COURT COSTS AND ATTORNEY'S FEES (if any) INCURRED BY THE ASSOCIATION AND DUE AND OWING FOR THE UNIT HAVE BEEN PAID.** Similarly, Association approval shall be withheld until all alterations to common elements used primarily by an individual unit owner (i.e., patios, ramps, etc.) are removed.

Sale – The Association must, within 15 days after receipt of all the information, required above, either approve the transaction, disapprove for cause or, except in the case of disapproval for cause, upon the written demand of the owner, furnish an alternate purchaser it approves or the Association may elect to purchase, and the owner must sell to such alternate or to the association upon the same terms set forth in the proposal given the Association or the owner may withdraw his proposed sale. The Association must act reasonably and in a fair and nondiscriminatory manner and withhold approval only for a reason rationally related to the protection, preservation and proper operation of the condominium. If the Association fails or refuses within the allotted time to notify the owner of either approval or disapproval in writing, or if it fails to provide an alternate purchaser or make an election to purchase the unit, then

the Association shall be presumed to have approved the transaction and provide a recordable certificate of approval.

The sale shall be closed within 60 days after an alternate purchaser has been furnished or the Association has elected to purchase.

The owner shall give notice to the Association of every Suit or other proceedings, which may affect the title to his unit; such notice is to be given immediately after the owner receives knowledge to this effect.

Any transaction, which is not approved, shall be void unless subsequently approved by the Association.

21. OWNER COMPLAINT: In the event of a complaint by an owner against the Association, the board of Directors or a member thereof, prior to the institution of any proceedings, the owner shall give written notice in detail of the complaint by Certified Mail to the Board of Directors. The Board shall give a substantive response to the complainant that a legal opinion has been requested, or notify the complainant that advice has been requested from the Bureau of Condominiums. The failure to act within 30 days and to notify the unit owner with 30 days after the action taken, precludes the Board from recovering attorney's fees and costs in any subsequent litigation, administrative proceedings, or arbitration arising out of the complaint. If unresolved, a dispute as defined in FS 718 1255 (1) must be arbitrated in mandatory non-binding arbitration proceedings prior to commencing litigation.

The failure of the Association or any owner to enforce any covenant, restriction or other provision of the condominium Documents shall not constitute a waiver of the right to do so thereafter as to subsequent or other instances.

22. EXCLUSIVE USE OF COMMON FACILITIES: The Association may lease to unit owners for appropriate temporary periods, those portions of the common elements rationally appropriate and desirable for exclusive use for private functions. However, neither owners nor renters have the right to use the common areas for the placement of lawn furniture, walking stones, river rocks and such that would suggest taking a larger common area for their personal use. This would include, but is not limited to, leaving such furniture in the common areas overnight.

Condominium living is unique. It is designed to create a lifestyle where joint ownership of property promotes the common welfare.

The benefits of condominium living are many. They include the sharing of maintenance expenses and responsibilities for quality buildings, grounds and recreation facilities. They promote a concept of community stability and security and provide an organization (your Board) with central responsibility for efficient operation of the property.

Along with the benefits of condominium living, there are also some compromises, which must be made. Each individual unit owner must give up a certain degree of freedom which otherwise might be enjoyed in a separate, single family home. The common elements of Mariner Pointe are not owned by any individual but are to be shared and enjoyed by all.

It is the Board's obligation to maintain the delicate balance between individual rights of unit owners and preserving the common scheme for the benefit of all owners. Your understanding and acceptance of this concept will greatly enhance the Board's ability to achieve this delicate balance.

Mariner Pointe, The Peninsula on the Bay

12/6/19

Residential Community Amenities:

Clubhouse

2 Heated Pools, one Bayside

2 Tennis Courts, one lined for Pickleball

2 Shuffle Board Courts

6 Grilling Areas with a total of 10 grills—8 gas and 2 electric

Fishing Pier, includes Annual Fishing License for owners and guests

1100 feet of Bayside Boardwalk with sitting benches

1100 feet of Canal Boat Dock, 30 slips with water and electric, direct Bay access and no bridges; long and short term slip rentals for owners and renters; maximum boat LOA 35 feet.

Kayak Launch Floating Dock; kayak storage for owners and renters, long and short term fees.

Assigned Parking Space, one per Unit

Bike Racks

One Pet per Owner Unit

Security System to be installed 2020

On Site Maintenance

Professionally Managed by Vesta Properties

Association Fees

Assessments 0

Maintenance Fees \$2,690.00 per qtr

Reserve Funding \$400.00 per qtr

Total Fees \$3090.00 per qtr

Mariner Point Condominium Association
100 Units - Quarterly (Not including Gatehouse Unit)
2020 ADOPTED BUDGET
FOR THE PERIOD: January 1, 2020 - December 31, 2020

2019 Budget	Acct #s	Acct Descriptions	2020 Budget	Description
Operating & Reserves				
970,000.00	3100	Maintenance Fee Assessment	1,092,000.10	
160,000.00	3101	Gen Reserve Assmt.	160,000.00	
13,000.00	3105	Boat Dock Rental (long term)	13,000.00	
5,000.00	3110	Boat Dock Rental (short term)	2,500.00	
1,000.00	3115	Kayak Docking	500.00	
-	3605	Recovery Legal Fees		
150.00	3610	Operating Interest Income		
-	3612	Reserve Interest Income		
500.00	3615	Late Fees		
260.00	3620	Other Income		
1,149,910.00	Total Operating & Reserves		1,268,000.10	

