

Myerlee Circle Condominium Association

6945 Dog Leg Way Fort Myers, FL 33919

Welcome to Myerlee Circle!

This packet of information is for you to peruse and reference. We ask that you

1. complete the Electronic Voting Form and bring it with them to the interview (or return it electronically, and
2. print the remaining packet and bring it with you to your interview with the Board prior to your closing.

Documents included:

- Electronic Voting Form
- Frequently Asked Questions
- Brown & Brown Certificates of Insurance
- Brown & Brown Owner v Association Responsibilities
- 2026 Annual Budget
- Late Payment Charges
- Recycling in Lee County
- Dumpster Use
- Power and Water Control Fact Sheet
- Maintenance and Grounds Request Form
- Remodeling Information
- Condominium Vendor Requirements Addendum to Contract.pdf
- Contractor List
- Clubhouse Rental
- Hurricane Shutter Specifications
- Entryway Screening
- Satellite Television Dishes
- Motorized Garage Screening
- Guidelines for Plantings Around Your Home
- Golf Cart Release, Waiver, and Indemnification
- Application to Lease
- Hurricane Preparedness
- Meetings and Activities in Myerlee Circle
- Emergency Pandemic Plan

CONSENT TO ELECTRONIC VOTING AND/OR CONSENT TO RECEIVE ELECTRONIC NOTICE OF MEETINGS

The undersigned, being all the Owners, or an eligible voter, for Unit No./Address _____, at **Myerlee Circle, a Condominium**, pursuant to Florida Statutes, hereby consent(s) in writing to:

(Please place a check mark or x in the box or boxes below for which you are giving consent. You may consent to electronic voting, receiving electronic notice or both).

1. **ELECTRONIC VOTING.** By signing this consent form (or consenting to electronic voting by e-mail sent to the Association), I/we consent to voting electronically at meetings and elections for **Myerlee Circle Condominium Association, Inc.** to the fullest extent permitted by law, pursuant to the provisions of the Board's Resolution authorizing electronic voting ("Resolution"), and release and waive any claim against the Association pertaining to such voting, including, but not limited to, the transmission or placement of "viruses," "malware," "spyware," "cookies," and the like and any claim or challenge to such voting, including, but not limited to, situations where a Unit Owner vote was not received or counted by the Association due to no fault of the Board or management.

I/We designate the following e-mail address for electronic voting purposes, which e-mail address and other information (including personal identifying information) may be released to a third party that provides electronic voting services or other third parties to the extent and as may be reasonably necessary to enable the use of electronic voting processes:

(PRINT NEATLY) e-mail address _____.

In the absence of the Board of Directors announcing a different deadline for consenting to electronic voting, the undersigned understands and agrees that in order to be valid, this consent form must be signed and on file with the Association at least **ten (10) days** prior to the meeting or election in which the Unit Owner wishes to vote by electronic means. To ensure that you are properly registered with the online voting system, it is highly encouraged that you register the account well in advance of the first meeting where you will be using electronic voting. The Board shall have the authority to set cutoff times for registering with the electronic voting system and for electronic voting in connection with the notice of any meeting where electronic voting will be used. In the absence of the Board of Directors announcing a different cutoff time/date for registering and voting, the Unit Owners must register with the electronic voting system and cast any electronic votes no later than the start time of the meeting, or the start time of the reconvening of an adjourned meeting, at which time the ability to vote electronically shall be deemed closed for that meeting or election.

I/We further understand and agree that, in order to use a different e-mail address for casting votes electronically, I/we must notify the Association in writing of the change of e-mail address no later than **ten (10) days** prior to the meeting or election in which the Unit Owner wishes to vote by electronic means. If I/we do not provide timely written notice of this change of e-mail address to the Association as provided herein, I/we further understand and agree that I/we may not be able to vote electronically until the next membership meeting and/or election.

2. **ELECTRONIC NOTICE.** I/we consent to receiving notice by electronic transmission for meetings of the Board, Committees, and Annual and Special Meetings of the Members of **Myerlee Circle Condominium Association, Inc.** I/We designate the following e-mail address for electronic notice purposes:

(You may write "same as above" or provide a different e-mail address for electronic notice purposes) _____.

The undersigned understands that mailed/paper notice may not be provided to the Unit Owners unless the Unit Owners have rescinded their consent to receive electronic notice of meetings. **The undersigned also understands that if I/we have consented to receive electronic notice and have consented to vote electronically, we may not be provided with the election ballot and envelopes for voting in the election of Directors, as the Association will expect that my/our votes will be cast electronically.**

Please be aware that if you consent to receive electronic notice of meetings, your e-mail address designated for that purpose will be an official record of the Association.

All Owners of the Unit or Eligible Voter Please Print Name, Affix Date and Sign Below:

By: _____

By: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Myerlee Circle Condominium Association

6945 Dog Leg Way
Fort Myers, FL 33919

Frequently Asked Questions and Their Answers

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

A: An association member is entitled to one vote for each unit owned. Unit owners are entitled to vote for the election of Directors, the level of reserve funding, waiver of certain financial reporting requirements, and amendments to the Declaration of Condominium, Articles of Incorporation and Bylaws of the Association. Owners are entitled to vote in person, electronically or by limited proxy. The election of Directors is conducted at the annual meeting through a balloting procedure.

Q: What restrictions exist in the condominium documents on my right to use my unit?

A: Article 14 of the Second Amended and Restated Declaration of Condominium, contains restrictions regarding occupancy, pets, signs, residential use and nuisances. The foregoing is only a listing of some of these restrictions. Additional restrictions may be found in Article 14 of the Second Amended and Restated Declaration of Condominium. All prospective buyers are urged to review the Condominium Documents carefully.

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

A: Entire units may be leased as set forth in Article 16 of the Second Amended and Restated Declaration of Condominium. No unit may be leased more than (2) two times in any calendar year, with the minimum lease term being (180) one hundred eighty days. No lease may be for a period of more than (1) one year. No unit may lease any portion of their unit i.e. extra bedroom/bath or garage, etc. at any time.

Q: How much are my assessments to the condominium association for my unit? When are they due? When are they considered past due?

A: The present condominium association fee is _____. The payment is due the 1st of every month. Payment is considered past due after the 10th of the month. Late fees of \$25 will be charged on late payments, and interest will be charged at the end of the month for unpaid association fees.

Q: Do I have to be a member in any other association, i.e. a Master association?

A: No

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

A: No, but discuss Clubhouse rental.

Q: Is Myerlee Circle Condominium Association involved in any cases in which it may face liability in excess of \$100,000? If so, identify each case.

A: No

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

Myerlee Circle Condominium Association

6945 Dog Leg Way Fort Myers FL 33919

Certificates of Insurance

Brown & Brown Insurance is the insurance carrier for Myerlee Circle Condominium Association.

Owners are able to obtain their certificates of insurance immediately by visiting www.eoidirect.com.

EOI Direct provides round-the-clock, online access to insurance information for lenders, mortgage brokers, closing agents, realtors and homeowners in need of a certificate of insurance or summary of a master policy for community associations insured through our agency.

To request a certificate of insurance or to view the policy coverage listed on a particular certificate, please visit www.eoidirect.com.

If you are a first-time user, follow the links to register and write down your User ID and Password so you can log in to your account when prompted.

Association name as listed in EOI Direct : Myerlee Circle Condominium Association, Inc.

Once you have logged on to your account, click on "Evidence of Insurance" to search and access the association policy information you are seeking and when given the option select that you are requesting a "Renewal Certificate" as this is free of charge.

EOI Direct's customer service department is available from 9AM to 8PM (EST) Monday through Friday to provide additional assistance.

Those without internet access may also contact the help desk at **(877) 456-EOID [3643]** to order their certificate over the phone with a representative.

Unit Owner vs. Association

WHO IS RESPONSIBLE FOR A LOSS?

