

JASPER AT SAPPHIRE LAKES Condominium Association, Inc.

C/o Resort Management 2685 Horseshoe Dr. S. #215, Naples, FL 34104

APPLICATION FOR APPROVAL TO PURCHASE OR LEASE CONDOMINIUM UNIT

Please check appropriate box and complete the following information.

- () I hereby apply for approval to **PURCHASE**(Street Address)_____ Unit # _____, in Jasper at Sapphire Lakes, a Condominium, and for membership in the Association. **A complete copy of the signed purchase agreement is attached.**
- () I hereby apply for approval to **LEASE**(Street Address)_____ Unit # _____, in Jasper at Sapphire Lakes, a Condominium, for the period beginning _____20__ and ending _____20___. This unit must not be leased for less than thirty (30) days. **A copy of the signed lease is attached.**

Note: Application must be submitted, along with a **\$100.00 Processing Fee** (payable in 2 checks: **\$50.00** to Resort Management, and **\$50.00** to Jasper at Sapphire Lakes). For sales only, a **\$50.00 Estoppel Fee** (payable to Resort Management) and a **\$75.00 Certificate of Approval** fee (payable to Resort Management) is also needed. **JASPER AT SAPPHIRE LAKES REQUIRES AT LEAST 30 DAYS FOR APPROVAL OF SALE AND LEASE APPLICATIONS.**

In order to facilitate consideration of this application. I represent that the following information is factual and correct, and agree that any falsification or misrepresentation in this application will justify its disapproval. I consent to your further inquiry concerning this application, particularly of the references given below.

Current Owner(s) Name: _____

PLEASE TYPE OR PRINT LEGIBLY THE FOLLOWING INFORMATION

1. Full Name of Applicant: _____
2. Full Name of Spouse: _____
3. Home Address: _____ City: _____ State: _____ Zip: _____
Home Phone #: (____) _____ Business Phone # (____) _____
Email address: _____
4. Nature of Business / Profession: _____
If Retired, Former Business/ Profession: _____
5. Company or Firm Name: _____
6. Business Address: _____ City: _____ State: _____ Zip: _____
7. The Documents for the above unit restrict use to single-family residences. Please state Names and ages of all those who will occupy unit.
Name: _____ Age: _____
Name: _____ Age: _____
8. Name of current or most recent landlord: _____
Address: _____
City: _____ State: _____ Zip: _____ Phone: (____) _____ - _____
9. Two Personal references **not related to applicant** (local if possible)
Name: _____ Phone: (____) _____ - _____
Address: _____ City: _____ State: _____ Zip: _____

Name: _____ Phone: (____) _____ - _____
Address: _____ City: _____ State: _____ Zip: _____

10. Two Credit references (local if possible)

Name: _____ Phone #: (____) _____ - _____

Address: _____ City: _____ State: _____ Zip: _____

Name: _____ Phone #: (____) _____ - _____

Address: _____ City: _____ State: _____ Zip: _____

11. Person to be notified in case of Emergency:

Name: _____ Phone #: _____

Address: _____ City: _____ State: _____ Zip: _____

12. Vehicles to be kept at the Condominium: (max of 2 per unit)

Make/Model: _____ Year: _____ License Plate # _____ State: _____

Make/Model: _____ Year: _____ License Plate # _____ State: _____

13. Mailing Address for Notices Connected with this Application, and future mailings:

Name: _____ Phone #: _____

Address: _____ City: _____ State: _____ Zip: _____

14. If this transaction is a Sale, please check one of the following:

I am purchasing this unit with the intention to:

Reside here on a full-time basis

Reside here part-time

Lease the Unit

I (we) will provide the Association with a **copy of our recorded deed within (10) days after closing.**

15. I am aware of, and agree to abide by the Declaration of Condominium for Jasper at Sapphire Lakes, the Articles of Incorporation, By-Laws and any and all properly promulgated rules and regulations. I acknowledge receipt of a copy of the Association rules.

16. I understand and agree that the Association, in the event it approves the lease, is authorized to act as the owner's agent, with full power and authority to take whatever action may be required, including eviction, to prevent violations by lessees and their guests, of provisions of the Declaration of Condominium of Jasper at Sapphire Lakes, The Association's By-Laws, and the Rules and Regulations of the Association.