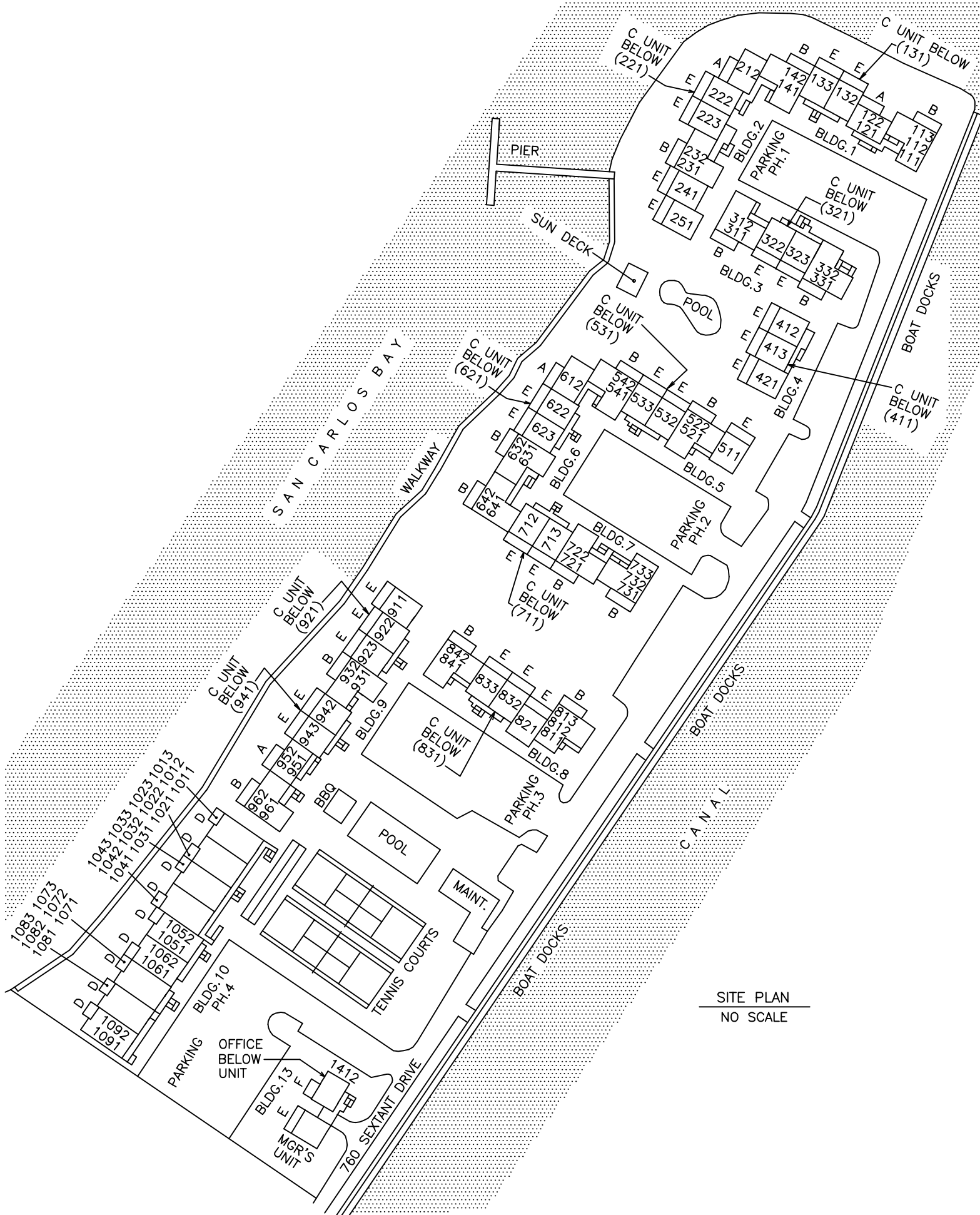
		Administrative	Proposed	
1,920.00	4010	Office Admin Phone	3,000.00	
3,850.00	4020	Audit, Tax Prep	4,000.00	
3,500.00	4025	Office Admin Cost/Print/Copy	3,500.00	
3,865.00	4100	Outside Professional Svcs	1,000.00	
500.00	4105	Travel Exp	500.00	
357,908.00	4305	Insurance - HL	318,326.40	Estimated 20% increase of \$265,272 HL Per Gino (\$357,908 2019 combined HL & Flood budget - \$92,636 Flood)
-	4310	Insurance - Flood	100,831.00	Actual 2020 Flood Insurance
10,000.00	4350	Legal	8,000.00	
1,065.00	4370	Fees/Licenses/Permits	1,065.00	
8,040.00	4400	Management Contract	19,300.00	Vesta management \$18K plus additional CAM time
3,050.00	4500	Misc. Admin	12,100.00	\$350 Website, \$150 printer ink and paper, Annual license laptop & cell phone software * \$60 malware bytes, * \$60 System Mechanic, * \$130 youmail voice mail transcription service, conference, * \$1,000 notes software \$350 wireless mics for Board meetings, \$10,000 security cameras with cloud or NVR storage
393,698.00			471,622.40	
		Building Maintenance		
9,750.00	5400	Building General Misc.	28,000.00	Account # 5400 was \$41000 --- 2020 expense items that meet requirements to move to reserves * \$3500 extend life of asphalt roof * \$3500 extend life of Rubber roof * \$3500 extend life of stairs decks rails * \$2500 extend life of vinyl siding Savings \$13,000 reduced \$41,000 to \$28,000
3,000.00	5405	Painting	-	Account # 5405 painting \$5000 --- 2020 expense met requirements to move to reserves. Savings \$5K
5,000.00	5410	Utility Electrical	3,000.00	Postpone \$18,000 to 2021
7,100.00	5415	Fire Safety	7,500.00	
54,000.00	5420	Utility Plumbing	18,000.00	Chases pushed from 2019 into 2020
8,000.00	5425	Safety Maintenance	8,000.00	
14,700.00	5430	Utilities A/C	14,700.00	
59,000.00	5435	Bldgs. - Special Projects	-	\$25,000 Small pool building removal postponed to 2021
-	5440	Emergency Repairs - Owners Unit	2,500.00	
160,550.00			81,700.00	
		Grounds		
10,701.00	6550	Fertilization, Pest Control	18,656.00	Pest & Fert control contract for fert, pest, rodent boxes, in Unit on demand, Arbor jet per year royal palms and foxtails and white fly root drench per year coconut and Cuban Laurels
23,200.00	6575	Irrigation	17,000.00	Irrigation, monthly maintenance, repairs and realignments for boat dockage & kayak area
45,600.00	6650	Grounds Contract	45,600.00	Flat from 2019 Budget
6,500.00	6655	Landscaping	15,000.00	Annual landscaping, removal & replacement of aged out vegetation and removal of invasive plus 6,500 for bayside quarterly hand pruning

Mariner Point Condominium Association
100 Units - Quarterly (Not including Gatehouse Unit)
2020 ADOPTED BUDGET
FOR THE PERIOD: January 1, 2020 - December 31, 2020