When living in an association, it is crucial to know and understand who is responsible for what insurance coverages. Below is a diagram that demonstrates responsibilities of the unit owner and the association. This diagram should not be solely relied upon without also reviewing your state's condominium statutes as well as your specific condominium's insurance documents.



Association (1-11)

1. Roofs: Covering/Insulation/Trusses
2. Water Pipes/Fire Sprinklers
3. Walls - Perimeter/Load Bearing/Common
4. Balcony/Porches/Stairs
5. Unfinished Drywall
6. Electrical Wiring in Building
7. Exterior Windows Flush to Exterior Walls
8. Furthermost Sliding Glass Doors
9. Furthermost Exterior Doors
10. A/C & Heating Units / Bare Cement Floor

Unit Owner (A-K)

- A. Interior Doors/Walls/Build Outs
- B. Kitchen Appliances
- C. Counter Tops/Cabinets
- D. Light Fixtures
- E. Water Heaters/Filters
- F. Window Treatments/Hardware
- G. Bathtub/Shower/Toilet
- H. Flooring
- I. Sinks
- J. Electric Outlets/Fixtures
- K. Washer/Dryer

**MYERLEE CIRCLE CONDOMINIUM ASSOCIATION
2026 FINAL OPERATING BUDGET**

		<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
INCOME		\$552	\$618	\$618	\$ 634.00
3010	MONTHLY ASSESSMENTS	\$662,400	\$741,600	\$734,184	\$ 760,800
	BAD DEBT				\$0
3012	TRANSFER FEES	\$600	\$1,650	\$2,000	\$500
3060	LATE FEES	\$100	\$200	\$1,000	\$200
3030	CLUBHOUSE RENTAL/OTHER INCOME	\$0	\$0	\$0	\$0
3120	INTEREST INCOME - OPERATING	\$30	\$20	\$1,000	\$0
3121	INTEREST INCOME - RESERVE	\$6,750	\$400	\$9,000	\$12,000
TOTAL INCOME		<u>\$669,880</u>	<u>\$743,870</u>	<u>\$747,184</u>	<u>\$773,500</u>
OPERATING EXPENSES-GEN & ADMIN					
4001	DIVISION FEES - CORP	\$400	\$400	\$400	\$425
4005	ADD: AUDIT				\$6,025
	ADD: APPRAISAL				\$445
4015	OFFICE EXPENSE & BANK FEES	\$3,350	\$3,400	\$4,500	\$2,800
4006	LEGAL FEES	\$5,189	\$4,735	\$4,000	\$2,500
4060	ACCOUNTING FEES-MGMT COMPANY	\$11,400	\$11,400	\$20,400	\$20,500
4089	COMCAST INTERNET	\$1,500	\$1,500	\$1,800	\$840
4007	TRAVEL EXPENSE	\$650	\$650	\$500	\$0
4009	WEBSITE HOSTING	\$100	\$100	\$100	\$35
4016	CONTINGENCY EXPENSE	\$5,700	\$4,670	\$10,000	\$5,000
TOTAL GENERAL & ADMINISTRATIVE		<u>\$28,289</u>	<u>\$26,855</u>	<u>\$41,700</u>	<u>\$38,570</u>
COMMON AREA					
4210	MAINTENANCE SUPERINTENDENT	\$38,684	\$29,503	\$20,000	\$18,500
0	STREET LIGHTS	\$1,410	\$2,500	\$2,500	electric
4240	MATERIALS & SUPPLIES	\$2,000	\$1,000	\$1,000	\$1,000
4242	IRRIGATION REPAIRS & REPLACEMENT	\$3,000	\$1,500	\$5,000	\$8,500
	BACKFLOW REPAIRS & REPLACEMENT	\$3,000	\$1,500	\$500	reserve
4215	PAYROLL TAXES	\$3,000	\$2,257	\$1,500	\$1,800
4251	EQUIP. MAINTENANCE PURCHASE & REPAIR	\$1,000	\$500	\$500	\$1,643
4252	IRRIGATION SERVICE	\$1,000	\$600	\$5,000	\$4,800
TOTAL COMMON AREA		<u>\$53,094</u>	<u>\$39,360</u>	<u>\$36,000</u>	<u>\$36,243</u>
LAWN EXPENSE					
4305	CUTTING & TRIMMING GRASS/BUSHES	\$51,735	\$53,287	\$70,000	\$74,160
	INCLUDES FERTILIZER/WEED & PEST CONTROL	\$17,900	\$18,437		above
4324	IRRIGATION RE-USED WATER	\$9,000	\$5,000	\$8,500	\$6,268
4390	SHRUB & TREE REPLACEMENT	\$5,000	\$0	\$10,578	\$15,000
	CONSIDER PLANTS AROUND WATER TANK				
TOTAL LAWN EXPENSE		<u>\$83,935</u>	<u>\$76,724</u>	<u>\$89,078</u>	<u>\$95,428</u>
CLUBHOUSE					
4400	CLEANING SERVICES	\$400	\$400	\$800	\$2,775
4401	REPAIR & REPLACEMENT	\$1,500	\$1,500	\$1,500	\$1,153
4402	SUPPLIES	\$300	\$400	\$400	\$450
TOTAL CLUB HOUSE		<u>\$2,200</u>	<u>\$2,300</u>	<u>\$2,700</u>	<u>\$4,378</u>
POOL MAINTENANCE					
4505	CLEANING & CHEMICALS	\$3,000	\$4,000	\$6,500	\$6,000
4506	REPAIR & REPLACEMENT	\$1,000	\$855	\$900	\$1,900
4511	POOL PERMIT	\$100	\$100	\$100	\$160
	ADD: POOL CHAIRS				\$1,200
TOTAL POOL MAINTENANCE		<u>\$4,100</u>	<u>\$4,955</u>	<u>\$7,500</u>	<u>\$9,260</u>
UNIT MAINTENANCE					
4550	EXTERIOR REPAIR	\$16,220	\$14,637	\$17,255	\$16,788

MYERLEE CIRCLE CONDOMINIUM ASSOCIATION
2026 FINAL OPERATING BUDGET (page 2)

TOTAL UNIT MAINTENANCE	<u>\$16,220</u>	<u>\$14,637</u>	<u>\$17,255</u>	<u>\$16,788</u>
UNIT SERVICES				
4560 TRASH REMOVAL	\$5,575	\$5,575	\$9,200	\$9,600
4561 FIRE EXTINGUISHER MAINTENANCE	\$678	\$400	\$450	\$1,650
4562 PEST CONTROL UNITS	\$3,000	\$3,100	\$3,500	\$2,600
TOTAL UNIT SERVICES	<u>\$9,253</u>	<u>\$9,075</u>	<u>\$13,150</u>	<u>\$13,850</u>
INSURANCE				
4091 INSURANCE LEGAL D&O CYBER CRIME GL		\$21,892	\$22,000	\$22,440
4090 INSURANCE PROPERTY	\$123,019	\$179,322	\$136,000	\$120,000
4097 INSURANCE WORKMEN'S COMP	\$1,500	\$1,500	\$1,500	\$550
4093 INSURANCE FLOOD	\$139,228	\$161,803	\$185,500	\$202,343
TOTAL INSURANCE	<u>\$263,747</u>	<u>\$364,517</u>	<u>\$345,000</u>	<u>\$345,333</u>
UTILITIES				
4601 ELECTRICTIY	\$8,470	\$9,553	\$11,000	\$14,800
4610 WATER & SEWER	\$55,000	\$56,659	\$64,000	\$73,054
TOTAL UTILITIES	<u>\$63,470</u>	<u>\$66,212</u>	<u>\$75,000</u>	<u>\$87,854</u>
TOTAL OPERATING EXPENSES	<u>\$524,308</u>	<u>\$604,635</u>	<u>\$623,819</u>	<u>\$647,704</u>
STATUTORY RESERVE EXPENSE				
4901 RESERVE PAINTING/SEALING	\$22,800	\$25,000	\$13,258	\$13,258
4905 RESERVE POOL	\$1,042	\$1,320	\$4,500	\$4,500
4906 RESERVE IRRIGATION ZONE REPLACEMENT INCLUDES TANK,PUMP, FILTER	\$20,193	\$5,400	\$3,125	\$3,125
4912 RESERVE STREET PAVING	\$6,300	\$6,925	\$1,628	\$3,333
4910 RESERVE ROOF REPLACEMENT	\$66,000	\$71,558	\$92,290	\$92,290
4914 RESERVE SIDEWALKS & DRIVEWAYS ADD: RESERVE CLUBHOUSE REPAIRS/REPLACEMENT ADD: RESERVE BACKFLOW REPLACEMENT	\$22,487	\$24,336	\$5,000	\$5,000
4927 RESERVE INTEREST	\$6,750	\$400		\$0
TOTAL RESERVE EXPENSE	<u>\$145,572</u>	<u>\$139,235</u>	<u>\$119,801</u>	<u>\$125,796</u>
TOTAL BUDGETED EXPENSE	<u>\$669,880</u>	<u>\$743,870</u>	<u>\$743,620</u>	<u>\$773,500</u>
TOTAL	<u>\$669,880</u>	<u>\$743,870</u>	<u>\$743,620</u>	