RENTERS ARE NOT ALLOWED TO HAVE PETS

AUTHORIZATION: I/We hereby authorize Resort Management, Inc., and/or Jasper at Sapphire Lakes Association, to verify all information contained on the application.

Dated: _____

Applicant

Applicant

NO APPLICATION WILL BE APPROVED UNLESS COMPLETELY AND CORRECTLY FILLED OUT, AND HAVE A COPY OF THE SALE OR LEASE AGREEMENT ATTACHED.

Application Approved

Disapproved

Date: _____ By: _____
Board of Directors Title

**JASPER AT SAPPHIRE LAKES
CONDOMINIUM ASSOCIATION, INC.**

**Acknowledgement and Agreement
Of Condominium Documents**

I (We) have received and agree to abide by the Declaration of Condominium, Articles of Incorporation, By-Laws and any and all properly promulgated Rules & Regulations in effect during the term of my (our) occupancy (ownership). I (We) acknowledge all of these documents are available for inspection during regular business hours at the Association Property Managers Office: Resort Management 2685 Horseshoe Dr. S. #215 Naples, FL 34104.

I (We) understand and agree that the Association is authorized to act with full power and authority to take whatever action may be required, including eviction, to prevent violations of provisions to the Declaration of Condominium, the Associations By-Laws, the Florida Association Act, or the Rules & Regulations of the Association.

APPLICANT SIGNATURE

DATE

APPLICANT'S SIGNATURE

DATE

APPROVED

DISAPPROVED

BOARD OF DIRECTORS

DATE

JASPER AT SAPPHIRE LAKES
CONDOMINIUM ASSOCIATION, INC.
C/O RESORT MANAGEMENT 2685 HORSESHOE DR. S. #215
NAPLES, FL 34104

GUEST REGISTRATION

A completed copy of this form must be received, by Resort Management, no later than **one week** before the arrival of non-paying guests, who will occupy a unit in the absence of the owner. Mail or Fax (239) 403-1061 to Resort Management.

Note: Guests are prohibited from having pets on the property. Only REGISTERED guests may occupy the unit, they are not to invite others to occupy the unit.

Please type or print legibly the following information

Unit No. _____
Date of Arrival _____ Date of Departure _____

Names of All Guests: _____

Owner's Name: _____ Phone: _____
Address: _____ City _____ State _____ Zip _____

Phone Number Guest can be reached at: _____
Person to Contact in case of EMERGENCY: _____
Address: _____ Phone: _____

Vehicles to be kept on Property during Occupancy:
Make/Model _____ Year _____ Lic. # _____ State _____
Make/Model _____ Year _____ Lic. # _____ State _____

Relationship of Guest to Owner: _____

By signing below I/We acknowledge that I/We have read and agree to comply with the Rules and Regulations of JASPER at Sapphire Lakes. I/We also acknowledge the right of the Association to ask us to vacate the premises should any violations of these Rules and Regulations occur.

Date Guest Signature Guest Signature

As Owner I take full responsibility for my Guests _____
Owner's Signature

SAPPHIRE LAKES MASTER ASSOCIATION, INC.

RULES AND REGULATIONS

JANUARY 1, 2011

The Rules and Regulations hereinafter enumerated as to the Master Association Common Property and all Recreational Properties and the Units shall apply to and be binding upon all Owners. All Owners shall, at all times, abide by these Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless the waiver, consent or approval is specifically set forth, in writing, by the Board of Directors. The terms set forth herein shall be defined in the Declaration of Covenants and Restrictions for Sapphire Lakes.

THE MASTER ASSOCIATION RULES AND REGULATIONS ARE AS FOLLOWS

1. RULES AND REGULATIONS:

- A. **Property Manager to maintain a file with all of the violations by building and unit number.** Unresolved violations shall be documented and reported, in writing, to the Rules/Regulations Infractions Committee according to the Florida Statutes and the Sapphire Lakes Governing Documents.
- B. The Property Manager will notify the violating Owner in writing of the violation.
- C. **Disagreements concerning all violations will be presented to and be judged by the Infractions Committee as outlined in point 18 Enforcement.**
- D. Owners are responsible for compliance by their family members, guests, invitees, employees, agents, tenants and lessees with these Rules and Regulations.