12,000.00	6665	Mulching	12,000.00	Mulching property, bay side shell mulch in 2020, (every other year to refresh shell mulching -- last bay side mulch in 2018) plus shell mulch for channel walkway.
10,000.00	6670	Sod	14,000.00	Pushed small pool area sod to 2020
5,000.00	6700	Tree Trimming	6,000.00	Palms (not self-trimming palms) and other trees
500.00	6725	Parking/Roads/Pavers	1,500.00	
500.00	6730	Fuel	500.00	
11,240.00	6750	Other Grounds Services	4,000.00	Outside Labor (to assist with on-site maintenance, as required)
2,000.00	6755	Grounds Supplies	2,000.00	Including rabbit fencing to protect new plantings
5,000.00	6760	Plantings	6,000.00	Plantings, including 4-5 new / replacement palms
84,940.00	6765	Grounds- Special Projects	2,500.00	Entrance sign, including landscaping
1,500.00	6775	Equipment Repairs	3,000.00	Including golf cart annual inspections & repairs and new battery's for electric cart
500.00	6780	New Equipment/Replacement	3,250.00	Including Sthil battery blower, bolt cutters
219,181.00			151,006.00	
	Payroll			
68,000.00	6900	Staff-Salary/Wages	56,160.00	Plan for \$20/per hour Jan 2020
	Piers / Amenities			
1,500.00	7200	Dock Expenses	36,940.00	\$6,500 Address erosion issue \$18,000 Probable cost for safety stairs to dockage \$2,500 Repairs Dock Pedestals \$940 New Life Rings \$9,000 Address gaps between seawall & dockage
3,500.00	7250	Fishing Pier	1,500.00	
	7205	Seawall panels	-	
	7210	Kayak Launch & Racks	7,700.00	Rework & add storage
	7215	Bicycle Racks	6,300.00	Bike racks
	7220	Tennis & Pickle Ball Courts	-	
	7225	Shuffleboard Courts	1,500.00	Core drill shuffleboard drains
	7230	Permits	512.00	Fishing Pier
	7235	Miscellaneous		
5,000.00			54,452.00	
	Pool / Grills			
375.00	7010	Pool Permits/Inspections	375.00	
4,000.00	7015	Pool Service & Supplies	8,306.00	
1,100.00	7050	Pool Repairs	1,700.00	
350.00	7055	BBQ Propane	500.00	
1,500.00	7060	BBQ Grills	750.00	
4,000.00	7065	Pool Propane	4,400.00	
-	7070	Miscellaneous	2,656.00	
11,325.00			18,687.00	
	Public Utilities			
8,696.00	8020	Electricity	8,956.88	
35,000.00	8025	Trash	36,050.00	
35,000.00	8100	Water	36,050.00	
76,134.00	8105	Sewer	78,418.02	
63,260.00	8130	Cable TV	65,157.80	
2,540.00	8150	Cell Phone & Beepers	2,640.00	
220,630.00			227,272.70	

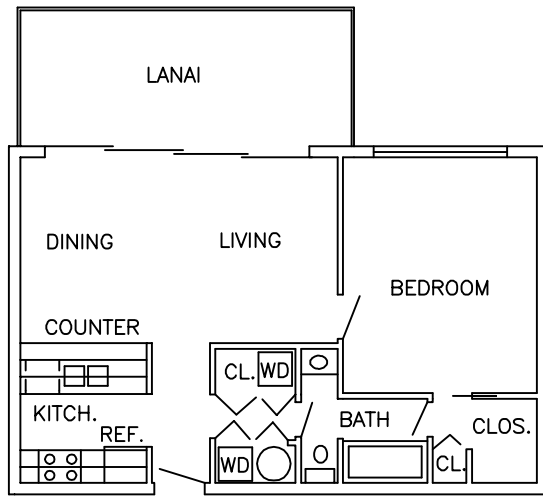
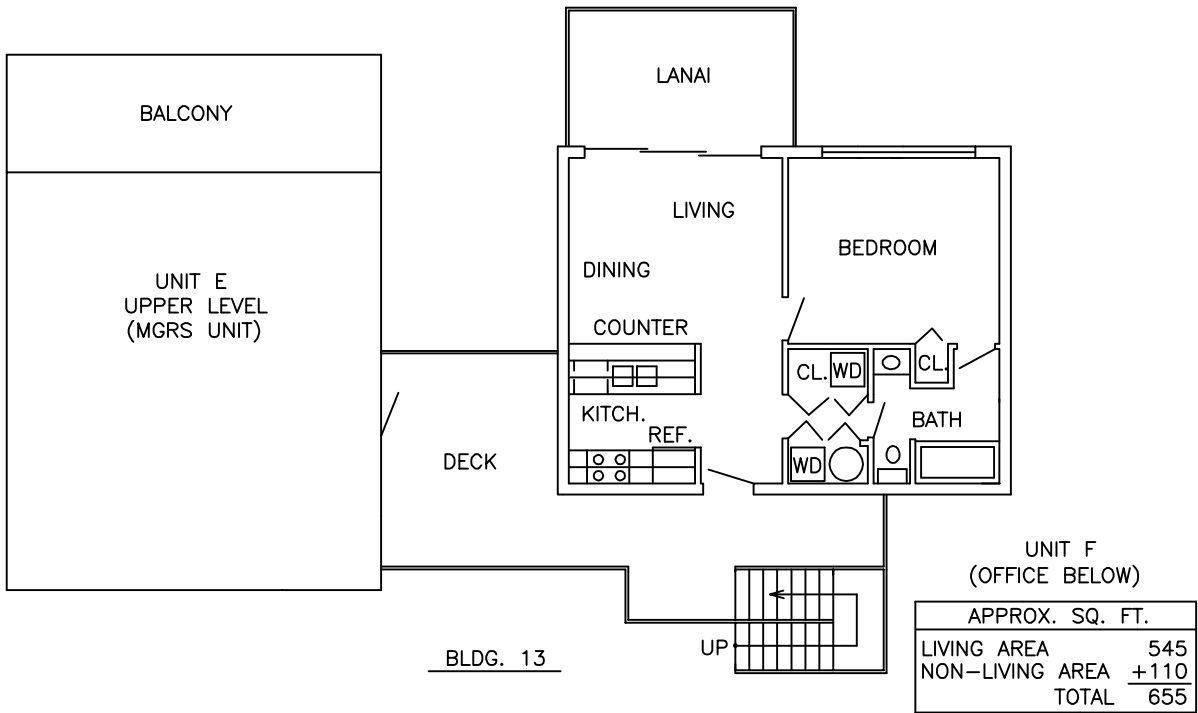
-	9025	Contingency	31,100.00	Includes \$2.75 per Unit per quarter to round fees to even number approved by Board
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1,078,384.00	TOTAL OPERATING EXPENSES	1,092,000.10	
160,000.00	RESERVES PER ATTACHED SCHEDULE	160,000.00	
1,238,384.00	TOTAL EXPENSE BUDGET	1,252,000.10	
19,000.00	ADDITIONAL REVENUE (DOCKS & KAYAKS LEASES)	16,000.00	
11,300.00	PER UNIT PER YEAR	12,360.00	
VARIABLE	PER UNIT PER QUARTER (NON-VARIABLE)	3,090.00	