ACCEPTED BY

Noreen Bailey
Noreen Bailey, Treasurer

11/24/2025

Date

Myerlee Circle Condominium Association

6945 Dog Leg Way Fort Myers FL 33919

Late Payment Charges

Excerpt from 2nd Amended and Restated Bylaws

8.9 Collection – Interest; Administrative Late Fee; Application of Payments.

Assessments or Charges paid on or before ten days after the date due shall not bear interest, but all sums not paid on or before ten (10) days shall bear interest at the highest rate permitted by law from the date due until paid. In addition to such interest the Association may charge an administrative late fee in an amount not to exceed the greater of \$25 or 5% of each installment of the Assessment for which payment is received more than ten (10) days after the date due, or the maximum late fee permissible by law. The Association may also accelerate all Assessments or Charges which are accrued, but not yet due, in the manner provided by law. All payments on account shall be first applied to interest, then the late fee, then to any costs and collection expenses and reasonable attorney's fees incurred, and then to the Assessment payment first due.

Except as otherwise provided in the Florida Condominium Act (2010), no lien may be filed by the Association against a Condominium Unit until thirty (30) days after the date on which a notice of intent to file a lien has been delivered to the Owner pursuant to Section 718.121(4), Florida Statutes (2010), as amended from time to time.

Recycling in Lee County

Please rinse all containers and remove all lids prior to recycling.

Glass: soda, beer, liquor and wine bottles, jelly, salsa and mayo jars. Any other clear, brown, or green glass bottles and jars

Aluminum: soda and beer cans; clean aluminum foil and foil pans

Metal: soup, fruit juice, pet food, tuna and vegetable cans; empty aerosol containers

Plastic: plastic containers marked        unless otherwise listed as unrecyclable; other items include water bottles, milk jugs, detergent, soda, and shampoo bottles, butter or whipped topping tubs

Paper: newspapers, magazines, brown, white, or colored paper bags, phone books, junk mail, catalogs, office/computer paper; corrugated boxes and other boxes such as cereal, gift, shoe, rice, pasta, etc. **All boxes must be flattened so recycling bins are used efficiently.**

Place items for recycling curbside on Thursdays prior to 8:30 am. You may also take them to the recycling bins at the west end of Myerlee Country Club Blvd.

Not recyclable in Lee County

Glass: Medicine bottles, dishes, drinking glasses, windows, mirrors, cookware

Aluminum: pots, pans, cooking utensils, door screens, lawn furniture

Metal: tools, car parts, license plates, knives, forks, spoons

Plastic: plastic grocery bags, pool chemical bottles, motor oil/antifreeze containers, household chemical containers, flower pots, egg cartons, polystyrene trays, styrofoam, newspaper sleeves

Paper: no paper packaging with a wax layer, such as juice boxes

Place non-recyclable items in a **BLACK** trash bag and put out on the curb for pickup on Mondays and Thursday before 8:30 am. You may also take it to the dumpster at the west end of Myerlee Country Club Blvd.

Myerlee Circle Condominium Association

6945 Dog Leg Way Fort Myers FL 33919

Dumpster Use for Renovating or Moving

When remodeling, renovating, or replacing appliances, it is the responsibility of the unit owner to instruct the contractor(s) to remove all debris from the job site. The community's dumpster is NOT to be used by contractors for dumping construction debris.

The association asks that when owners receive new items for their units, such as a mattress, refrigerator, freezer, furniture, hot water heater, or other large items, they request the retailer to remove old items. If the retailer does not offer removal of these articles, the association has a list of local companies that may provide removal of large items for no or low fee at the homeowner's expense. Please ONLY use our dumpster area IF you have exhausted all other possibilities. If it is necessary to put large items at the dumpster, you MUST contact the maintenance staff and schedule large items to be put in the dumpster area. Homeowner is responsible for getting the item(s) to the dumpster area. Maintenance will contact Waste Management for bulk item pickup.

ALL BOXES must be completely broken down by the owner prior to placing them by the dumpster for recycling pickup.

Myerlee Circle Condominium Association

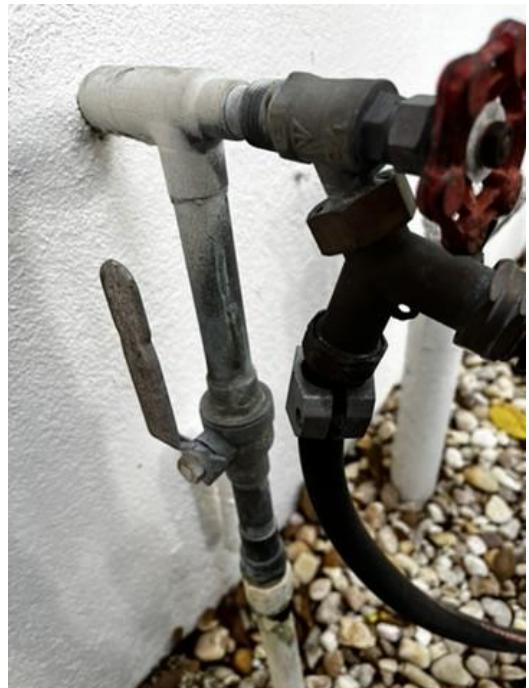
Water and Power Fact Sheet

Individual Unit Power & Water Controls

Power and Water controls must be turned off in cases of weather emergencies. Water controls must be turned off when occupants will be absent from the unit for more than 48 hours.

Please take note of the controls pictured. These are power and water controls that should be turned off in case of an emergency.

Exterior Master Water Valve Open



Exterior Master Breaker Boxes



Interior Master and AC/Heat Breaker Boxes



In an effort to communicate effectively with all Myerlee Circle owners, the board will email all owners who have submitted their email address(es) regarding issues such as unexpected water interruptions.

Myerlee Circle Condominium Association

Maintenance and Grounds Request Form

Form must be completed legibly.

Date: _____

Owner/Occupant Name: _____

Unit Address: _____ Phone: _____

Fort Myers, FL 33919

Describe Maintenance/Repair Request:

Describe Grounds Request:

Owner/Occupant Signature: _____

Office Notes:

Date Completed: _____

Action Taken: _____

When is a Permit Required?:

General Construction & Alterations:

A permit is required for any new construction, including residential or commercial buildings.

- **Additions & Remodeling:**

Permits are needed for additions or remodeling of existing structures, including both residential and commercial.

- **Alterations & Repairs:**

Permits are required for alterations or repairs to buildings or structures, especially if they involve structural changes or impact regulated systems.

- **Demolition:**

A permit is required for demolishing a building or structure.

- **Change of Occupancy:**

A permit is required when changing the use or occupancy of a building or structure.