Exhibit "C" to Amended and Restated
Master Declaration of Covenants and Restrictions
(Rules and Regulations)

2. RECREATIONAL FACILITIES:

The Master Association Common Property, Recreational Properties, and the improvements constructed thereon, are for the exclusive use of Owners of Units and their respective family members, guests, employees, tenants, lessees, agents and invitees. Guests of any Owner shall be permitted to use the Recreational Facilities in accordance with these Rules and Regulations and with proper identification. Any damage to the Recreational Properties and/or to the improvements constructed thereon, caused by any Owner or his family members, guests, tenants, lessees, employees, agents or invitees shall be repaired at the expense of the responsible unit owner.

3. DESTRUCTION OF PROPERTY:

Neither Owners, nor their family members, guests, servants, tenants, lessees, agents and/or invitees shall mark, mar, damage, destroy, deface or engrave any portion of the Master Association Properties. Owners shall be financially responsible for any such damage.

4. BICYCLES, TRICYCLES, GO-PEDS, AND PERSONAL GOLF CARTS:

A. Shall not be permitted on the tennis courts, bocce courts, inside any pool facility or in any of the "Natural Areas".

B. Shall be placed or stored in the designated areas such as bicycle racks or garages.

C. Bicycles, tricycles, Go-Peds and personal golf carts that are abandoned or in disrepair, on the Common Areas, will be disposed of within (30) days following the posting of a written notice by the Property Manager.

D. Seasonal owners shall store bicycles inside the condo or garage prior to leaving for an extended stay.

5. ATTIRE:

Owners and their respective family members, guests, tenants, lessees, employees, agents and invitees shall not appear in or use the Recreational Facilities except in appropriate attire including shirts, shorts, pants and footwear that would be acceptable at any public recreation facility.

6. ROLLER SKATES AND SKATEBOARDS:

Roller skates, inline skates and skateboards shall not be permitted on tennis courts, bocce courts or in any pool facilities. Anyone using this type of equipment will give the "right of way" to all pedestrians. The sidewalks and streets shall not be obstructed.

7. SOLICITATION:

There shall be no solicitations, including garage sales, estate sales by any person anywhere within the Sapphire Lakes Community for any cause, charity, religious contacts, political endorsements or for any other purpose whatsoever, unless specifically authorized by the Board of Directors.

8. SWIMMING POOLS:

Owners and their respective family members, guests, employees, tenants, lessees, agents and invitees using any swimming pool do so at their own risk and must obey the posted swimming pool rules. Children, twelve years of age and under, using any swimming pool, must be accompanied and supervised by a parent or other responsible person sixteen years of age or older.

The following basic rules apply to all persons using any swimming pool:

- A. Swimming is permitted only between the hours of dawn and dusk. This is according to the Collier County code for our particular pool area layout and lighting conditions.
- B. All persons using any swimming pool must be appropriately attired. Changing clothes must take place in the appropriate restroom.
- C. No unit owner, family member, guests, employees, tenants, lessees, agents, or invitees may reserve or have exclusive use of any pool or recreation facility at any time.
- D. All persons shall shower before entering any swimming pool.
- E. Pool safety equipment and cables should be kept in place and are not to be used, except for their intended purposes.

- F. Pneumatic floats or other items of a similar nature, other than swimming aids, are not permitted in any swimming pool.
- G. Pets are not permitted in the swimming pool areas.
- H. Running, jumping, skating, bicycling or throwing any kind of item or any other activity that creates a danger or annoyance in the general swimming pool area is prohibited.
- I. Food or drink is prohibited in the pools and on the wet deck area. The wet deck area is defined as the four foot wide unobstructed pool deck around the outside of the pool water perimeter, curb, ladders, and handrails as defined in the Florida Code 64-E-9_004. Glass containers are strictly prohibited in the fenced areas of pools.
- J. If suntan oil is used, a beach towel must be used to cover pool and patio furniture. Oils, body lotions and minerals are prohibited in the pool.
- K. Incontinent persons and infants not yet potty trained, must wear pants especially designed for use in the water, such as Huggies, Little Swimmers or a diaper and plastic pants while in any pool.
- L. Audio equipment/radios with headphones/earphones only may be used in the pool areas except for Master Board approved functions.

M. Pool Key Policy:

1. First key is free and a second key can be obtained with a deposit of \$15.00. Make checks out to Sapphire Lakes Master Association, no cash.
2. If a second key is needed after obtaining your first key, you must show your first key, before the second key can be purchased.
3. A lost key is \$15.00 each and is non-refundable, unless lost key is found.
4. An owner has to sign for and pick up the key.
5. When a unit is sold, the seller is required to give only one key to the buyer. The seller can give the buyer both keys, if they wish, or they can return the second key to Sapphire Lakes for a refund.