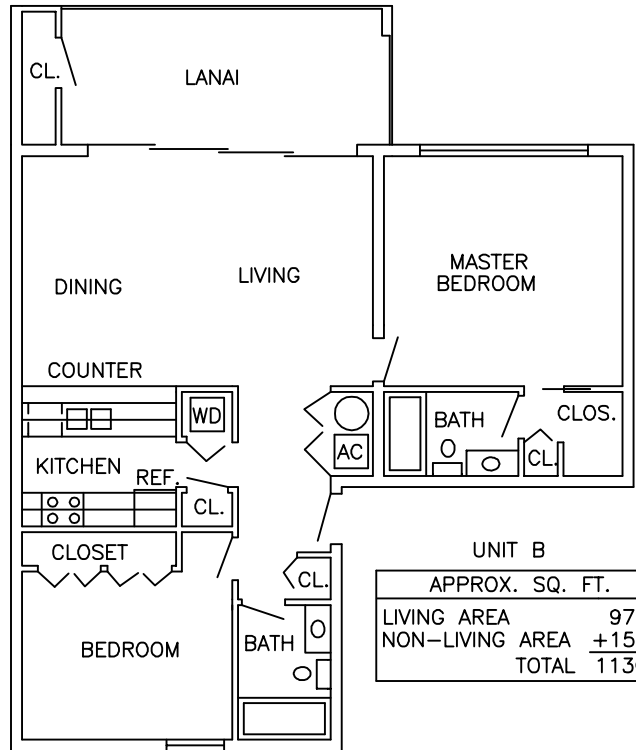
SITE PLAN
NO SCALE

(100 Units)
MARINER POINTE-065



UNIT A

APPROX. SQ. FT.	
LIVING AREA	620
NON-LIVING AREA	+155
TOTAL	775

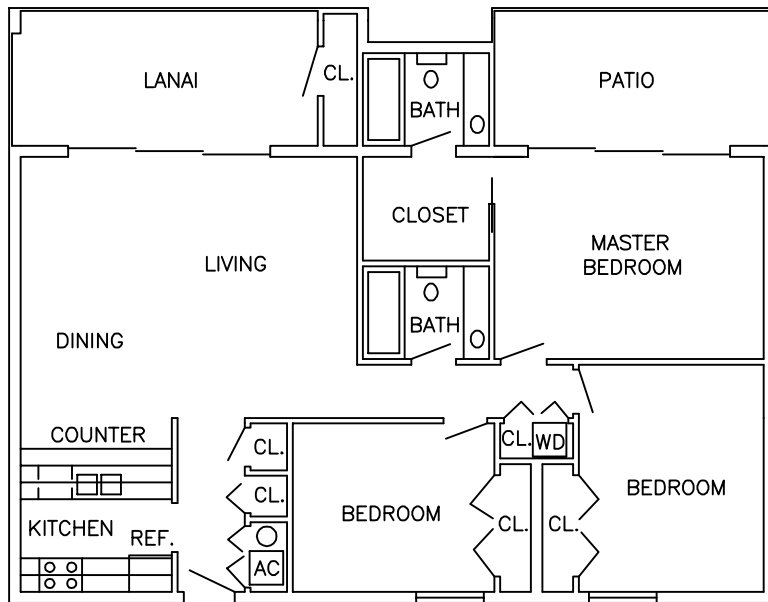


UNIT B

APPROX. SQ. FT.	
LIVING AREA	975
NON-LIVING AREA	+155
TOTAL	1130

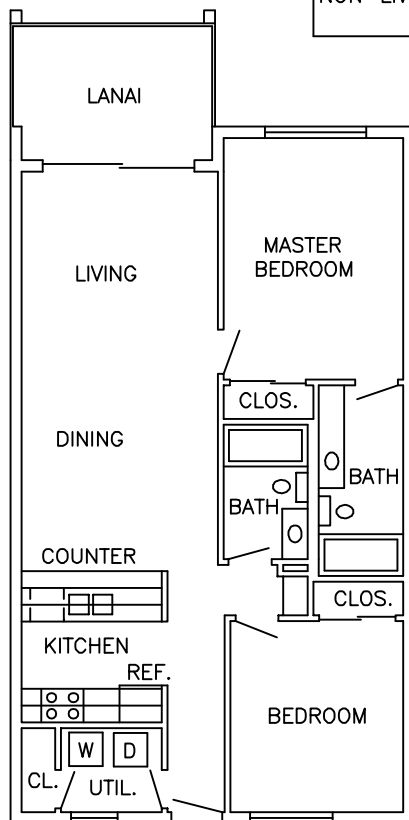
0' 3' 6' 12'

Approximate Scale: 1" = 12'



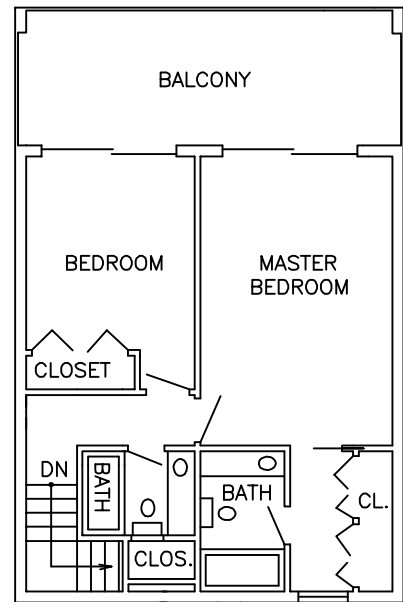
UNIT C

APPROX. SQ. FT.	
LIVING AREA	1200
NON-LIVING AREA	+155
TOTAL	1355

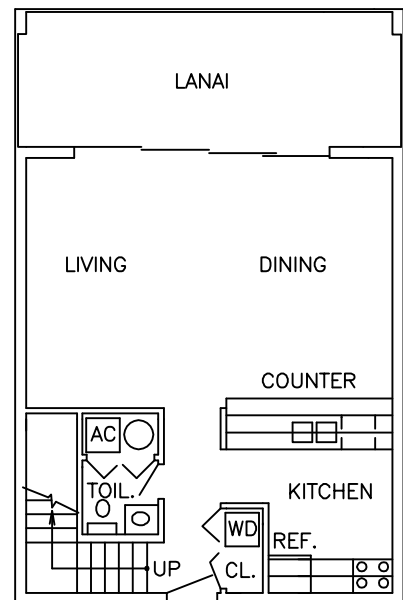


UNIT D

APPROX. SQ. FT.	
LIVING AREA	800
NON-LIVING AREA	+100
TOTAL	900

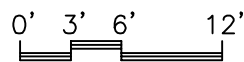


UNIT E
UPPER LEVEL



UNIT E
ENTRY LEVEL

APPROX. SQ. FT.	
LIVING AREA	1144
NON-LIVING AREA	+330
TOTAL	1474



Approximate Scale: 1" = 12'

Annual Boat Dockage Lease Agreement

2019 - 2020

This Lease is made this 1st day of October, 2019 between
Mariner Pointe Condominium Association, Inc. a not-for-profit corporation having its mailing address: 760
Sextant Drive, #1421, Sanibel, FL 33957(hereinafter referred to as the "Association"), and

_____ the owner(s) of Unit _____ at
Mariner Pointe, Sanibel, FL 33957 (hereinafter referred to as "Owner").

WITNESSETH:

The Association hereby leases to Owner, and the Owner agrees to accept from the Association, that certain
common element dock space or slip, identified as **Slip No.** _____, subject to the following terms and
conditions:

(Owner to Complete Following)

1. Ownership of Boat. The Owner represents that he is the Owner of the following described boat:

Name of Boat _____ Power _____ Sail _____ Year _____

Color _____

Boat Model _____ Length _____ Beam _____ Draft _____

Registration or Documentation No. _____ Mfg. Hull ID No. _____

Engine Make _____ Model _____ Horsepower _____

Home Port _____

Insurance Agent _____ Company _____

Insurance Co. Address & Telephone No. _____

Policy No. _____ Policy Type _____ Expiration Date _____

Limits _____

Names, addresses and phone numbers of other persons authorized to use or access

boat _____.