Specific Systems & Installations:

- **Electrical, Gas, Mechanical, or Plumbing Systems:**

Permits are required for installing, altering, repairing, removing, converting, or replacing any of these systems, if regulated by the Florida Building Code.

- **Fences and Walls:**

A permit is required for installing or replacing a fence or wall, with some exceptions for bonafide agricultural uses in FEMA-designated Special Flood Hazard Areas.

-

- **Impact-Resistant Coverings:**

Permits are needed for installing, altering, repairing, converting, or replacing impact-resistant coverings.

- **Pools and Spas:**

A permit is required for installing or removing a pool or spa.

- **Storm Shutters:**

Permits are required for new installation or replacement of storm shutters.

- **Windows and Doors:**

Permits are required for new installation or replacement of windows and doors.

-

- **Other Installations:**

Permits are also required for installing air conditioning systems, ceiling fans, dryers, exhaust fans, lighting, sprinkler systems, and other similar installations.

-

Who Can Pull a Permit:

- A permit can be pulled by a **licensed contractor** or an **owner-builder**.
- If you are a homeowner working on your own property, you may be able to obtain a permit as an owner-builder.
- If you are a landlord/owner *who does not reside at the home*, you are not authorized to pull a permit.

Revised 4/22/25

Information taken from Lee County permitting website

Myerlee Circle Condominium Association

6945 Dog Leg Way Fort Myers FL 33919

Remodeling Information

Directives to a Homeowner before beginning a job:

1. Inform the Unit Director prior to start so the Association knows who is authorized by the unit owner to be working on the property. If this step is missed, work can be halted by the Association.
2. The contractor must complete the **Condominium Vendor Requirements Addendum to Contract** form that lists the Condominium insurance requirements.
3. Have in your possession a copy of the **Contractor's license**. Ensure the contractor is licensed in Lee County, Florida.
4. Have in your possession a copy of the Contractor's **Certificate of Insurance for General Liability and Worker's Comp** or Worker's Comp Exemption form; with Myerlee Circle Condominium Association listed as an *additional insured*, at 6945 Dog Leg Way, Fort Myers, FL 33919
5. Ensure your contract states that all work is guaranteed and will be completed to code and manufacturer recommendations.
6. Ensure your contract includes a clause that indicates any and all unforeseen damages require homeowner approval to proceed.

Questions & Directives to the Contractor

1. Ask the contractor: "Do you hire subcontractors or do your employees do the work? Do you pay worker's compensation on these employees?"
2. If hiring subcontractors, will an English-speaking onsite supervisor be here during whole job?
3. Ask the contractor: "What's your payment schedule; deposit % and when is final payment due? Please add to contract in writing that I can hold back last 10% until I as homeowner inspect and accept, and until county required inspections pass."
4. Ask the contractor: "Will you put scope of work in writing, and specific products to be used?" Request manufacturer specifications for products to be used.
5. Ask the contractor: "Do you, the contractor, guarantee to build to the engineer's drawings, without revisions to drawings after the fact? Will you put this in writing?"
6. Homeowner: Make sure each item you've discussed or agreed to is specifically listed in the contract. Verbal agreements do not count.
7. Ask the contractor: "Define my warranty. What's covered, what isn't? How long is the warranty for? How do I go about beginning a warranty claim?"
8. Ask the contractor: "Are you pulling a permit?" Keep a copy for yourself and provide a copy to the Unit Director.
9. Ask the contractor: "What happens if the job doesn't pass inspection?"
10. Inform the contractor that the contractor is responsible for removal of all waste materials from the work site, daily.
11. Inform the contractor: Contractors are NOT allowed to pull their trucks and equipment on to the lawns without first speaking with the Grounds Director or Unit Director. Inform the contractor they are responsible for any damage to lawns or irrigation damages if they drive on or damage lawns.
12. Inform the contractor: Contractors must carry all their equipment, supplies, tools, machinery, dump containers on and off the property daily, unless prior permission is granted by the Unit Director. Three days is the longest a dumpster may stay on the driveway. Dumpsters MUST have plywood underneath to protect the driveway.
13. Inform the contractor: Contractors must not park their work vehicles or trailers on the property overnight without prior permission from the Unit Director, and vehicles may only be parked in the maintenance lot. The limit of parking time is one week.

Condominium Vendor Requirements

Addendum to Contract

Addendum to contract for repairs at Unit Address: _____

I am beginning (date) _____. My estimated time for completion is (date) _____.

Please check mark agreement after reading below & provide required forms & signature:

I understand that no structural or bearing walls (exterior walls) are to be altered.

I understand if I am moving/removing interior walls pre-approval from Myerlee Circle Board is needed first. The Board has the right to ask for engineering plans.

I will build all work to Lee County current Code, manufacturer recommendations and any required engineering plans. I will not alter and get approved any engineering plans after the fact to build a lessor product than original plans called for.

I have the REQUIRED Insurance Limits below:

General Liability:	Each Occurrence	\$1,000,000
	Damage to Rented Premises	\$50,000
	Personal & Advertising Injury	\$1,000,000
	General Aggregate	\$2,000,000
	Products & Completed Operations	\$2,000,000
Auto Liability:	Combined Single Limit	\$1,000,000
Worker's Comp:	Each Accident	\$500,000
Umbrella/Excess	Each Occurrence/Aggregate	\$1,000,000

I understand if I don't have these limits of coverage, I need board approval BEFORE I begin.

BEFORE the work has begun, I have provided attached a COI with GL and WC listing Myerlee Circle Condominium Association and an additional insured. Address: 6945 Dog Leg Way, Fort Myers, FL 33919

BEFORE the work has begun, I have provided a copy of the valid FL State of Business and Professional Regulation License or Occupational License.

No employee or subcontractor who will be performing work in Myerlee Circle Condo Association has a criminal record. No drinking or drug use allowed on property by contractors/subcontractors.

I understand that contractor hours are limited to Monday-Saturday 8am-5pm.

I understand no dumpsters can be left overnight, without prior written Board approval. The amount of time will be decided by the board. All dumpsters must have plywood underneath to protect driveways.

I understand all removed appliances, flooring, and other materials must be disposed of by the contractor off Myerlee Circle Condominium property, NOT in our dumpster.

Contractor/subcontractor agrees to defend, indemnify and hold harmless to the fullest extent permitted by law, **Myerlee Circle Condominium Association**, its Board of Directors, officers, agents, management company, employees, affiliates and unit owners from any claims, demands, liabilities and expenses with respect to claims for any related illness, bodily injury or death or property loss or damage by whomsoever such claim may be asserted which claims are based in whole or in part upon any negligent act or omission on part of contractor/subcontractor, its agents, servants or employees in providing services. In addition, the contractor/subcontractor warrants those services rendered herein by contractor/subcontractor will conform to the specifications in the signed contract, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect.

I have reviewed and agree to all the terms above in this addendum.

