

**THE ISLES ASSOCIATION
CONDO LEASE/RENTAL NOTIFICATION FORM**

Appendix B

Failure to complete and submit this form to the Isles Caretaker in advance of a tenancy will result in a denial of common area privileges for a tenant. For the purposes of beach privileges, the Tenant will be considered a Guest and be required to pay Guest boat fees

CONDO OWNER _____ PHONE # _____

CONDO # _____ DATES OF TENANCY: From _____ to _____

TENANT NAME(s) _____ Cell# _____

_____ Cell# _____

TENANT VEHICLES:

Make _____ Model _____ Color _____ Lic # _____

Make _____ Model _____ Color _____ Lic # _____

TENANT WATERCRAFT:

Make _____ Length _____ Registration # _____

TENANT TRAILER:

Make _____ Color _____ Lic # _____

I understand and acknowledge the following excerpts from the Isles Rules and Regulations:

1. No such lease, or rental of a condominium unit shall be for a term of less than thirty (30) days.
2. A condo will be deemed to be leased or rented when (i) the condo unit is occupied by anyone other than the owner or the owner's family members, as defined in A.R.S. § 42-12053 (as amended, repealed, or recodified); or (ii) where the owner receives monetary compensation from any occupant(s).
3. Each condo owner shall be responsible to acquaint their tenants and guests with, and provide them with a copy of, the Rules and Regulations of the Association and other Association governing documents.
4. Each condo owner shall be responsible and liable for the actions and conduct of their tenants and guests, and any violation notices and/or fines will be sent to the owner.
5. Only those persons listed as the TENANT on this agreement have Owner rights for the purpose of accessing the Isles Beach and Waterfront Facilities for daytime and/or overnight mooring on the private beach. These rights do not extend to occasional Guests and visitors. Tenants must sign a Tenant Beach Use Agreement releasing the Association of liability for any property damage or personal injury that may result from their use of the Isles Beach and Waterfront Facilities
7. Sub-leasing is not permitted.
8. I hereby delegate my Owners rights of enjoyment of the Common Elements, including the Beach, to the above Tenant for the duration of the lease. During this time, such delegation of rights to my tenant is to the exclusion of myself, my family and my guests

Condo Owners Signature

Date

THE ISLES CONDOMINIUM ASSOCIATION
Isles Tenant Beach Use Agreement

Appendix C

Tenant Boat Permits: *Tenants renting or leasing a Unit have the same Common Area privileges as Owners. Only those persons listed as the TENANT on Isles Condo Lease/Rental Notification Form have Owner rights for the purpose of accessing the Isles Beach and Waterfront Facilities for daytime and/or overnight mooring on the private beach. These rights do not extend to occasional Guests and visitors. If an Owner does not register their Tenant's boat, the Tenant's boat will be treated as a guest boat, and the Tenant will be required to pay the guest boat fee. Boats belonging to Tenants will not be issued an Isles registration sticker due to the permanency of the sticker and the transient nature of tenancy. Instead, Tenants will be issued a Permit to indicate the dates their boat is permitted access. Tenants must sign a Tenant Beach Use Agreement releasing the Association of liability for any property damage or personal injury that may result from their use of the Isles Beach and Waterfront Facilities. Tenant boat permits will not be issued without the required documents and failure to complete them could result in the denial of Beach and Waterfront privileges for a Tenant. It is up to the Unit owner to obtain and submit the required documents for their Tenant. However the Association reserves the right to obtain them as necessary to protect the interest of the Association.*

INDEMNIFICATION

By utilizing the Isles Beach and waterfront facilities for the purpose of mooring/parking my boat, I agree to protect, defend, hold harmless, pay on behalf of and indemnify the Association, its directors, officers, agents (including the Isles management company and employees) from and against any and all claims, lawsuits, actions, liabilities, damages, losses, costs and expenses (including attorneys' fees) in connection with any property damage, injury sustained or death arising out of or relating to use of the Isles Beach and Waterfront Facilities, unless such damage or injury was caused solely by the willful misconduct or gross negligence of the Association.