- 2. Term.** The term of this Agreement shall commence 10/1/2019 and shall continue in full force until
9/30/2020 unless terminated for cause by the Association. The terms of this Lease shall continue in force
and effect until title to the unit is transferred in any manner from Owner including, but not limited to
sales, gifts, exchanges, contracts for deed, and transfer occasioned by inheritance; upon such transfer
this lease terminates and all right and interest in the referenced dock slip provided in this Agreement
reverts to the Association. Additionally, Association may terminate this Lease at its option, upon any of
the following events:

- a. Delinquency in payment of unit common expense assessments by Owner for a period of sixty (60) days or more;
- b. Owner's right to dock terminates under the terms or conditions of the Association's Bylaws, Rules or Regulation, or the current Boat Dock Rules;
- c. Failure of Owner to satisfy the terms and conditions of the Lease;
- d. As otherwise provided in the Lease.

- 3. Responsibility of Owner.** Owner shall be responsible for maintaining his own boat slip and equipment (i.e., lines, whips, hoses, dock boxes, etc.) in good condition at his own expense; provided however that owner shall make no improvements, alterations or additions to the docks, piers or other structures without prior consent of the Association or its agent. The Owner shall maintain his boat in a seaworthy and presentable condition. If Owner fails to remove the boat from the premise after termination of this Lease, the Association may have the boat towed away and the Owner hereby agrees to pay or to reimburse the Association for all expenses incurred in towing and storage of the boat, and the costs involved in the removal of the boat. Owner shall exercise due care in the use of the dock facility and agrees to vacate the same in good condition, ordinary wear and tear excepted. Owner shall be responsible to make repairs or to reimburse the Association for the cost of repairing any damage done to the dock due to the negligence of the Owner or guests in the operation of said boat and the use of the boat dock. Owner shall be responsible for the costs, damages, or expenses caused by pollution from his vessel or his use of boat and harbor facility.
- 4. Liability For Damage; Insurance.** Owner shall at all times during the term of this Lease maintain liability insurance covering Owner and Association for any damage to the dock and harbor facility, other boats docked at the dock facility and personal injuries and property damages arising due to use of the boat and dock facilities by Owner or his guests, and shall provide the Association a certificate of insurance naming Mariner Pointe Condominium Association, Inc. as additional insured. The minimum liability coverage shall be \$500,000. The limits and coverage's provided by owner must be under terms and conditions acceptable to the Board of Directors in their sole discretion as amended from time to time.
- 5. Indemnification.** Owner hereby indemnifies and agrees to hold the Association, and its officers, agents, and employees, harmless against all claims, actions, proceedings, damages and liability, including reasonable attorney's fees, arising from or connected with Owner's possessions and use of the dock slip. Owner hereby agrees to assume all responsibility for the boat and to assert no claim of coverage under any insurance policy of the Association for claims arising out of such use. Association shall not be responsible for theft of the vessel or any personal property therein or a part thereof nor shall Association be responsible for any damage to the boat.
- 6. Rules and Regulations.** Owner agrees to abide by all of the Rules and Regulations and Boat Dock Rules promulgated at the time of the execution of the Lease by the Association. Owner acknowledges receipt of the Boat Dock Rules in effect at the time of execution of this License.
- 7. Acceptance of Premises.** Owner acknowledges that he is satisfied that said space is adequate for safe mooring of his vessel and accepts the said dock area in its present condition.
- 8. Gender.** Whenever referring to the Owner, the term "his" as used herein shall apply equally to the feminine gender and the singular shall apply to the plural.
- 9. Non-Assignability.** This Lease shall not be assigned by the Owner and shall not be considered as part of or appurtenant to any unit in Mariner Pointe Condominium.

10. Binding Effect. This Agreement shall be binding upon the Owner, his heirs, personal representatives, successors and assigns, and upon the Association and its successors and assigns.

11. Attorney's Fees. Should litigation arise out of the rights and responsibilities of the parties-under this Lease, Lessee shall pay all attorney's fees and expenses Lessor incurs in successfully enforcing any obligation of the Lessee hereunder, or in connection with any litigation or negotiations in which the Lessor shall, without its fault, become involved through or on account of this Lease.

12. Governing Law. This Agreement and all questions of interpretation, construction and enforcement hereof, and all controversies arising hereunder, shall be governed by the applicable statutory and common law of the State of Florida.

13. Severability. In the event any term or provision of this Agreement shall be held illegal, unenforceable or inoperative as a matter of law, and remaining terms and provisions of this Agreement shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect.

14. Entire Agreement; Modification. This Agreement sets forth the entire understanding of the parties hereto and supersedes any and all prior agreements made by the parties, both oral or written, concerning the subject matter hereof and no representation, promise, inducement or statement or intention regarding the subject or intention regarding the subject matter hereof has been made by any party which is not set forth in the Agreement This Agreement shall not be modified, altered or amended except by an instrument in writing signed or on behalf of the parties hereto.

15. Payment: This lease agreement is subject to payment of \$ _____.

Mariner Pointe Condominium Association, Inc.

By: _____

Printed Name _____

Title _____

Owner Signature:

Printed Name _____

Co-Owner Signature (if applicable)

Printed Name _____

MARINER POINTE CONDOMINIUM ASSOCIATION, INC.
BOAT DOCK RULES
April, 2006

1. GENERAL: The dockage facilities are located along the southern boundary of Mariner Pointe Condominium, contiguous with the Shell Harbor Canal Seawall, and extending from the west boundary of the Condominium property. The total length as measured along the southern extension of the mooring posts is approximately 1,040 feet. The dockage is contiguous to property, the ownership of which is prorated among all Condominium Association members, but is not a part of that property.

Mariner Pointe dockage is not a commercial marina and may not be used as such; e.g. a Lessee is not permitted to operate a boat repair or salvage business, or to rent or charter a boat to others from our dock. It is a convenience for our Condominium Association members, in residence, who have boats and is not intended for permanent storage. When condominium owners are absent, permanent storage should be arranged elsewhere.

2. DESCRIPTION: The dockage is constructed of pilings placed eight feet on center, in two rows, at the base of the seawall, and approximately six feet south of the seawall. Decking is attached to a foundation of stringer supports.

3. FACILITIES: The dockage includes 26 fresh water hose bibs located at 40 foot intervals at the northern edge of the seawall and 18 dual 110 volt waterproof electrical outlets with switches located strategically on outer pilings convenient to all slips.

4. LEASE AGREEMENT: Because there is not sufficient space available to provide every owner with a dock space, individual spaces are subject to a lease agreement and fee. The Lessor (Mariner Pointe Condominium Association, Inc.), via the Boat Dock Committee, leases a certain number of feet of dock space to the Lessee (individual condominium unit owner) at a per-foot cost per year. In other words, an individual Lessee pays all of the Association owners for the use, and occupies a specific boat dock space. Leases will be given only to those condominium unit owners in residence who hold single title, or joint title in the case of a family member, to a boat that is, or will be at Mariner Pointe. No unit owner may lease more than one boat dock space. If there are vacant dock spaces, exceptions to the preceding may be considered by the Boat Dock Committee.