Company Name: _____

Contractor Signature: _____

Contractor Printed Name: _____

Date: _____

Please turn this completed form, contractor license and certificates of insurance into the board office, email it to kaiser_tomlisa@yahoo.com or kim@sunsetmgmt.com

A/C	Buckeye Heating & Cooling Quality Air of SWFL Lifetime Air LLC	239-653-8070 239-277-1247 239-243-3503	Michael
Appliance Repair & Air Duct	Zion Appliance & Air duct cleaning Adkins Duct Cleaning LLC	239-249-5244 239-834-5257	Jaime-Owner Robin Adkins-Owner
Electrical	Empire Electric Solutions LLC Greg Brenton Conch Electric	239-671-3485 239-387-7007 239-313-0496	Randy Pat - Owner
Engineering	Chris Sargent	239-514-4100	
Equipment Rentals	Sunbelt Rentals	239-768-3636	
Insulation	TLS Insulation Rice Insulation and Glass	833-857-7283 239-495-0344	
Junk Haulers	L.H. Junk Hauling & Dumpster Rei Junk Haulers	786-804-3745 239-745-2115	Luis Hernandez-Owner Bill Killian-Owner

Remodeling

Drywall & Painting	Michael Czebatul Galiana Pro Service LLC Florida Painters Mr. Dry Restoration Services	239-340-8885 239-887-1528 239-997-2133 239-872-7464	\$350 minimum Joey Galiana-Owner Victor Constatin-Supervisor Mike Brigandi-owner
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CONTRACTOR'S LIST

4/25/25

General Maintenance & Rep:	Integrity House Foundation BK Services Paul Kostrzewa	239-362-4031 239-745-2115 239-470-4712	Robert Wolfe-owner Bill Killian-owner
Plumbing	Franzese Plumbing Savior Plumbing Adam Reiber Pelican Plumbing Diversified Plumbing	239-574-4121 239-574-9436 239-895-7902 239-789-0420 239-850-6674	Mike
Windows	Randy's Island Glass NewSouth Window Solutions Rice Windows & Doors	239-454-0050 239-405-8937 239-478-6977	Tony Brigalli Tyler Toner

Myerlee Circle Condominium Association

6945 Dog Leg Way
Fort Myers FL 33919

Clubhouse Rental

Arrangements for renting the Clubhouse are to be made with the Clubhouse Director. If that person is not available, you may submit your request to the Board of Directors. All requests must be in writing.

A refundable check in the amount of \$75.00, made payable to Myerlee Circle Condo Association, to cover the cost of any cleaning and repair, if necessary, must be with the written request. An inspection of the facilities, both before and after the event, will be arranged with a Board member.

Requests for use of the clubhouse should be made a minimum of one week prior to the event.

A member of our Association must sponsor the event and live in the Circle in order to arrange rental. The event must be a social function. Functions that are religious, for profit, political, or commercial in nature are not allowed.

The party host may rearrange furniture in the clubhouse to accommodate guests, but furniture must be returned to its original location. Paper products, coffee, etc, in the kitchen or storage areas shall not be available for private use. Tablecloths belonging to the Circle may be used but must be laundered and returned promptly. A short review for renting the Clubhouse can be found in the Association's directory under Regulation (rules #6, A, B, & C)

Loading and unloading of food, furnishing, musical equipment, etc., used for the event shall be done in an area and manner approved by the Board. Such activities and guest parking shall be arranged and controlled so as to not block or preclude use of streets and driveways by residents.

The Host of the private party shall be responsible for cleaning up immediately following the event and returning the rooms to proper order. In the unlikely event that damage is done to the Clubhouse and/or its carpeting, furnishing, etc, and \$75.00 deposit does not cover the full cost of cleaning and/or repairs, the owner is responsible to cover the excess cost.

I agree to comply with the rules stated above.

Dated: _____

Signature of owner: _____

Date and time of event: _____

Board Member Signature: _____

Submit this form to our Clubhouse Director, Cynthia McComb, via email:
cynthiamccomb8@yahoo.com or phone 260-402-7244.

Myerlee Circle Condominium Association

6945 Dog Leg Way Fort Myers FL 33919

Hurricane Shutter Specifications

Form must be completed legibly.

Date: _____

Owner Name: _____ Co-Owner Name: _____

Unit Address: _____

Phone: _____ Email: _____

In order to maintain consistency and similarity of the community, it is required that the following be observed in the installation of hurricane shutters:

- All shutters and required accessories shall be white,
- Garage doors shall have a minimum of four storm bars.
- The materials, equipment, installation and construction used, which is incorporated into or part of the hurricane shutters, shall conform in all respects to the requirements of construction established by the local and state government agency having jurisdiction over construction regarding hurricane shutters.

Prior to proposed installation, all suppliers to be approved shall have the following on file with Myerlee Circle Association:

- Manufacturer drawings showing that all specified products meet State of Florida standard building codes and Lee County building codes.
- Certificate of Insurance from the supplier's agent showing business liability and worker's compensation insurance,
- Written contract stating work to be done,
- Valid building permit from the appropriate Lee County agency

Approved on _____ by _____

Board of Director Signature

Myerlee Circle Condominium Association

6945 Dog Leg Way Fort Myers FL 33919

Unit Entryway Screening

Form must be completed legibly.

Date: _____

Owner Name: _____ Co-Owner Name: _____

Unit Address: _____

Phone: _____ Email: _____

In order to maintain consistency and similarity of the community, it is required that the following be observed in the installation of entryway screening:

- Unit owner(s) must assume the responsibility of the maintenance and repair of all parts of the entryway screening.

Prior to proposed installation, all suppliers to be approved shall have the following on file with Myerlee Circle Association:

- Certificate of Insurance from the supplier's agent showing business liability and worker's compensation insurance
- Valid contractor's license from the State of Florida
- Written contract stating work to be done.

Approved on _____ by _____

Board of Director Signature

Myerlee Circle Condominium Association

6945 Dog Leg Way Fort Myers FL 33919

Satellite Television Dishes

Specifications for the installation of Dishes for TV Reception

1. A request for permission to install must be presented to the Board in writing before installation can be made. The Board will respond to the unit owner with written permission in a prompt manner. This completed form will be placed in the unit owner's file and/or electronically stored with Association documents.
2. All installations must be made in a professional manner by the company providing the service.
3. Installation on a pole in an outside corner of the unit lanai is the preferred location and method. Brackets may be secured to the fascia of the lanai to secure the dish. The top of the dish may not project above the eave line of the building or the lanai in excess of 24-30 inches. Installation at any other location on the building is prohibited and will not be approved.
4. No brackets or mounts are allowed to be placed or secured on the roof of any unit.
5. Unit owner is responsible for removal of the dish within 45 days of discontinued use.

Form must be completed legibly.

Date: _____

Owner/Occupant Name: _____

Unit Address: _____ Phone: _____

Fort Myers, FL 33919

Satellite Company: _____

Date installation to be completed: _____

Type of installation: Pole mount Fascia mount

Board use:

Approved Not Approved

Board meeting held on _____

Board Member Signature

Title

Myerlee Circle Condominium Association

6945 Dog Leg Way Fort Myers FL 33919

Motorized Garage Screening

Form must be completed legibly.

Date: _____

Owner Name: _____ Co-Owner Name: _____

Unit Address: _____

Phone: _____ Email: _____

In order to maintain consistency and similarity of the community, it is required that the following be observed in the installation of motorized garage screening:

- Screening and frame must be white in color.
- The mechanism of operation of the screening unit must be vertical (up and down)
- The materials, equipment, installation and construction used, which is incorporated into or part of the motorized garage screening, shall conform in all respects to the requirements of construction established by the local government agency having jurisdiction over construction.

Prior to proposed installation, all suppliers to be approved shall have the following on file with Myerlee Circle Association:

- Valid contractor's license from the State of Florida
- A Certificate of Insurance from the supplier's agent showing business liability and worker's compensation insurance.
- All proposals shall contain a written contract stating work to be done.

Approved on _____ by _____

Board of Director Signature

Myerlee Circle Condominium Association

6945 Dog Leg Way Fort Myers FL 33919

Golf Cart Release, Waiver and Indemnification for Operation

Form must be completed legibly.

Date: _____

Owner Name: _____ Co-Owner Name: _____

Unit Address: _____

Phone: _____ Email: _____

The Myerlee Circle Condominium Association, Inc., ("Association") is the association responsible for the operation and maintenance of the Myerlee Circle Condominium ("Condominium"), and the undersigned is/are the owner/s of Unit _____ ("Owner"), located in the Condominium and who has/have requested permission to operate a Golf Cart of the Common Element roadways.