WAIVER AND RELEASE

I further agree to WAIVE AND RELEASE the Association, and its officers, directors, agents (including the Isles management company and employees) from liability pertaining to the matters set forth below. I understand that by signing this Waiver and Release, I expressly and willingly agree to assume responsibility for any risk of injury that may arise from my use of the Isles Beach and Waterfront Facilities. If I and/or any of my guests, invitees, agents, heirs, dependents, assigns, and next of kin are injured from said activity, I will not hold the Association or its officers, directors, agents and employees responsible, unless the injury was caused solely by the willful misconduct or gross negligence of the Association.

In signing this Agreement, I acknowledge and represent that I have read the foregoing Agreement, understand it and sign it voluntarily; no oral representations, statements, or inducements, apart from the foregoing written agreement have been made; if desired, I have had the opportunity to consult with an attorney prior to executing this Agreement; and I am at least twenty-one (21) years of age and fully competent.

Tenant Name (Please Print)

Unit # _____

Tenant Signature

Date

ACCEPTED ON BEHALF OF THE ASSOCIATION:

By: _____ **Date:** _____ **Permit #** _____

Recreation Room Use Agreement

EVENT DATE: _____ EVENT TIME: _____ to _____ APPROX. # OF GUESTS: _____

NATURE OF FUNCTION: _____

REQUESTING APPROVAL FOR ALCOHOL Yes _____ No _____

As an Owner/Resident in The Isles Condominium Association, you have asked to hold an event in the Recreation Room managed and operated by The Isles Condominium Association (the "Association") on the DATE and TIME specified above (the "Event"). As a condition of holding the Event, the Association requires that you sign this Recreation Room Use Agreement (the "Agreement") and may be required to provide a security deposit as described below. Thank you for your cooperation.

INDEMNIFICATION

By holding the Event in the Recreation Room, I agree to protect, defend, hold harmless, pay on behalf of and indemnify the Association, its directors, officers, agents (including the Isles management company and employees) from and against any and all claims, lawsuits, actions, liabilities, damages, losses, costs and expenses (including attorneys' fees) in connection with any property damage, injury sustained or death arising out of or relating to use of the Recreation Room, unless such damage or injury was caused solely by the willful misconduct or gross negligence of the Association.

WAIVER AND RELEASE

I further agree to WAIVE AND RELEASE the Association, and its officers, directors, agents and the Isles management company and employees from liability pertaining to the matters set forth below. I understand that by signing this Waiver and Release, I expressly and willingly agree to assume responsibility for any risk of injury that may arise from my use of the Recreation Room for the Event. If I and/or any of my guests, invitees, agents, heirs, dependents, assigns, and next of kin are injured from said activity, I will not hold the Association or its officers, directors, agents and employees responsible, unless the injury was caused solely by the willful misconduct or gross negligence of the Association.

DUTY TO INSPECT RECREATION ROOM

I shall inspect the Recreation Room and notify the Association immediately of any deficiencies or unacceptable conditions in the Recreation Room prior to commencement of the Event.

DAMAGE TO RECREATION ROOM

I agree that I am liable for, and will promptly pay to the Association upon demand, any cost incurred by the Association to repair, restore, or replace any Recreation Room improvement or property damaged as a result of the Event as determined by the Association in its sole discretion.

SECURITY DEPOSIT

The Association may require a security deposit of **two-hundred dollars (\$200.00)** for use of the Recreation Room for the Event. I agree to pay the security deposit by check made payable to “The Isles Condominium Association”.

I agree that the security deposit may be used to pay for any expense incurred by the Association as a result of the Event, including but not limited to, the cost of repair, restoration, or replacement of any Recreation Room improvement or property damaged by the Event, or missing after the Event, and the cost of cleaning the Recreation Room after the Event. I agree that the Association shall have sole discretion in determining whether and how much to deduct from the security deposit for these expenses. However, I will remain liable for any expense incurred by the Association as a result of the Event that exceeds the security deposit.