5. DETERMINING LEASE SPACE: Each Lessee will be required to lease a space at least equal to the overall length of his boat, including bow extensions and aft platforms to the largest whole foot plus 2 ½ feet fore and aft. For example, a 27 foot boat would require a slip at least 32 feet in length. The maximum space available for lease shall be 40 feet, therefore the largest overall boat size shall not exceed 35 feet.

6. LEASE TERM: Each lease is to be written for a term of one year. The lease may be renewed for the following year on the annual anniversary, if the lease is approved and the lease fee is paid by September 15th preceding the next season. Dock space may be assigned in preferential manner based upon existing leases. Leases may be cancelled upon 30 days notice for non-compliance of the Boat Dock rules, should remedial actions not be effected immediately upon notice of same.

40206

7. FORFEIT OR NON-RENEWAL OF LEASE: Should any lease be forfeited due to lack of payment of fees, non-compliance with the boat dock rules, not renewed, or voluntarily declined, said space will be returned to the Boat Dock Committee for reallocation.

8. ASSIGNMENT: A dock lease may not be sublet by the lessee to any person or persons, firm, corporation, or other entity, or used for dock space for any boat other than the one assigned to it without written permission from the Boat Dock Committee.

9. LOCATION AND DEMARCATION: The number of the slip and parameters of each space will be marked physically on the dock. The marking will be accomplished and maintained only by the Boat Dock Committee. The lessee must position his boat within the assigned parameters.

10. RESERVATIONS: Reservations for boat dock space have been and will continue on a "first come, first serve" basis. Requests for dock space should be in writing and directed to the Boat Dock Committee in care of the Condominium Manager. Reservations requests are given preference based upon the date of receipt and unit purchase agreement date. Consideration may be given to requests based on size of dockage space required and space available.

11. WAITING LIST: The Boat Dock Committee will maintain a waiting list and make it available to all unit owners. The list will be in chronological order of receipt of completed applications and all required documents from owners who own a boat and are interested in dock space after all dockage has been let.

12. SECURING OF BOATS TO DOCK: All boats shall be tied in a seaman like manner to secure the boat, and not cause damage to the dock or other docked boats. Spring lines shall be used. The Boat Dock Committee will be available to help should there be questions on securing your boat.

13. IMPROVEMENTS: No lessee may make any improvements to any part of their leased boat dock area. Only the Boat Dock Committee can authorize dock improvements, including cleats, and the improvements must be considered for the entire dockage. Dock whips and boxes owned by the lessee are to be installed by our service personnel at the option of the lessee. While whips may be of different lengths and manufacture, dock boxes must be white, four feet in length, and fiberglass as manufactured by Better Way products of New Paris, Indiana. Lessees are not to personally install cleats or other items on the docks without specific approval from the Boat Dock Committee.

14. SAFETY: Each lessee shall keep his dock area safe and orderly and free of loose lines, or ends of lines, buckets, crab traps, deck chairs, etc. Remove these items when not in use.

15. LIVING ABOARD: Aside from occasional over-night use of boat for sleeping purposes, no living aboard will be allowed. No cooking or fires of any kind are permitted on boats or on the dock.

16. FISHING FROM DOCKS: Fishing over or between closely tied boats shall not be allowed. However, a boat owner or his guests may fish from their own boat. Bait buckets of boat owners only, are allowed to be tied to the boat dock between boats. Bucket lines shall be secured so that buckets will not come in contact with your neighbor's boat.

40206

17. FISH CLEANING: Fish cleaning tables are provided on the fishing pier in the Bay, and at the west end of the boat dock. There shall be no fish cleaning on the boat docks except at the fish cleaning table.

18. BIRD FEEDING: To help keep the boats free from bird droppings, the feeding of any birds is not allowed in the vicinity of the boat docks.

19. ANNUAL LEASE FEE SCHEDULE: Current fee schedules will be posted on the bulletin board adjacent to the office. Additionally, the Boat Dock Committee or Condominium Manager can advise you of the rates currently in effect. The current rates will also be shown on any lease you sign. Failure to pay the annual fee prior to September 15th will constitute breach of the Lease Agreement, and the space will be returned to the Boat Dock Committee for reallocation. Lessees requiring a substantial amount of electricity will be assessed a fee that may include the cost for installing separate electrical metering depending on specific requirements. The Boat Dock Committee will set these fees on an individual basis.

20. SHORT TERM RENTALS: Short term rentals are available to both owners and renters of units when holders of dock leases are not using their space. Rentals are arranged through the Boat Dock Committee or the Condominium Manager who will assign slips and collect fees. Payment is to be made in advance to the Mariner Pointe Boat Dock Committee.

21. SHORT TERM RENTAL RATES: The short term rental rates are posted on the bulletin board adjacent to the office.

22. LIABILITY INSURANCE: All owners of boats docked at Mariner Pointe must secure liability insurance with at least the following limits: Bodily Injury- \$100,000/\$300,000; Property Damage-\$100,000.

23. BOARDING PRIVATELY OWNED BOATS: The boats tied up to the docking facilities are privately owned and are not to be boarded by anyone else without the express permission of the boat owner, except in an emergency.

24. SECURITY ARRANGEMENTS: It is requested that no boats be docked year around at Mariner Pointe unless the owner is in residence at Mariner Pointe the year around. Boat owners absent from Mariner Pointe for thirty days or more must advise the Boat Dock Committee or Condominium Manager in writing of the person responsible for the boat during owners absence, by name, address, and telephone number. The responsible person must live within one hour of Sanibel and readily available as may be necessary.

25. CONDITIONS OF LEASE: The lease is offered including, but not limited to the following general conditions:

A. Provide proof of ownership.

B. Provide proof of required insurance.

C. Payment of the lease fee.

D. Adherence to current Mariner Pointe Boat Dock Rules.

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- E. All boats must be professionally manufactured and maintained in proper and aesthetically acceptable condition, as determined by the Board of Directors.
- F. If, in the determination of the Condominium Manager, and/or Boat Dock Committee, and/or Board of Directors, a boat is causing an unsafe or potentially unsafe condition and the boat owner does not immediately satisfactorily resolve the problem, the Condominium Manager, and/or Boat Dock Committee, and/or Board of Directors, is authorized to correct the problem and the boat owner will be liable for all resulting monetary costs that may be incurred as a result of this corrective action.
- G. Acceptance of liability for damage to the dock or another boat docked at Mariner Pointe.
- H. Hold harmless the Boat Dock Committee, Mariner Pointe Condominium Association, its employees and its management firm for all damages and liability resulting from the use of the assigned space.

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Mariner Pointe

Boat Dock Rate Schedule

A. Condominium owner annual dock fees:

1. First year of annual lease = \$35.00 per foot of assigned dock space.
2. Subsequent annual lease renewal = \$25.00 per foot of assigned dock space.