The Association is willing to grant permission for the undersigned Owner/s to operate a Golf Cart on the Common Element roadways, and Owner/s may authorize others to do so, all in accordance with the Rules and Regulations governing Golf Carts, a copy of which has been provided to the Owner/s and/or is available online, in consideration and exchange for the undersigned's execution of this agreement upon the following terms and conditions:

1. The undersigned Owner/s agree/s to remise, release, acquit, satisfy and forever discharge the Association, its members, employees, officers, directors and agents from any and all debts, dues, damages, claims, causes of action, suits, sums of money and demands whatsoever, in law or in equity, which the undersigned has, now have or which the undersigned or any personal representative, successor, heir or assign of the undersigned hereinafter an, shall or may have against Association, its members, employees, officers, directors and agents, for, upon or by reason of any manner, cause or thing whatsoever arising out of or concerning the use and operation of Owner's said Golf Cart as set forth herein. It is specifically understood and agreed that the Association shall not be liable of any losses or damages whatsoever, including personal injury, that may result from the use and operation of Owner's said Golf Cart, even if such damage or injury results from the Association's own negligence or the negligence of its employees, agent, officers or directors.
2. The undersigned Owner further agrees to indemnify, defend and hold the Association harmless (its members, employees, officers, directors and agents) from any and all demands, claims, damages, actions, causes of actions, controversies and expenses, including attorneys' fees and costs, that arising out of or concerning the use and operation of Owner's said Golf Cart as set forth herein; it being understood and acknowledged by all parties that this Release, Waiver and Indemnification is a condition to the use and operation of Owner's Golf Cart on the Common Element roadways.

3. This agreement does not relieve Owner from complying with any other covenants and restrictions otherwise applicable to Owner or Owner's property.
4. In connection with any litigation arising out of this agreement, the prevailing party shall be entitled to recover from either party said prevailing party's attorney's fees and costs, including attorney's fees and costs for any appellate proceedings. Venue shall be in Lee County, Florida.
5. Golf cart must always be parked inside the unit's garage when not in use.

PLEASE READ THIS FORM CAREFULLY AS YOU ARE WAIVING RIGHTS AND RELEASING ALL CLAIMS AND LIABILITY FOR DAMAGES THAT MAY ARISE FROM THE USE AND OPERATION OF OWNER'S GOLF CARTS ON THE COMMON ELEMENT ROADWAYS.

Unit Owner

Unit Co-Owner

Myerlee Circle Condominium Association

6945 Dog Leg Way Fort Myers FL 33919

Application for Rental/Lease of Condominium

I intend to rent/lease Unit Number _____, located at _____.

Unit Owner Information:

Name _____ Phone _____

Applicant (Renter/Lessee):

Last Name _____ First Name _____

Phone _____ Include in Directory? Yes No

Email _____ Include in Directory? Yes No

Birth Date _____ SSN _____

Co-Applicant (Co-Renter/Lessee):

Last Name _____ First Name _____

Phone _____ Include in Directory? Yes No

Email _____ Include in Directory? Yes No

Birth Date _____ SSN _____

Current Address _____

City _____ State _____ Zip _____

Will there be any other residents in this unit? Yes No (List any other residents below)

Last Name _____ First Name _____

Relationship _____ Birth Date : _____ SSN: _____

Last Name _____ First Name _____

Relationship _____ Birth Date : _____ SSN: _____

_____ (Initial): I (we) hereby acknowledge that Myerlee Circle Condominium is a community specifically intended to meet housing needs for older persons as defined in the Housing for Older Persons Act of 1995. I (we) understand and agree that as a condition of the Association's Condominium's Declaration of Condominium, concerning age 55 or over occupancy, which complies with the Housing for Older Persons act of 1995.

Emergency Contact Information:

1. Name _____ Relationship: _____

Phone: _____ Email: _____

2. Name _____ Relationship: _____

Phone: _____ Email: _____

Vehicle Information: (Two vehicles allowed)

Vehicle 1

Plate Number _____ State of Issue _____

Make _____ Model _____ Year _____

Vehicle 2

Plate Number _____ State of Issue _____

Make _____ Model _____ Year _____

Pets:

Unit residents will be allowed to own one (1) cat. The cat must be kept inside the Unit at all times, except when being transported off premises. Cat owners must dispose of soiled kitty litter, in a sealed, leak-proof plastic bag. All other pets or animals of any kind or description are prohibited, except service or support animals, as may be required by local, state, or federal laws and if approved, in writing, by the Board. If service or support animals are kept at the Condominium, the owners of such animals shall be responsible to ensure that the animal does not create a nuisance, and that all waste is immediately picked up, and that such service or support animal is kept on a leash when outside of the Unit.

Do you agree to abide by this rule about pets? yes no **Initial here** _____

I (we) am aware of and agree to abide by the Declaration of Myerlee Circle Condominium Association, Inc., the Articles of Incorporation, By-Laws and any and all properly promulgated rules and regulations in effect within the terms of my ownership. I acknowledge receipt of a copy of the Association Rules and Regulations (attached). I (we) authorize Myerlee Circle Condominium Association or their agent Florida Sunset Association Management to verify all information including obtaining a background check.

I understand that any violation of the terms, provision, conditions, and covenants of the Myerlee Circle Condominium documents provides cause for pursuit of remedies therein provided.

Dated this _____ day of _____, 20_____.

Applicant Signature

Co-Applicant Signature

I (we) herewith attach:

- \$100 Non-refundable Application to Rent/Lease fee, payable to Myerlee Circle Condominium Association, Inc.
- \$40 Non-refundable fee for each background check for applicants and residents 18 or older, payable to Myerlee Circle Condominium Association, Inc.
- \$75 Non-refundable Processing fee payable to Florida Sunset Management
- Copies of Color Photo ID - Driver's license (If non-US Citizen, copy of Passport)
- Fully Executed copy of the Sales Contract, including all Riders and Addendums

NOTE: In accordance with the governing document of the Association, please submit this form with ALL required enclosure at least 14 FOURTEEN days prior to your move-in date to allow for processing and to schedule an orientation interview. The (14) fourteen days will not begin until all of the above items are received by the Managing agent.

Submit this completed application to the following:

Florida Sunset Management

ATTN: Kim Burchette

1520 Royal Palm Square Blvd Suite 360

Fort Myers, FL 33919

(239) 454-3525, ext. 804

kim@sunsetmgmt.com

MYERLEE CIRCLE CONDOMINIUM ASSOCIATION, INC.
RULES AND REGULATIONS

I. USE RESTRICTIONS/ADMINISTRATIVE PROVISIONS

- 1.** Any request, suggestion or complaint relative to maintaining and operating common elements of the Association must be submitted (in writing and signed) to the Association Secretary, or dropped in the mail slot in the office. Such items will be included on the agenda of the next Board meeting. A verbal or written report will be given to the particular owner.
- 2.** Trash must be placed in plastic trash bags on driveways near the curb before 8:30 A.M. on the day of pick-up. Owners may deposit trash in plastic trash bags in the dumpster at any time. Trash may not be left outside overnight.
- 3.** Approved glass, aluminum, tin cans, plastic containers, newspapers, (in brown paper bags) must be placed in Blue Containers (provided by Vendor) curbside before 8:30 A.M. on the day of pick-up.
- 4.** The Club House is to be locked at all times when not in use. The doors to the pool area are to be locked at all times. Not just when the pool cover is in place. The last person to leave the ClubHouse and pool is responsible for seeing that all windows and doors are locked, lights out, showers turned off and thermostats set at 80 degrees during warm weather and 65 degrees when the heat is on. The Club House will be closed at 10:00 pm and the pool at Dusk.
- 5.** Overnight Guests are permitted to use the facilities of the ClubHouse and pool unaccompanied. Non-Overnight Guests must be accompanied by a Unit Owner or Tenant. Unit Owners are responsible for damage caused by Tenants, Guests and Invitees.
- 6.** Children under the age of twelve (12) using the Club House or pool, must be accompanied by a Unit Owner or Tenant, or a responsible adult guest of the Unit Owner or Tenant.
- 7.** Private Club House parties will be permitted for Unit Owners and Tenants, only under the following regulations:
 - a.** Reservations should be made with the Board member assigned to the Club House. A check in the amount of \$75.00 is required with the reservation application.
The fee is refundable, if the user promptly performs prompt cleaning or repair of the facilities, as necessary.
 - b.** The use of these facilities is limited to such affairs that are social only. The facilities cannot be used for affairs that are religious, for profit, political or commercial.
 - c.** The owner sponsoring the party is responsible for cleaning up after the party and for damages to the Club House or its furnishings. An inspection of the facilities, both before and after the event, can be arranged with Board members.