Prior to the Event, I shall inspect the Recreation Room and notify the Community Manager immediately of any deficiencies or unacceptable conditions prior to commencement of the Event.

Upon completion of the Event, the Association will then inspect the premises. The security deposit, less any deductions as provided herein, shall be returned to me within two weeks of the Event, except as provided above.

In signing this Agreement, I acknowledge and represent that I have read the foregoing Agreement, understand it and sign it voluntarily; no oral representations, statements, or inducements, apart from the foregoing written agreement have been made; if desired, I have had the opportunity to consult with an attorney prior to executing this Agreement; and I am at least twenty-one (21) years of age and fully competent.

Name (Please Print)

Unit Number

Signature

Date

ACCEPTED ON BEHALF OF THE ASSOCIATION:

By: _____

Date: _____

Its: _____

Alcohol Approved Yes _____ No _____

THE ISLES ASSOCIATION
ISLES OWNER WATERCRAFT REGISTRATION FORM

Appendix E

This form is to be used by an Isles Condo Owner to register their boat for use on the Isles Beach

DATED SUBMITTED _____ CONDO # _____

CONDO OWNER _____ PHONE # _____

WATERCRAFT:

Make _____ Model _____ Color _____ Length _____

Registration # _____ Vin# _____

TRAILER: Make _____ Color _____ Lic # _____ State _____

I understand and acknowledge the Isles Beach Use Rules and Regulations, including the section below:

F. **Unit Owner Boat Registration:** An Owner who wishes to utilize the Isles Beach for parking/mooring their boat must register their boat(s) with the Association by submitting an Isles Owner Boat Registration Form to the Isles Beach Access Review Committee, via the Association's Management Company. Properly registered boats will receive an Isles registration sticker (must be displayed), which entitles an Owner access to the beach for his or her boat. There is no Isles Beach use fee for Owner-registered boats. Owner boats only need to be registered one time. In order to register a boat, the following requirements must be met:

1. Only Unit Owners of record may register their boat(s).
 - a. If the Owner of record is a revocable trust, the trustor or creator is considered the Owner for the purpose of the boat registration. If the Owner of record is an irrevocable trust, the trustee is considered the Owner for the purpose of the boat registration.
 - b. If the Owner of record is a corporation, then the President/CEO is considered the Owner for the purpose of the boat registration.
 - c. If the Owner of record is an LLC, then the manager or, managing member of the LLC's operating Agreement is considered the Owner for the purpose of the boat registration. The designation must be submitted in writing to the Board of Directors in the form of a resolution voted on and approved by the LLC in a manner consistent with the LLC's Operating Agreement.
 - d. If the Owner of record is a partnership, then the general partner, as reflected in the governing partnership agreement, is considered the Owner for the purpose of boat registration. The designation must be submitted in writing to the Board of Directors in the form of an agreement voted on and approved by the partnership in a manner consistent with the partnership agreement.
2. Owners must submit an Isles Owner Boat Registration Form, which requires the name of the Unit Owner, the hull identification number, the state vessel I.D. numbers or Coast Guard documented vessel name/numbers, and a photograph of the boat.
3. The boat must be owned or leased by the Unit Owner.
4. Proof of ownership must accompany the application. A copy of the state or Federal watercraft registration and/or title MUST be in the name of the Unit Owner.

Condo Owners Signature

Date

*****ATTACH COPIES OF REQUIRED DOCUMENTS*****

Approved _____ Denied _____ Sticker # _____ Comments or Stipulations _____

Isles Beach Access Committee Members _____ Date _____

THE ISLES ASSOCIATION **Appendix F**
OFFSPRING ANNUAL WATERCRAFT REGISTRATION PERMIT FORM

This form is to be used by an Isles Condo Owner to register a boat belonging to their son or daughter per the Isles Association Rules & Regulations as outlined below. Failure to fully complete and submit this form along with the annual \$25.00 registration fee will result in a \$50.00 per day Guest fee charge to the Condo Owner for any boats not in compliance.