B. Condominium owner short term dock fees:

1. Weekly rentals \$4.00 per foot of assigned dock space. One week minimum.
2. Monthly rentals \$12.00 per foot of assigned dock space. One month minimum.

C. Individuals renting condominiums at Mariner Pointe:

- 1-4 weeks \$6.00 per foot of assigned dock space.
- 5-8 weeks \$5.00 per foot of assigned dock space.
- 9-12 weeks \$4.50 per foot of assigned dock space.
- 13-16 weeks \$4.00 per foot of assigned dock space.
- 17-20 weeks \$3.50 per foot of assigned dock space.
- 21+ weeks \$3.00 per foot of assigned dock space.

Prior to slip assignment, a fully complete application and slip fee is required. Also, Mariner Pointe Condominium Association, Inc. must be named additional insured on the boat owner's policy and Mariner Pointe must be provided with a certificate of insurance indicating same. Liability coverage minimum of \$500,000 is required.

MARINER POINTE CONDOMINIUM ASSOCIATION, INC.

SHORT-TERM BOAT DOCKAGE APPLICATION & LEASE AGREEMENT *Complete the following and enclose your current: (1) boat registration and (2) insurance certificate) and return to Mariner Pointe Boat Dock Committee, Mariner Pointe, 760 Sextant Drive Unit 1421, Sanibel, FL 33957. Complete every blank. If you do not wish to answer a question, please enter "NA" in the blank so we know you have not overlooked the question.*

Boat Owner to complete this page:

Date Today _____

Your Name _____ Unit _____ Tel No _____

Other Address & Tel No. _____

Email _____

The Applicant represents he or she is the Owner of the following described boat for which he or she is requesting temporary boat dockage:

1. Boat Name _____ Boat Registration or Documentation No. _____

State _____ Mfg. Hull ID No. _____ Power _____ Sail _____ Color _____

2. Boat Length _____ Bow Pulpit Ext _____

Outboard Ext _____ Swim Platform Ext _____ Actual Length Overall Length of Boat _____

Boat Mfr _____ Model _____ Year _____ Motor? OB I/O IB

Engine(s) Make _____ Engine Model _____ Horsepower _____

3. Boat Insurer & Tel. _____ Policy No _____

Policy Type _____ Expiration Date _____

Liability Limits: (\$500,000 minimum) _____

4. When will you be in residence at Mariner Pointe? _____

When will your boat be docked at Mariner Pointe? _____

Where will it be when it is not at Mariner Pointe?

5. Others who will be authorized to operate your boat while docked at Mariner Pointe? (Name & Tel Nos.)

6. Name(s) & tel. of others to be contacted in the event of a problem and we are unable to contact you?

7. Have you read, understand, and agree to comply with the current Mariner Pointe Boat Dock Rules? _____

Your Signature _____

Date _____

*The remainder of this page is intentionally
left blank.*

WITNESSETH:

1. The Association hereby leases to Owner, and the Owner agrees to accept from the Association, that certain common element dock space or slip, identified as Slip No. _____ for the exclusive use of the boat described on the preceding page subject to the following terms and conditions:

2. **Term.** The term of this Agreement shall commence _____ and shall continue in full force until _____ unless terminated for cause by the Association. The terms of this Lease shall continue in force and effect until title to the unit is transferred in any manner from Owner including, but not limited to sales, gifts, exchanges, contracts for deed, and transfer occasioned by inheritance; upon such transfer this lease terminates and all right and interest in the referenced dock slip provided in this Agreement reverts to the Association. Additionally, Association may terminate this Lease at its option, upon any of the following events:

- a. Delinquency in payment of unit common expense assessments by Owner for a period of sixty (60) days or more;
- b. Owner's right to dock terminates under the terms or conditions of the Association's Bylaws, Rules or Regulations, or the current Boat Dock Rules;
- c. Failure of Owner to satisfy the terms and conditions of the Lease;
- d. As otherwise provided in the Lease.

3. **Responsibility of Owner.** Owner shall be solely responsible for maintaining his own boat mooring and tie-up facilities (i.e., whips, pilings, cleats, lines, etc.) at his own expense in a seaworthy condition; provided however that owner shall make no other improvements, alterations or additions of the docks, piers or other structures, including the above, without prior consent of the Association or its agent. The Owner shall maintain his boat in a seaworthy and presentable condition. If Owner fails to remove the boat from the premise after termination of this Lease, the Association may have the boat towed away and the Owner hereby agrees to pay or to reimburse the Association for all expenses incurred in towing and storage of the boat, and the costs involved in the removal of the boat. Owner shall exercise due care in the use of the dock facility and agrees to vacate the same in good condition, ordinary wear and tear excepted. Owner shall be responsible to make repairs or to reimburse the Association for the cost of repairing any damage done to the dock due to the negligence of the Owner or guests in the operation of said boat and the use of the boat dock. Owner shall be responsible for the costs, damages, or expenses caused by pollution from his vessel or his use of boat and harbor facility.

4. **Liability for Damage; Insurance.** Owner shall at all times during the term of this Lease maintain liability insurance covering Owner and Association for any damage to the dock and harbor facility, other boats docked at the dock facility and personal injuries and property damages arising due to use of the boat and dock facilities by Owner or his guests and **shall provide the Association a certificate of insurance naming Mariner Pointe Condominium Association, Inc. as additional insured. The minimum liability coverage shall be \$500,000.** The limits and coverages provided by owner must be under terms and conditions acceptable to the Board of Directors in their sole discretion as amended from time to time.

5. **Indemnification.** Owner hereby indemnifies and agrees to hold harmless the Association, its officers, agents and employees against all claims, actions, proceedings, damages and liability, including reasonable attorney's fees, arising from or connected with Owner's possessions and use of the dock slip. Owner hereby agrees to assume all responsibility for the boat and to assert no claim of coverage under any insurance policy of the Association for claims arising out of such use. Association shall not be responsible for theft of the vessel or any personal property therein or a part thereof nor shall Association be responsible for any damage to the boat.

6. Rules and Regulations. Owner agrees to abide by all the Rules and Regulations and Boat Dock Rules promulgated at the time of the execution of the Lease by the Association. Owner acknowledges receipt of the Boat Dock Rules in effect at the time of execution of this Agreement.

7. Acceptance of Premises. Owner acknowledges that he is satisfied that said space is adequate for safe mooring of his vessel and accepts the said dock area in its present condition.

8. Gender. Whenever referring to the Owner, the term "his" as used herein shall apply equally to the feminine gender and the singular shall apply to the plural.

9. Non-Assignability. This Lease shall not be assigned by the Owner and shall not be considered as part of or appurtenant to any unit in **Marnier Pointe Condominium.**

10. Binding Effect. This Agreement shall be binding upon the Owner, his heirs, personal representatives, successors and assigns, and upon the Association and its successors and assigns.

11. Attorney's Fees. Should litigation arise out of the rights and responsibilities of the parties under this Lease, Lessee shall pay all attorney's fees and expenses Lessor incurs in successfully enforcing any obligation of the Lessee hereunder, or in connection with any litigation or negotiations in which the Lessor shall, without its fault, become involved through or on account of this Lease.