**Exhibit "C" to Amended and Restated
Master Declaration of Covenants and Restrictions
(Rules and Regulations)**

9. TENNIS COURTS:

- A. Tennis courts are for tennis play only.
- B. Playing on any tennis court constructed as part of the Recreational Facilities is permitted between dawn and dusk.
- C. No one twelve (12) years of age and under shall be permitted to use any tennis court unless accompanied by a parent or other responsible person sixteen (16) years of age or older.
- D. Tennis shoes or sneakers must be used on all tennis courts at all times.
- E. All tennis courts must be left clean by the players upon completion of play.
- F. Unit owners wishing to establish a tournament on any one day must register the names of all non-residents with the Property Manager and determine if the courts are available at least twenty-four (24) hours prior to the start of the competition.

10. LAKES:

- A. Fishing is permitted by residents and guests.
- B. Children twelve (12) years of age and under must be accompanied by another person sixteen (16) years of age or older when fishing in the lakes.
- C. No swimming, inflatable rafts or boating is permitted in the lakes.
- D. Any use of a lake is at the individual's own risk.

11. MOTOR VEHICLES:

- A1. No motor vehicle belonging to an Owner and/or the family members, guests, employees, tenants, lessees, agents and invitees shall be parked in such a manner as to impede or prevent access to another Owner's assigned parking space.

A2. Owners and their respective family members, guests, employees, tenants, lessees, agents and invitees shall obey the parking regulations posted at the private streets, parking areas and drives, and any other future traffic regulations enacted for the safety, comfort and convenience of the Owners. **Failure to comply may be cause for the vehicle to be towed at the owner's expense.**

A3. A motor vehicle, that is unable to operate on its own power, will not be permitted to remain within the Sapphire Lakes Community for more than twenty-four (24) hours, and no repair of motor vehicles, except for emergency repairs, shall be made within the Sapphire Lakes Community. **Any damage to concrete or black top caused by leaks such as gas or oil from a vehicle is the responsibility of the unit owner to clean up or repair at their own expense.**

A4. Washing and waxing of motor vehicles shall be limited to such areas, if any, designated by the Master Association.

A5. Washing of boats shall be limited to the designated area at the tennis courts.

B1. Each parking space which is assigned to a particular unit may be used only by the Owner of such Unit, except when the Owner has given written permission for use by a family member, guests, employee, tenant, lessee, agent and/or invitee of such Owner. All vehicles shall be parked within the painted lines and pulled up close to the bumper. As a security measure, all automobile doors should be locked. Identification stickers issued by the Board of Directors shall be displayed on the left rear bumper of all vehicles.

B2. Sapphire Lakes parking stickers are required for all vehicles parked overnight on the property. Permanent stickers for all owners/annual renters must be displayed on the driver side (rear bumper or rear window) of the vehicle. Temporary stickers for short term guests/seasonal renters must be displayed inside the driver side rear window of the vehicle. Parking stickers can be obtained from the Master Association Property Manager.

C1. No commercial vehicle owned or driven by an Owner shall be parked within the Sapphire Lakes Community for longer than the necessary time to perform a delivery or work for an occupant or unit owner in Sapphire Lakes and in no case will a commercial vehicle be parked after 8:00 PM unless there is an emergency or with prior approval of the Board of Directors. **Violators will receive one warning to correct or appeal. After 48 hours a second violation will be written giving cause for the towing of the vehicle at the unit owner's expense.**

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(Rules and Regulations)**

C2. No boat trailer, camper, mobile home or like vehicle shall be left or stored within the Sapphire Lakes Community except within the confines of a garage. No vehicle, motor home, trailer or boat shall be **inhabited while parked on the property**. A unit owner may hook up electricity to a vehicle, recreational vehicle, trailer or boat provided the electricity is provided at the unit owner's expense and does not endanger other unit owners, guests, invitees, employees or lessees in the area.

D. No motor vehicle of any kind may be parked overnight on any street in Sapphire Lakes. No motor vehicle of any kind may be parked on the grass. **Violators will receive one warning to correct or appeal. After 24 hours a second violation will be written giving cause for the towing of the vehicle at the unit owner's expense.**

E. Unit owners loading or unloading recreational vehicles will be permitted a maximum of up to forty-eight (48) hours with notification and approval of the Property Manager.