8. Members may solicit ("go door to door") for charities. No other solicitation or door to door canvassing of any nature is permitted.

9. The operation of motor vehicles on the grassed areas is PROHIBITED. If there is a valid requirement for a contractor to bring equipment or material to the work site, ASSOCIATION APPROVAL IS REQUIRED.

10. Parking of commercial vans, campers, motor homes, boats, trailers, golf carts, or motorcycles overnight on driveways, lawn or streets will not be allowed. No PODS or dumpsters allowed overnight without prior association approval. The homeowner is responsible for having these removed in case of violation, or if the association has to have it removed due to noncompliance. An exception to this regulation is allowing for loading or unloading before or returning from an extended trip, or moving. All other parking of said vehicles must be at the parking lot at the maintenance building.

10.1 Trucks of $\frac{3}{4}$ ton or less may be parked on driveways overnight. Said trucks shall be considered family use vehicles. Vehicles/trucks shall conform to factory standard specifications. Any modification to exhaust system, suspension, tires, or lighting systems are not allowed under these regulations and only allowed by approval of the Board of Directors of The Myerlee Circle Condominium Association.

Vehicles/ trucks cannot have any commercial advertisement, racks for commercial use and/or tool boxes visible to the public. Exceptions to this rule are removable racks for transporting sports equipment such as bicycles, kayaks, and equipment to satisfy needs of a disabled person(s).

Vehicles, trucks and automobiles for use as public emergency, health and welfare shall not be restricted by these Rules and Regulations.

10.2 Use restrictions of any vehicle parked at the Maintenance Building parking lot will be as follows: There are 20 parking spaces available, at the parking lot at the maintenance building, for Unit Owners to park vehicles, boats, and recreational vehicles (RV's). Boats and RVs are limited to 25 ft. Trailers, and golf carts to be utilized on a first come first serve basis. One space shall be reserved for the Maintenance Supervisor.

The two most easterly spaces shall be used for RV's and boats up to 25 ft. in length. All other spaces shall be available for passenger vehicles (cars, vans, pickup trucks, golf carts and trailers.)

All vehicles parked at the maintenance building parking lot must have current registration and insurance. It is the responsibility of the owner of each vehicle to provide the Board with proof of insurance, date the vehicle will be parked at the parking area, and anticipated length of stay, owner's name, address at Myerlee Circle Condominium, and an emergency contact phone number. All information will be kept on file at the office and/or electronically.

11. No one is permitted on the roofs of any of the buildings. If repairs or inspection is required, a Board member or staff personnel should be contacted.

12. Hose washing of cars at Units by residents is permitted for owner's personal use vehicle. Please be

mindful of responsible water usage.

13. All residents away for an extended period (in excess of two months) and desiring Association correspondence forwarded to them, must notify the Association Secretary in advance.

14. Unit Owners must take all appropriate steps to reduce and/or eliminate the occur or continued existence of mold and/or mildew (collectively "mold") growth in and around the Unit and appurtenant common elements and thereby minimize the possibility of adverse effects that may be caused by funguses, including mold. The Unit Owners' responsibilities include, but are not limited to, the following:

- The air conditioning system, and humidity control system if applicable, must be kept in good and working order. Whether occupied or not, the air conditioning system, and humidity control system if applicable, must be appropriately operated, when reasonably necessary, to adequately control the temperature, humidity and in-door air quality in the Unit. When unit is unoccupied for extended periods of time (48 hours or longer), the thermostat must be set at 80 degrees or lower.
- The main valve on the water line serving the Unit must be turned to the OFF position if the Unit is to be unoccupied on an overnight basis. All incidents of mold and water intrusion, including but not limited to water spots on drywall, plumbing leaks, leaks around windows and doors, leaks from appliances, and any other leaks, or evidence of water intrusion must be immediately reported to the Association.
- All regular and routine maintenance required to prevent water intrusion, and which is the obligation of the Unit Owner, must be timely and adequately performed. Such maintenance includes, but is not limited to the regular inspection, cleaning and services of all appliances servicing the Unit, including the air conditioning system, humidity control system if applicable, refrigerators, and freezers; the regular maintenance and replacement of interior caulking and/or weather stripping around windows, doors, and plumbing fixtures.

15. Unit Owners may not, in any manner, install, remove, fertilize, trim, prune or otherwise maintain or tend to outdoor landscaping except with the prior specific written approval of the Board of Directors. When the Board of Directors permits Unit Owners to be involved with exterior landscaping, including installation of plants by Unit Owners, it is understood that such permission is in the nature of a license and is revocable at the will of the Board of Directors, with or without cause. The Association shall not be responsible for any such plantings, including but not limited to their death or disease, nor replacement of plants for any reason whatsoever.

16. Garage sales are permitted one time per year per Unit. Thirty (30) days' advance notice must be given to the Association. Signs advertising garage sales may be placed on Common Elements no sooner than two (2) hours before the garage sale begins and must be taken down within two (2) hours of the garage sale ending. If an owner prefers holding the garage sale on two consecutive days, the sale may be for up to five hours each day. If/when inclement weather prevents the owner from having an approved Garage Sale, it may be rescheduled within a 30 day period. January is reserved for the Woman's Association yearly garage sale. No owners may have a garage sale during this month.

17. At the rear of each Unit next to the Screen Porch is an area where Unit Owner are permitted to install removable "pavers" with prior written approval of the Board of Directors. The

installations of pavers in these areas is a license and may be revoked by the Board of Directors, at any time, with or without cause. The area where these pavers are installed is referred to as a "Patio". The Patio is not for the exclusive use of the contiguous Unit, all Unit Owners have legal rights in the Patio area. The Unit Owner who installs the Patio may place outdoor furniture on the Patio (and no other items without prior written Board approval) and must remove said items when a tropical storm watch has been issued or when the Owner is going to be absent from the Unit overnight for three (3) or more days.

18. Unit Owners must change water heaters at least every seven (7) years. Washer hoses must be steel braided hoses and must be changed at least every two (2) years. Unit owners shall file proof of changing water heaters and washer hoses with the Board of Directors or Florida Sunset Management.

19. The feeding of wild, roaming or feral animals, including but not limited to cats, raccoons birds (including ducks) and squirrels is prohibited

20. Contractors and other persons may only perform work on an Owner's Unit or appurtenant Limited Common Elements between the hours of 8:00 A.M. and 6:00 P.M. Monday through Saturday, except in the event of an emergency. When Unit Owners are having work performed on their Unit or appurtenant Limited Common Elements, overnight parking of construction vehicles and overnight, outdoor storage of construction materials or equipment is prohibited. No PODS or dumpsters allowed overnight without prior association approval. The homeowner is responsible for having these removed in case of violation, or if the association has to have it removed due to noncompliance.

21. Emergency contact information is kept in the office and electronically, listing who has a key to access each unit and whom to call in case of an emergency. If you have not filled out one of these forms, or need to update a form, contact Florida Sunset Association Management or the Secretary of the Board. If you need access to this information, in an emergency, call any Board Member.

22. Golf carts may be operated on Condominium Property subject to the following regulations:

22.1 "Golf Cart" means any motor or electrical vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 miles per hour.

22.2 All Unit Owners desiring to operate a Golf Cart on Common Element roadways shall submit written request to the Board (or Manager) by completing an application for approval to use Golf Cart on Common Element roadways, as may be promulgated by the Board of Directors.

22.3 All applications must be accompanied by a signed Release, Waiver, and Indemnification Agreement for Operation of Golf Carts which is attached hereto as **Exhibit "A"** to Rule 22. Failure to include the signed Release, Waiver, and Indemnification Agreement will result in denial of the application.

