

Marina Bay Association, Inc.

APPLICATION TO SELL OR LEASE A UNIT

This application has been designed with a view to maintaining the Association's fine reputation and integrity. Owners are reminded that a minimum stay of 30 days is required for all lessees. Owner may not lease or loan unit more than one (1) time per year. This application for lease must include a check, made payable to the Marina Bay Condominium Association, for a security deposit of one month's rental fee, which will be refunded after the lease is terminated. The Association reserves the right to deduct from this security deposit any expenses incurred by the Association to the common property as a result of this lease. A non-refundable fee of \$50.00 fee made payable to Marina Bay Association must accompany this application.

Check one: Purchase Closing Date _____ **OR Lease (minimum 30 days): From** _____ **to** _____

I hereby make application for residence in Unit # _____, **owned by** _____
according to the attached agreement (attach lease or contract for sale).

Name of Applicant (1): _____

Driver's License #: _____ State _____ Tag #: _____

Permanent Address: _____

Telephone : _____ Email : _____

Occupation: _____ Name of Company: _____

Name of Applicant (2): _____

Driver's License #: _____ State _____ Tag #: _____

Permanent Address: _____

Telephone : _____ Email : _____

Occupation: _____ Name of Company: _____

EMERGENCY CONTACT NAME : _____ **Phone :** _____

Bank Reference: _____ **Address:** _____

PERSONAL REFERENCES (other than relatives)

Name: _____ Address: _____ Phone: _____

Name: _____ Address: _____ Phone: _____

PERSONS WHO WILL OCCUPY UNIT (list age if under 18)

Name 1: _____ Name 2: _____ Name 3: _____

REAL ESTATE AGENT

Name: _____ Address: _____ Phone: _____

The undersigned hereby grants permission to the Board of Directors of the Association or their delegates to contact any or all of the above references with the understanding that all information will be held in strict confidence. I HEREBY AGREE THAT IF THIS APPLICATION IS APPROVED THAT I AND ALL PERSONS OCCUPYING THIS UNIT WILL CAREFULLY COMPLY WITH THE RULES AND REGULATIONS OF THE ASSOCIATION. Any violation thereof may result in the termination of occupancy at the option of the Board of Directors. I understand that action will be taken on this application and will be notified of the results within 14 days of receipt. The use of each condominium unit shall be limited to single family residential usage. For resale's, one (1) small pet is allowed with prior Board approval. **Sorry, NO PETS ALLOWED FOR LESSEES.**
Under penalty of perjury the undersigned certifies that the foregoing information is true and correct.

Applicant Signature: _____ Date: _____

Applicant Signature: _____ Date: _____

Marina Bay Association, Inc.

I, _____, the owner of unit # _____, have agreed to the sale__ or Lease__ of my unit to _____ effective from or for the period _____, 20____ to _____ 20____, according to the attached agreement.

Owner Signature: _____ Date: _____

As a condition of approval of the above application, I/We:

1. Appoint the Association as my/our lawful agent and attorney in fact for the purpose of enforcing the Rules and Regulations of the Association including but not limited to the bringing of any action to evict or prosecute the occupant for any violation of the Rules and Regulations of the Association, warranties or representations contained in this application or violation of any attached written rental agreement.
2. Agree that the Association shall have the right, but not duty, to take any action to enforce the obligations specified in the preceding paragraph 1.
3. Release the Association from any liability for its action or inaction regarding the exercise or failure to exercise authority under the preceding paragraph 1.
4. Hereby indemnify and hold harmless the Association from any liability, claims, damages including costs, attorney fees for trail or causes of action to occupancy, or any guest or invitee of occupant or any other third party occupying the unit with owner's consent.
5. Agree that no power given by the undersigned or the approval of the foregoing application shall relieve the undersigned owner of any obligation under the Declaration of Condominium and Rules and Regulations of the Association and agree to accept full responsibility for applicant's performance of all provisions of the Declaration of Condominium and Rules and Regulations of the Association.

Unit Owner Signature: _____ Date: _____

Unit Owner Signature: _____ Date: _____

ACTION TAKEN BY DIRECTORS

Approved: _____ Disapproved: _____ Reason: _____

Authorized Signature of Association: _____

****THIS PAGE REQUIRES CURRENT OWNER SIGNATURE(S)****

Marina Bay Association, Inc.

PHOTO REQUEST

Dear future owner(s):

The Social Committee of the Marina Bay Association requests that you provide a photo of the new owner(s) with this application to be used to introduce you to the community in the Associations newsletter.

Thank you for your cooperation in this matter.

Progressive Community Management, Inc.

Please complete and return to:

The Marina Bay Association Inc.

c/o Progressive Community Management Inc.

3701 South Osprey Avenue

Sarasota, FL 34239

Marina Bay Association, Inc.