F. Motorcycles will be subject to the noise and nuisance Rules and Regulations as provided in paragraph 13-C below and must be parked in designated parking spaces or in garages/carports.

G. Unlicensed, disabled and/or expired tagged vehicles parked on the Common Property shall be removed or updated within thirty (30) days or the vehicle may be towed at the Owner's expense.

H. A unit owner may give written permission to another party to use their "assigned" parking space i.e., carport, garage or the driveway in front of their coach/carrriage home or villa. A copy of the letter, including the contact information, should also be given to the Sapphire Lakes Property Manager in case a question arises as to ownership. No one can assume a "personal right" to use or assign any parking space other than those assigned to the unit.

FAILURE TO COMPLY WITH THE ABOVE MOTOR VEHICLE REGULATIONS WILL RESULT IN THE FOLLOWING:

1. First Violation: Property Manager will issue a Violation Notice giving unit owner/guest 24 to 48 hours to correct.

2. Second Violation of the same nature: Vehicle will be towed at the owner's expense. As mentioned in point one, page one the Property Manager is to maintain a file on all of the Violations by building and by unit number.

Exhibit "C" to Amended and Restated
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12. PETS:

- A. **It is a Collier County regulation that all dogs/cats must be leashed.** Unit owners, visiting family members, guests, employees, tenants, lessees, agents and invitees are permitted to walk their pet on the Common Property, except for the courtyards, provided that the pet is on a hand held leash no more than six (6) feet in length and the person walking the pet removes and cleans any area where the pet leaves excrement and disposes of droppings properly. Pet waste should be placed in a sealed plastic bag and placed in the dumpster. Pets shall be kept under such care and restraint as not to be obnoxious on account of noise, odor, or unsanitary conditions. No owner/resident shall be permitted to maintain in his/her/their property any animal of a violent temperament or which exhibits aggressive behavior.
- B. Feeding of wild or stray animals, (cats, birds, ducks, geese, alligators, etc.) is not permitted anywhere or at anytime within the Sapphire Lakes community.
- C. Any person who causes or permits any animal to be brought or kept on Common Property shall indemnify and hold harmless the Master Association for any loss, damage or liability which the Master Association may sustain as a result of the presence of such animal on the Master Association Common Property and shall be assessed the costs for damage caused to the Common Property by any pet.
- D. Pets are not allowed within any of the areas of the four fenced pools.
- E. **NO PETS/ANIMALS OVER 30 POUNDS ARE PERMITTED ON SAPPHIRE LAKES GROUNDS AT ANY TIME. CURRENT ASSOCIATION APPROVED PETS ARE GRANDFATHERED.**
- F. Dog barking will be subject to the Noise and Nuisance Rules and Regulations. Failure to keep the pet under control is cause for barring the pet from the community.

13. UNIT OWNER RESPONSIBILITIES:

- A. Children shall be the direct responsibility of their parents or legal guardians who must supervise them while they are within the Common Property. Full compliance with these Rules and Regulations and all other rules and regulations of the Master Association shall be required of children. Playing shall not be permitted on walkways or parking lots and

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loud noises will not be tolerated. Playground equipment, picnic tables, toys, sports equipment or other personal property are not permitted overnight on the Common Property outside of the designated recreation/playground areas. Playground activities should be confined to the designated recreation areas. Any damage caused to the landscaped area will be the responsibility of the parents.

- B. No flammable, combustible, explosive fluids or chemical substances may be kept on the Common Property. The Rules and Regulations based on the Golden Gate Fire Department Regulations under Collier County Ordinances 2002-49 are as follows:
1. Individually owned gas barbeques and charcoal barbeques may be stored in **DETACHED GARAGES** and in the **ATTACHED GARAGES** of **TWO UNIT** buildings i.e. villas.
 2. Only barbeques with one (1) pound propane tanks may be stored in the attached garages of **FOUR (4)** unit buildings. No gas or charcoal grills are permitted on lanais.
 3. Electric barbeques may be **stored** in all garages and on lanais.
 4. Cooking on propane and charcoal barbeques must be a minimum of 10 feet from any building.

Barbeques of any kind are not permitted on the Sapphire Lakes Common Property overnight, with the following exception: The Board of Directors may approve, gas, charcoal and electric barbeques to be stored and used on a permanent basis in the recreational areas on the Common Property.