22.4 Only Golf Carts approved by the Board of Directors, in the manner provided above, may be operated on Common Element roadways only under the following conditions:

22.4.1 Standards for Golf Carts; Designated Areas of Operation. All Golf Carts operated on Common Element roadways must be equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear. Golf Carts shall not be driven or operated on sidewalks adjacent to Common Element roadways. Golf Carts must yield to pedestrians, bicyclists, and any other non-motorized vehicles or devices. Golf Cart operators must observe and obey all road signs on Common Element roadways, including but not limited to speed limit signs and stop signs.

22.4.2 Hours of Operation; Operation After Sunset. Golf Carts may be operated only during the hours between sunrise and sunset, unless the Golf Cart is equipped with headlights, brake lights, turn signals, and a windshield.

22.4.3 License Required. Any person operating a Golf Cart must have in his or her possession a valid automobile driver's license.

22.4.4 Open Containers; Operating Golf carts While Intoxicated. No open containers of alcohol, including cans, bottles, glasses or other containers, are permitted on a golf cart at any time. No person who is under the influence of alcohol whose blood alcohol level would be considered above the legal limit for driving a motor vehicle on public roadways may operate a Golf Cary on Common Element roadways until such time as his or her blood alcohol level is below the legal limit. No person under the influence of over-the-counter, prescription and/or illegal drugs that impairs a person's ability to operate a motor vehicle may operate a Golf Cart on Common Element roadways during such period of impairment.

22.4.5 Remedies. The Association may seek any and all remedies available in the Condominium Documents, including but not limited to fines and legal actions for damages or injunctive relief, against any Owner and/or operator of a Golf Cart on Common Element roadways in violation of these rules and regulations.

Myerlee Circle Condominium Association

6945 Dog Leg Way Fort Myers FL 33919

Hurricane Preparedness

Hurricane Season is June 1 through December 1. Your Board suggests this list as a handy reminder of possible precaution in the event a Hurricane Watch is announced. The following is recommended in advance of Evacuation Orders from our Civil Defense People.

AUTOMOBILES: Keep the gas tank at least half full.

FLASHLIGHTS: Keep extra batteries on hand.

RADIOS: Portable battery-operated radio

WATER: Two gallons per person

PERSONAL ITEMS: Be prepared to pack for each member of your household: Prescription medicines, prescription copies if possible, night clothes, robe & slippers, extra changes of day clothing, soap, towels, toothpaste and brushes, etc., small personal valuable (jewelry, etc.), comfortable shoes, raincoat, hat, umbrella, blanket and pillow or possible sleeping bag, insurance policies, Medicare and other identification, any needed equipment, i.e. walkers, canes, etc.

CAR POOLING: Plan in advance for car-pooling. Let younger, stronger people drive those who need help. Head for the northern interior of the state toward the higher ridge of the peninsula for greater safety. If you have family locally, you might wish to travel together if possible.

SECURING YOUR UNIT: Unplug all appliances and electronics from wall sockets, switch your circuit-breaker panel switches to OFF. Shut off water outside your Unit, and open the faucet in your laundry tub slightly (this relieves internal water pressure). Lock all doors and windows and leave when instructed.

AS TIME PERMITS: If there is time before being told to evacuate, it is good to have a supply of tape to reinforce the windows. It is also wise to have a wedge for your sliding windows to help keep them from being blown outward. Get as many of your possessions off the floors as possible.

Myerlee Circle Condominium Association

6945 Dog Leg Way Fort Myers FL 33919

Meetings and Activities

1. Water Aerobics (Monday, Wednesday, Friday)

9:30 am, April-October, Clubhouse Pool

10:00 am, November-March

2. Happy Hour (Thursdays)

4:30 pm, Clubhouse

Bring a snack to share & your favorite beverage

3. Bocce Ball

4. Shuffleboard

5. Women's Club (Meets 1st Monday of each month)

10:00 am, Clubhouse

6. Book Club

7. Board Meetings (Meets 4th Tuesday)

3:00 pm

8. Art Group (Meets Thursdays)

1:00-3:00 pm, Clubhouse

9. Men's Pancake Breakfast

10. Chair Yoga (Monday, Wednesday, Friday)

9 am, Clubhouse

Specific dates and times of events are published on the myerleecircle.com website calendar or on the calendar on bulletin boards.

Myerlee Circle Condominium Association

6945 Dog Leg Way Fort Myers FL 33919

Emergency Pandemic Plan

Purpose: The purpose of this plan is to ensure the safety of all homeowners and tenants within our community during a declared emergency public health crisis; and to continue to operate the association as a sound business. This plan encourages adherence to local, state, and federal laws, promotes common sense practices and provides clear guidance on the actions that residents should take to help prevent the spread of infectious diseases. We intend to follow the Laws, our Myerlee Circle Condominium Association Bylaws, and our Rules and Regulations.

1. If you have a medical emergency call 911
2. Follow Legal Directives: Residents should comply with all local, state, and federal laws, regulations, and orders.
3. Communication: The main source of communication during any emergency will be email and word of mouth, for those who do not have email. Owners/Residents should use email to communicate any of their questions or concerns. You may email: kim@sunsetmgmt.com or myerleecirclesecretary@gmail.com
4. Practice Common Sense: Use basic precautions to protect yourself, which includes frequent handwashing, wearing masks for your own protection and maintaining social distancing if this is required in the emergency pandemic orders.
5. If you are Sick or Exposed: If you or a family member is sick, has been in contact with someone who is sick, or has been advised to quarantine or isolate, please follow the local health guidelines put in place during a declared emergency declaration. Stay at home, avoid contact with others, and seek medical advice.
6. Stay Connected with the HOA: Myerlee Circle Board of Directors will provide regular updates on pandemic related measures, safety protocols and any changes in local laws that may impact the community. Please make sure your contact information and emergency contact information is up-to-date with the association.
7. If you have a maintenance emergency call Sunset Florida Management Group at 239- 454-3525, ext. 804 or email kim@sunsetmgmt.com for any regular requests.
8. If the association is without power, the Board will assign a member to post information on the outside Board at the clubhouse daily, if necessary. It is the responsibility of the homeowners to check the board for updates. A homeowner or tenant may drop a note through the office door slot at the clubhouse during this power outage.
9. Online Meetings: In-person association meetings may be restricted. Whenever possible, the association will host virtual meetings to discuss important issues.
10. Support Vulnerable Residents: If you or a neighbor is unable to leave their home due to health concerns, please contact a neighbor or the association for support. We ask all residents to treat each other with kindness and respect, understanding particularly those who may be at higher risk of serious illness due to the emergency.
11. Recreational Facilities: In compliance with state or local health orders, access to community facilities (such as pool, clubhouse, bocce ball court, gardens, etc.) may be limited, closed or subject to restrictions. Residents should respect these measures to help reduce the risk of spreading illness.
12. Adjustments to Services: During times of crisis, some regular services (maintenance, garbage pick-up, landscaping, etc.) may be delayed or reduced. The association will prioritize essential services to maintain safety and property integrity.
13. Association Finances: Maintenance fees, late fees and any outstanding assessments will continue to

be collected in accordance with the Myerlee Circle Condominium documents during the emergency declaration. The board will be more mindful of expenditures during this period and may delay purchases or contracting for repairs during this time frame. If the association cannot pay the bills due to lack of revenue being collected due to the declared emergency, the board will hold a special meeting to discuss solutions. Reserves can be used during declared emergencies, however the homeowners would have to vote on the repayment or re-appropriating of those reserve funds.

Local Health Resources

Local Health Department: 239-332-9501 or leefloridahealth.gov

Fire/Police/Medical emergency: call 911

Non Emergency Police:

Nearest prompt cares:

MD Now Urgent Care 239-286-6810, 15165 McGregor Blvd, FM 33908

Hospitals:

Lee Memorial Hospital