CERTIFICATE OF PROPERTY OWNER

The undersigned, as the fee simple owner(s) of Unit _____ of Marina Bay, a Condominium, as per the Declaration of Condominium thereof, recorded in Official Records Book 2250, page 1181, et seq., as amended, of the Public Records of Sarasota County, Florida, do hereby acknowledge their consent and approval of the Marina Bay Association, Inc. to sign, as their agent, any and all required applications or documents required by the Town of Longboat Key, on behalf of the property owners, in connection with reconstruction or repair of the condominium after casualty.

The representatives of Marina Bay Association, Inc., its Board of Directors, officers and agents, are hereby authorized, individually or jointly, to take any and all other action in connection with obtaining building permits as they may be required by the Town of Longboat Key.

In witness whereof, the undersigned has/have hereunto set his/her/their hand(s) and seal(s) this _____ day of _____, 20____.

PURCHASER : _____

PURCHASER : _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ and _____, who is/are personally known to me or has/have produced _____ as identification. If no type of identification is indicated, the above-named person(s) is/are personally known to me.

Notary Public _____

Printed Name _____

State of _____

My Commission Expires _____

****THIS PAGE REQUIRES PURCHASER SIGNATURE(S)****

Marina Bay Association, Inc.

RELEASE

THIS RELEASE executed on this _____ day of _____, 20____,
by _____, herein referred to as "Releasor."

WHEREAS, Marina Bay Association, Inc., a non-profit Florida corporation (herein "Marina Bay") is willing to permit the use of certain of its premises for exercise, weight-lifting and related activities (herein Exercise Activities');

WHEREAS, Marina Bay wishes to make clear that anyone participating in such Exercise Activities does so at his or her own risk and that Marina Bay shall not be held responsible in this regard;

NOW, THEREFORE, in consideration of being permitted to participate in Exercise Activities, Releasor hereby releases, waives, and forever discharges Marina Bay, its employees, officers, directors, members, agents, insurers, and assigns (herein "Releasees") from all liability to the Releasor, Releasor's spouse, legal representatives, heirs, devisees, and assigns, for any and all loss or damage, and any claim or damages resulting therefrom on account of injury to Releasor, Releasor's person or property, even injury resulting in death, whether caused by the negligence of Releasees or otherwise while the Releasor is participating in Exercise Activities.

Releasor hereby assumes full responsibility for the risk of bodily injury, death, or property damage due to the negligence of Releasee or otherwise while in or upon the property of Marina Bay while participating in Exercise Activities and agrees to indemnify and hold Releasee harmless from such claims and damages.

IN WITNESS WHEREOF, this Release was executed on the day and year first above written.

PURCHASER : _____

WITNESS: _____

Print Name: _____

PURCHASER : _____

WITNESS: _____

Print Name: _____

****THIS PAGE REQUIRES PURCHASER SIGNATURE(S)****

Marina Bay Association, Inc.

• 2410, 2450, 2550 Harbourside Drive
Longboat Key Fl. 34228

Managed by Progressive Community Management Inc.

• 3701 South Osprey Avenue
Sarasota, Florida 34239

OWNER INFORMATION

Unit No: _____ Address _____

Owner (1) Name: _____ Owner (2) Name: _____

Phone No: _____ Alternate No: _____

Email Address: _____

Yes, I would like to receive updates regarding our Association via email.

No, I would NOT like to receive updates regarding our Association via email.

Emergency Contact Name(s): _____

Emergency Contact phone & email: _____

TENANT INFORMATION:

Do you occupy your unit? Yes No

If not, then is your unit: Rented Vacant

IF RENTED, PLEASE PROVIDE:

Tenant Name(s): _____, _____, _____

Tenant Phone: _____ Tenant Email: _____

I hereby authorize Progressive Community Management, Inc. to electronically transmit statutorily permitted notices, if applicable by the Declaration of Condominium, Bylaws or Articles of Incorporation.

Yes No

Member Directory: Section 718.111(12)(C)3.E, Florida Statutes, allows the Association to print and distribute an owner directory containing name, property address, and all telephone numbers of the owners unless the owner chooses to exclude the telephone numbers in writing to the Association. If your association generates a Community Directory, please indicate below if you would like your contact information published including your email address.

Yes No

Comments or Additional Information:

Information Provided by:

Signature of Owner

Date _____

Printed Name

Marina Bay Association, Inc.

VOTING CERTIFICATE

The undersigned states that he/she/they is/are the owner(s) of the parcel of real property, shown below, in Marina Bay Association, Inc. and hereby designates and appoints _____ as the voting Representative of the undersigned pursuant to the Bylaws of the _____ Association, Inc.

The aforementioned voting representative is empowered to act as set forth above until such time as the undersigned revises or revokes the authority set forth herein.

Owner Signature: _____ Date: _____

Owner Signature: _____ Date: _____

Lot/Unit #: _____ Property Address: _____

****Please submit completed application, copies of drivers license, copy of sale/lease contract and check for fee payment to address below:**

The Marina Bay Association Inc.
c/o Progressive Community Management Inc.
3701 South Osprey Avenue
Sarasota, Florida 34239