

MARSALA AT TIBURON HOMEOWNER'S ASSOCIATION, INC.

LEASE FORM ADDENDUM

This Lease Form Addendum is made and entered into this ____ day of _____, 20__ by and between _____, Lessor and _____ Lessee. The Lessor is the owner of property located at _____ Marsala Way, Naples, FL 34109 and the parties have entered into a Lease Agreement pertaining to the property, a copy of which is submitted and attached to this Addendum.

Whereas the Declaration of Neighborhood Covenants, Conditions and Restrictions For Marsala at Tiburon (hereinafter the Declaration) provides that if all assessments are paid up to date, an owner may rent or lease a residential unit in accordance with the terms of the form of lease approved by the Association and subject to the terms of the Marsala at Tiburon Declaration and Governing Documents;

The Lessor and Lessee do hereby covenant and agree to the following terms and conditions established by the Association and agree to abide by the terms and conditions set out herein during the term of the Lease:

First, no lease or rental of a residential unit in Marsala at Tiburon may be for a period of less than 30 consecutive days, and no more than 3 leases in any 12 month period shall be permitted. The Lessor and Lessee state that the term of the Lease is:_____. The dates of the Lease are from _____ to _____.

Second, the Lessor and Lessee are subject to and required to comply with the terms of the Declaration and all Governing Documents of the Association. The parties acknowledge that the Declaration and Governing Documents are posted on the Marsala at Tiburon website, that they have reviewed their obligations as set out in the Declaration and they agree to abide by all provisions of the Declaration. In particular, the Lessor acknowledges and agrees that the obligation of the Owner to properly maintain the residential structure and landscaping remains in full force and effect during the Lease term.

Third, sub-leasing of the Lessor's interest is subject to the same limitations as are applicable to leasing. In the event of sub-leasing, the Lessor and Lessee agree to notify the Association's management company prior to the sub-Lessee taking occupancy. The Sub-Lessee shall enter into the Association's Lease Form Addendum prior to taking occupancy.

Fourth, only the entire residential unit may be leased or rented, no individual rooms may be rented and no transient tenants may be accommodated. No residential unit shall be occupied, operated, used or sold on a "time-share", fractional ownership, interval ownership or vacation club destination basis or pursuant to any other revolving ownership scheme or plan.

Fifth, in the event an Owner is in default in payment of Assessments for Common Expenses or any other monetary amounts owed to the Association, the Association shall have the authority to collect rents directly from the Owner's tenant. Upon demand by the Association the tenant shall pay said rent to the Association. Such rental payments shall be collected in accordance with the procedures established by the Board of Directors and applied in accordance with this Declaration until all past due amounts are paid in full. In the event such tenant fails to remit said rents directly to the Association within seven (7) days (but no later than the day the next rental payment is due) from the day the Association notified such tenant in writing that the rents must be remitted directly to the Association, the Association shall have the right to terminate the lease and evict the tenant. For the purpose of such eviction, the Association shall be deemed to be an agent of the Owner. The authority granted in this Section is in addition to any authority granted by law.

Sixth, the Association's policy for transponders and Envera form are posted on the HOA website. A Lessee renting for twelve (12) months will be allowed two (2) transponders upon the same terms and conditions as owners, including but not limited to submission of the Envera form. For security reasons, a Lessee renting for a period less than twelve (12) months will not be allowed a transponder. Those short-term Lessees will need to register with the management company, submit the Envera form required for gate access and then will be issued

a temporary PIN number for admittance at the kiosk. The temporary PIN number will be based on the dates of the short-term lease.

1. Current owner (Lessor): _____

2. Name of tenant (Lessee): _____

3. Dates of Lease: From: _____ To: _____

4. Current/permanent address: _____

5. Telephone: _____ E-mail: _____

6. Business/Profession: _____

7. Name of Company or Firm: _____

Address: _____

Position: _____

8. Name, relationship and age of all other persons who will be occupying the unit regularly: (Please note that Homeowner documents require that all units are for single- family residents only)

| Name | Relationship | Date of Birth |
|-------|--------------|---------------|
| _____ | | |
| _____ | | |
| _____ | | |

9. Motor Vehicles

| Make and Model | Year | State | License Tag No. |
|----------------|------|-------|-----------------|
| _____ | | | |
| _____ | | | |

10. Person to be notified in case of emergency:

Name: _____

Address: _____

Phone: _____

We covenant and agree that all information contained in and submitted with this Lease Form Addendum is true and correct and agree to the terms set forth herein:

Lessor: _____

Date: _____

Lessor: _____

Date: _____

Lessee: _____

Date: _____

Lessee: _____

Date: _____

Mail to: Dorrill Management Group 5672 Strand Court, Suite 1, Naples, FL 34110