- C. **NOISE AND NUISANCE**: No unit owner shall make disturbing noises on the Common Property or permit his family, employees, agents, tenants, lessees, visitors or invitees to do so. In particular, no unit owner shall play or permit to be played on the Common Property any musical instrument, phonograph, stereo, television, radio or the like in any way that unreasonably disturbs or annoys other unit owners or residents. Pets and motorcycles are also regulated by this rule.
- D1. No signs, advertisements, notices, or lettering may be exhibited, inscribed, painted or affixed in or on any part of the Common Property. Additionally, no awning, canopy, shutter, air conditioning unit or other projection, shall be attached to, hung, displayed or placed on outside walls, doors, balconies, windows or roofs or other parts of the building or on the Common Property.

- D2. "For Sale" signs shall not be permitted on, or in the windows of, vehicles in the Common Property area.
- D3. Displays of the American Flag on the Common Property shall be in accordance with the Florida Statutes.
- D4. Real estate signs displayed for directions to an "Open House" may only be posted on the day of the open house and may not remain overnight. No "For Sale" or "For Rent" signs may be displayed on any structure or home in Sapphire Lakes. No signage may be visible, on the common elements, from any condo or garage.
- E. No exterior antennae shall be permitted on the Common Property except as authorized in writing by the Board of Directors.
- F. Lawn furniture, including tables, barbecues, hammocks, playground equipment, sporting equipment, toys and other personal property are not permitted on the Common Property overnight, except in the recreation areas or as specifically approved by the Board of Directors.
- G. Unit owners must provide keys to the Master Association Property Management Firm for the Master Association Garages. Failure to do so may result in the unit owner being charged for the emergency services of a locksmith.
- H. Trash containers must be stored in the unit owner's garage and not on the Common Property, except for the day(s) when the trash is to be picked up. Trash containers may be placed at the curb at 6:00 PM the night before and must be removed by 6:00 PM on the day of the trash pick up. For those unit owners using dumpsters on the Common Property:
 - 1. Garbage shall be placed in sealed, non-leaking plastic bags.
 - 2. All cardboard boxes shall be broken down so as to be flat. The flattened cardboard may be placed between the recycle bins so as not to blow away, or they may be placed in the dumpster.
 - 3. Garden waste/plant debris shall be piled or bagged and placed along the roadway for pickup.
 - 4. All unit owners are encouraged to use the recycle bins.

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5. Unit owners must retain the services of an outside entity to dispose of large unwanted items, i.e., mattresses, water heaters and furniture. Do not place these items outside of the dumpster containers.
- I. Holiday decorations are permitted on the Common Property from Thanksgiving through January 6 of the following year.

14. LANDSCAPING:

- A. Landscaping, including grass, trees, shrubs and plantings on the Common Property, except as noted in 14 B. are maintained by the Master Association. Areas directly around each association will be supervised for the Master, by each individual Association President, within their area, as outlined in the policy approved by the Master Board on November 14, 2007. No alterations or modifications to the existing landscaping, by individual unit owners, are permitted without the approval of the Association President in conjunction with the Master Board.
- B. Individual unit owners may install plantings on the Common Property at their own expense, but only in areas already having plantings (no removal of grass) and only with the prior written approval of the Association President using the planting guidelines established by the Grounds Committee. A copy of the plans must be given to the Master Board and the Grounds Committee as a matter of record. Maintenance of such plantings is the responsibility of the unit owner.
- C. Prior to the resale of the unit owner's unit, the seller must have an agreement in writing that the buyer will maintain the plantings installed by the seller or the seller must remove the plantings prior to vacating the premises. The unit owner of record will be held financially liable for removing the existing plants if the buyer does not agree in writing to maintain them. The closing of the sale of property could be delayed.

15. ALTERATIONS:

- A. No exterior or structural modifications to any building on the Common Property may be made by a unit owner until plans have been submitted to the Board of Directors, meet the County Code, and have been approved in writing. The unit owner shall be responsible for all costs and for any damage to other units or to the Master Association Common Property resulting from such alterations, including the cost of returning the property to its original configuration.

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- B. HURRICANE SHUTTERS: The installation of hurricane shutters is regulated by the documents of the fifteen individual associations comprising the Sapphire Lakes Master Association. Hurricane shutter specifications shall include the color, style and other factors deemed relevant by the Board but must comply with the applicable building code.