DATED SUBMITTED _____ CONDO # _____

CONDO OWNER _____ PHONE # _____

OFFSPRING NAME _____ PHONE # _____

ADDRESS _____

WATERCRAFT:

Make _____ Model _____ Color _____ Length _____

Registration # _____ Vin# _____

TRAILER: Make _____ Color _____ Lic # _____ State _____

I understand and acknowledge the Isles Beach Use Rules and Regulations, including the section below:

- G. **Offspring Boat Permit:** Owners may register boat(s) belonging to their Offspring (sons and/or daughters by blood or adoption) by submitting an Isles Offspring Permit Application Form along with a registration fee of \$25.00 per boat. Offspring permits are valid for one year. Permitted boats may access the Isles Beach at no charge other than the annual registration fee. **Offspring may only use the Isles Beach for mooring their boat, when the Offspring is staying in the Owner's Unit overnight.** Boats belonging to Offspring that are not properly permitted are treated as guest boats and are required to pay guest boat fees. Offspring boat permits require the following:
1. Only Unit Owners of record may register boats belonging to their Offspring.
 2. Owners must submit an Isles Boat Registration Form, which requires the name of the Unit Owner, the hull identification number, the state vessel I.D. numbers or Coast Guard documented vessel name/numbers, and a photograph of the boat.
 3. The boat(s) must be owned or leased by the Offspring.
 4. Proof of ownership **MUST** accompany the application. A copy of the state or Federal watercraft registration and/or title **MUST** be in the name of the Offspring.

Owner Offspring permits are only available to a Unit Owner's sons and/or daughters by blood or adoption. Boats belonging to all other family members and friends are considered guest boats.

Condo Owners Signature

Date

*****ATTACHED COPIES OF REQUIRED DOCUMENTS*****

Approved _____ Denied _____ Permit # _____ Expires _____

Comments or Stipulations _____

Isles Beach Access Committee Members _____ Date _____

**ISLES ASSOCIATION
GUEST BOAT REGISTRATION PERMIT FORM**

Appendix G

This form is to be used by an Isles Condo Owner to provide notice of a Guest staying in their condo that desires use of Isles common area. **FAILURE TO FULLY COMPLETE AND SUBMIT THIS FORM WILL RESULT IN THE DENIAL OF ACCESS AND USE OF THE ISLES BEACH FOR A GUEST'S WATERCRAFT**

DATED SUBMITTED _____ CONDO # _____

CONDO OWNER _____ PHONE # _____

GUEST NAME: _____ GUEST PHONE _____

Guest Arrival date _____ Guest Departure Date _____

GUEST BOAT FEES PAID: DATE: _____ AMOUNT: _____

GUEST WATERCRAFT:

Make _____ Model _____ Color _____ Length _____

Registration # _____ Vin# _____

TRAILER: Make _____ Color _____ Lic # _____ State _____

1. "Guest" is defined as any person other than the Owner, staying in an Isles condo or utilizing Isles common area at the invitation of the Owner, free of charge or any other form of compensation. Note: The Isles Rules and Regulations prohibit the rental of an Isles condo for less than 30 days. Guest does not include a Tenant (renting an Isles condo for 30 days or longer), unless the Owner has not submitted a Rental Notification Form assigning the common area privileges to the tenant. If no current Rental Notification Form is on file, then tenant is treated as a Guest and is subject to Guest Boat fees.
2. All friends and family with boats are considered Guests. The only exception is a properly registered and permitted Offspring Boat.
3. Guest boats are required to obtain a permit from the Isles Association prior to accessing and/or mooring on the Isles Beach. Guest fees are \$50.00 per watercraft per day or any portion thereof. The Isles Guest Boat Registration Permit Form containing identifying information of the Guest and their Boat must be completed and signed by the Unit Owner to authorize the Guest's use of the waterfront facilities. The use of the Isles Beach by a Guest is done at their own risk. The Isles Association assumes no liability for damage or injury as a result of a Guest's use of the Isles Beach.
4. The Guest must sign the Guest Beach Use Agreement releasing the Isles Association of all liability for their use of the facilities.
5. Beach parking/mooring for guests' boats is restricted to guests staying in an Isles condo overnight. Owners may not allow friends and family to moor their boat overnight on the Isles Beach if they are staying elsewhere.
6. Guest Boats are limited to one boat or two PWC's per condo at a time.
7. All Guest boat parking privileges are subject to available space. Owners always have first priority and Guests Boats must be removed or make way for Owners if necessary.
8. Guests must adhere to all other Isles Association Rules and Regulations. Trailer parking is limited to not more than 72 hours in any one week period.