12. Governing Law. This Agreement and all questions of interpretation, construction and enforcement hereof, and all controversies arising hereunder, shall be governed by the applicable statutory and common law of the State of Florida.

13. Severability. In the event any term or provision of this Agreement shall be held illegal, unenforceable or inoperative as a matter of law, and remaining terms and provisions of this Agreement shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect.

14. Entire Agreement. This Agreement sets forth the entire understanding of the parties hereto and supersedes any and all prior agreements made by the parties, both oral or written, concerning the subject matter hereof and no representation, promise, inducement or statement or intention regarding the subject or intention regarding the subject matter hereof has been made by any party which is not set forth in the Agreement. This Agreement shall not be modified, altered or amended except by an instrument in writing signed or on behalf of the parties hereto.

15. Payment. This lease agreement is subject to payment of \$_____.

Mariner Pointe Condominium Association, Inc.

Owner Signature:

By _____

Printed Name _____

Printed Name _____

Title _____

MARINER POINTE CONDOMINIUM ASSOCIATION, INC.

SMALL VESSEL APPLICATION & LEASE AGREEMENT *Complete the following and return to Mariner Pointe Boat Dock Committee, Mariner Pointe 760 Sextant Drive Unit 1421, Sanibel, FL 33957. Complete every blank.*

Boat Owner to complete this page:

Date Today _____

Your Name _____ Unit _____ Tel No _____

Another Address & Tel No. _____

Email _____

The Applicant represents he or she is the Owner of the following described vessel for which he or she is requesting vessel storage Space:

1. Vessel Type _____ Mfg. Serial No. _____

2. Vessel Length _____

Vessel brand _____ Model _____

3. When will you be in residence at Mariner Pointe? _____

When will your vessel be stored at Mariner Pointe? _____

4. Name and phone number of the rental company providing the vessel.

5. Name(s) & tel. of others to be contacted in the event of a problem and we are unable to contact you?

6. Vessel must be launched and taken out of the water at Vessel Launch. The only exception is if an Owner leases a boat slip, Vessel can be accessed from the leased boat slip. Vessel cannot be left unattended on the Vessel Launch and can only be stored in the assigned rack Space.

WTTNESSETH:

1. The Association hereby agrees to lease to Owner, and the Owner agrees to accept from the Association, that certain common element, identified as Space No. _____ for the exclusive use of the vessel described on the preceding page subject to the following terms and conditions:

2. **Term.** The term of this Agreement shall commence _____ and shall continue in full force until _____ unless terminated for cause by the Association. The terms of this Lease shall continue in force and effect until title to the unit is transferred in any manner from Owner including, but not limited to sales, gifts, exchanges, contracts for deed, and transfer occasioned by inheritance; upon such transfer this lease terminates and all right and interest in the referenced dock slip provided in this Agreement reverts to the Association. Additionally, Association may terminate this Lease at its option, upon any of the following events:

- a. Delinquency in payment of unit common expense assessments by Owner for a period of sixty (60) days or more;
- b. Owner's right to Space terminates under the terms or conditions of the Association's Bylaws, Rules or Regulations, or the current Boat Dock Rules;
- c. Failure of Owner to satisfy the terms and conditions of the Lease;
- d. As otherwise provided in the Lease.

3. **Responsibility of Owner.** Owner shall be solely responsible for maintaining his vessel security at his own expense; provided however that owner shall make no other improvements, alterations or additions of the Space, docks, piers or other structures, including the above, without prior consent of the Association or its agent. The Owner shall maintain his vessel in a seaworthy and presentable condition. If Owner fails to remove the vessel from the premise after termination of this Lease, the Association may have the vessel towed away and the Owner hereby agrees to pay or to reimburse the Association for all expenses incurred in towing and storage of the vessel, and the costs involved in the removal of the vessel. Owner shall exercise due care in the use of the Space and dock facility and agrees to vacate the same in good condition, ordinary wear and tear excepted. Owner shall be responsible to make repairs or to reimburse the Association for the cost of repairing any damage done to the leased Space due to the negligence of the Owner or guests in the operation of said vessel and the use of the Association's facilities.

4. **Indemnification.** Owner and his guests hereby agree to assume all responsibility for insurance respecting the vessel and to assert no claim for bodily injury or property damage against Association or its agents for claims arising out of such use. Association shall not be responsible for theft, disappearance or physical damage or loss of the vessel, or any personal property therein or a part thereof nor shall Association be responsible for any damage to the vessel. To the extent not covered by insurance, Owner and his guests hereby indemnifies and agrees to hold the Association, and its officers, agents, and employees, harmless against all claims, actions, proceedings, damages and liability, including reasonable attorney's fees, arising from or connected with Owner's possessions and use of the Space and/or facilities.

5. Rules and Regulations. Owner agrees to abide by all the Rules and Regulations and Boat Dock Rules promulgated at the time of the execution of the Lease by the Association. Owner acknowledges receipt of the Boat Dock Rules in effect at the time of execution of this License.

6. Acceptance of Premises. Owner acknowledges that he is satisfied that said space is adequate for safe launching of his vessel and accepts the Association leased Space and dock area in its present condition.

7. Gender. Whenever referring to the Owner, the term "his" as used herein shall apply equally to the feminine gender and the singular shall apply to the plural.

8. Non-Assignability. This Lease shall not be assigned by the Owner and shall not be considered as part of or appurtenant to any unit in Mariner Pointe Condominium.

10. Binding Effect. This Agreement shall be binding upon the Owner, his guests, personal representatives, successors and assigns, and upon the Association and its successors and assigns.

11. Attorney's Fees. Should litigation arise out of the rights and responsibilities of the parties under this Lease, Lessee shall pay all attorney's fees and expenses Lessor incurs in successfully enforcing any obligation of the Lessee hereunder, or in connection with any litigation or negotiations in which the Lessor shall, without its fault, become involved through or on account of this Lease.

12. Governing Law. This Agreement and all questions of interpretation, construction and enforcement hereof, and all controversies arising hereunder, shall be governed by the applicable statutory and common law of the State of Florida.

13. Severability. In the event any term or provision of this Agreement shall be held illegal, unenforceable or inoperative as a matter of law, and remaining terms and provisions of this Agreement shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect.

14. Entire Agreement; Modification. This Agreement sets forth the entire understanding of the parties hereto and supersedes any and all prior agreements made by the parties, both oral or written, concerning the subject matter hereof and no representation, promise, inducement or statement or intention regarding the subject or intention regarding the subject matter hereof has been made by any party which is not set forth in the Agreement. This Agreement shall not be modified, altered or amended except by an instrument in writing signed or on behalf of the parties hereto.

15. Payment. This Lease Agreement is subject to payment of \$_____.

Mariner Pointe Condominium Association, Inc.

Owner Signature:

By _____

Printed Name _____

Printed Name _____

Title _____