16. STORAGE:

The Common Property of the Master Association, except for garages or other areas specifically designated for such purposes, shall not be used for storage of supplies or other personal property of the unit owners or individual Member Associations.

17. GATE ACCESS POLICY

1. Each unit was initially entitled to 2 free bar codes and 2 free access cards when the gate was first installed. New owners will receive free items if the previous owners did not pick up all of the free items assigned to that unit.
2. **Once the 2 free initial items of each unit are given out, additional items may be purchased at the gatehouse for \$15.00 each. Note: Owners who are delinquent on their maintenance fees will have their Bar Codes removed from the system until their fees are current. Delinquent owners' Access Cards will remain active.**
3. Residents may be asked to show a valid driver's license or Florida ID, and/or valid vehicle registration in order to obtain entry access items.
4. All renters will need to be approved by their individual association and Property Management Company in order to acquire gate access items.
5. Association Presidents will be notified 30 days before annual leases expire. All bar codes and access cards of renters will be deleted from the system once the renters have moved out of Sapphire Lakes.
6. The phone keypad entry system **will** function no matter if you have a land line, internet, or cell phone, including out of state long distance and Canadian service.
7. NO permanent keypad codes will be given to any resident.
8. Unit owners will be responsible to get individual vendors into the property, either by the phone keypad, by a neighbor/condo service, or by temporarily lending an access card to your vendor. The Property Manager is not allowed to let individual visitors or vendors into the property.
9. The pedestrian walk-in gate will open with a 4 digit code. The code will be changed whenever it is considered necessary by the Board. Owners will be notified of any change in the code in their quarterly billing. Owners who rent their units will need to inform their renters of the walk-in gate code.

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10. All bar codes will be applied to the vehicle at the time of registration. Also, all vehicles are required to exhibit a free Sapphire Lakes parking sticker. Seasonal renters can purchase vehicle bar codes and access cards for a cost of \$15.00 each. These will only be valid for the rental period on the approved lease.
11. Bar codes or swipe cards will **NOT** be sent to anyone.
12. New owners without entry access items, or owners who have lost their cards, can call or e-mail the Property Manager to receive a temporary entry code.
13. Please notify the Property Manager if you lose an access card or if your vehicle is sold. Those individual items will be de-activated from the system.
14. Licensed Realtors who provide a signed listing agreement in Sapphire Lakes can get an 8:00 AM – 8:00 PM, 7 day a week code. For Open Houses, the gates will be open every Sunday from 1:00 PM – 4:00 PM.

NO cash or credit card sales - Personal Check or Money Order Only

**CHECKS SHOULD BE MADE PAYABLE TO:
SAPPHIRE LAKES MASTER ASSOCIATION
OFFICE 239-353-2465
sapphiremaster@embarqmail.com**

18. ENFORCEMENT:

Failure of an Owner to comply with these Rules and Regulations shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof. The Master Association shall have the right to suspend voting rights and the use of recreational facilities in the event of failure to comply. In addition to all other remedies, in the sole discretion of the Board of Directors of the Master Association, a fine or fines may be imposed upon an Owner for failure of an Owner or his family members, guests, employees, tenants, lessees, agents or invitees to comply with any covenant, restriction, rule or regulation set forth herein or in the Declaration, or in the Articles of Incorporation or in the By-Laws, provided the following procedures are adhered to:

- A. Procedures - Procedures may include but are not limited to appropriate written notification to the Owner/resident in violation of non-compliance with a time period for compliance to occur. The levying of a fine for non-compliance and/or appropriate legal action including towing the vehicle at owner's expense will be in accordance with Florida Statutes.