As Owner of the Unit identified above, I certify that the above listed Guest has permission to use my Unit and I authorize their use of the Isles waterfront facilities and common area.

Condo Owners Signature

Date

Approved _____ Denied _____ Permit # _____ Comments or Stipulations _____

Isles Beach Access Committee Members _____ Date _____

THE ISLES ASSOCIATION
Isles Guest Beach Use Agreement

Appendix H

This Isles Association allows a Guest staying in an Isles condo to park/moor their boat on the Isles beach only during that time in which they are staying overnight in the condo as a Guest of the Owner and with the written permission of the Owner. The Guest must register their boat with the Association and receive a permit prior to accessing and/or mooring on the Isles Beach. Guest fees are \$50.00 per watercraft, per day, or any portion thereof. Guests wishing to moor/park their boat on the Isles beach MUST be staying overnight in an Isles condo Unit with the written permission of the Unit Owner. In order for a guest to access the Isles Beach and waterfront facilities, the Unit Owner must submit an Isles Guest Boat Permit Application Form, which requires information identifying the guest and their boat. The form must be completed and signed by the Unit Owner. The Guest must then sign this releasing the Association of liability for any property damage or personal injury that may result from their use of the Isles Beach and Waterfront Facilities. The application and agreement must be submitted in advance to the Association's Management Company for review by the Isles Beach Access Review Committee. The application must be approved and a Guest Boat Permit issued in advance of a guest boat's use of the Isles Beach. Guest Boats are limited to one boat or two PWC's per Unit, per time.

INDEMNIFICATION

By utilizing the Isles Beach and waterfront facilities for the purpose of mooring/parking my boat, I agree to protect, defend, hold harmless, pay on behalf of and indemnify the Association, its directors, officers, agents (including the Isles management company and employees) from and against any and all claims, lawsuits, actions, liabilities, damages, losses, costs and expenses (including attorneys' fees) in connection with any property damage, injury sustained or death arising out of or relating to use of the Isles Beach and Waterfront Facilities, unless such damage or injury was caused solely by the willful misconduct or gross negligence of the Association.

WAIVER AND RELEASE

I further agree to WAIVE AND RELEASE the Association, and its officers, directors, agents (including the Isles management company and employees) from liability pertaining to the matters set forth below. I understand that by signing this Waiver and Release, I expressly and willingly agree to assume responsibility for any risk of injury that may arise from my use of the Isles Beach and Waterfront Facilities. If I and/or any of my guests, invitees, agents, heirs, dependents, assigns, and next of kin are injured from said activity, I will not hold the Association or its officers, directors, agents and employees responsible, unless the injury was caused solely by the willful misconduct or gross negligence of the Association.

In signing this Agreement, I acknowledge and represent that I have read the foregoing Agreement, understand it and sign it voluntarily; no oral representations, statements, or inducements, apart from the foregoing written agreement have been made; if desired, I have had the opportunity to consult with an attorney prior to executing this Agreement; and I am at least twenty-one (21) years of age and fully competent.

Guest Name (Please Print) Unit # _____

Signature _____
Date

ACCEPTED ON BEHALF OF THE ASSOCIATION:

By: _____ **Date:** _____