**Exhibit "C" to Amended and Restated
Master Declaration of Covenants and Restrictions
(Rules and Regulations)**

- B. Hearing - Any owner/resident has the right to request a hearing before the Board's Rules and Regulation Infractions Committee in order to seek resolution to the alleged non-compliance.
- C. Authority - This Enforcement Policy shall comply with the provisions of the Florida Condominium Act, Chapter 718, Florida Statutes, and the Master Association's Governing Documents.
- D. VIOLATION LETTER – When a notification of a violation is received, the Sapphire Lakes Property Manager will determine if it is a valid complaint. If so, a letter will be sent informing the homeowner of the violation. The letter will also describe the amount of the potential fine/description of sanction if any and a deadline date when the violation must be corrected. If the homeowner decides to correct the violation, he/she should notify the Property Manager, in writing, indicating the date that the violation has been corrected. The Property Manager will verify that the correction has been made and that it is satisfactory.
- E. HEARING PROCESS – The Sapphire Lakes Infraction Committee is comprised of unit owners who will be responsible for holding a formal hearing with a homeowner who has been notified of a violation of the Sapphire Lakes Rules & Regulations. The party against whom the fine is sought to be levied shall be afforded an opportunity for a hearing after reasonable notice of not less than fourteen (14) days. The homeowner may submit a written request to the Property Manager for a hearing before the Infractions Committee within the time period specified in the violation letter. Failure to do so will forfeit the right to a hearing.

The Infractions Committee will then meet for this hearing with the homeowner present. If the Committee does not agree with the fine, the fine may not be levied. After the hearing, the Infractions Committee will direct the Property Manager to notify the homeowner of the Infractions Committee decision.

No fine will become a lien against a unit. No fine may exceed \$100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1000.00. For a first-time violation homeowner compliance by the deadline date will stop the fine process, but still might require payment of damages (if applicable). For repetitive violations of the same nature, a fine may be imposed immediately, as well as damages. If the violation is corrected for a period of time and the same/similar violation reoccurs, the fine will be levied for each daily occurrence (maximum of \$1000.00) without going through the procedural and appeals steps listed above.

**Exhibit "C" to Amended and Restated
Master Declaration of Covenants and Restrictions
(Rules and Regulations)**

The payment of fines shall be the ultimate responsibility of the unit owner, even when the violations for which fines have been levied arise out of the conduct of family members, guests, occupants, licensees, invitees and tenants.

LEGAL ISSUE – If the fine is not paid in the allotted time period, the Board will authorize the association attorney to pursue civil action. The association may take the violator to court and ask the court to enforce the fine. If the judgment is in favor of the association, the total amount of the fine plus attorney fees may be awarded.

If a unit owner is delinquent in the payment of maintenance fees or assessments a lien may be placed against the property resulting in a possible foreclosure.

The foregoing Rules and Regulations are designed to protect the Sapphire Lakes Unit Owners and to make living in our community more pleasant and comfortable for everyone.

The restrictions imposed are for the mutual benefit of all.

SAPPHIRE LAKES MASTER ASSOCIATION, INC.

By: Robert W. Foster

Robert W. Foster

Title: President, Sapphire Lakes Master Assoc.

Date: 11/17/2010

Exhibit "C" to Amended and Restated
Master Declaration of Covenants and Restrictions
(Rules and Regulations)

JASPER AT SAPPHIRE LAKES

2014 APPROVED BUDGET

DATE: 12/4/13

1/11/14-12/31/14

EXPENSES		OTHER	
GENERAL ADMINISTRATIVE		9510 Reserve Fund Contribution	4,310.00
7120 Annual Fees & Licenses	62.00	SUBTOTAL	\$ 4,310.00
7125 Fees Payable to Division	150.00	TOTAL	\$ 163,746.00
7130 Insurance - Liability/Property	37,000.00		
7145 Office Supplies/Postage	1,200.00		
7150 Appraisal	310.00		
7160 Accounting /Legal	500.00		
7168 Legal Fees-Collections	1,000.00		
7170 Bad Debt/ Unit Foreclosure	13,500.00		
7210 Management Services	3,338.00		
7250 Master Association	50,963.00		
SUBTOTAL	\$ 108,023.00		
UTILITIES			
8010 Electric	1,150.00		
8040 Water & Sewer	28,000.00		
8070 Cable TV	16,433.00		
SUBTOTAL	\$ 45,583.00		
MAINTENANCE & REPAIR			
8330 Plantings-Master	540.00		
8410 Building Mtce & Repair	1,500.00		
8420 Building Supplies	100.00		
8430 Janitorial	1,500.00		
8450 Pest Control	1,890.00		
SUBTOTAL	\$ 5,530.00		
MAJOR MECHANICAL			
8720 Fire Alarms/Extinguishers	300.00		
SUBTOTAL	\$ 300.00		
		INCOME	
		6520 Association Dues	159,984.00
		6640 Landscape Credit From Master	540.00
		6720 Carryover	3,222.00
		TOTAL	\$ 163,746.00
		NUMBER OF UNITS	36
		QTRLY FEE W/TRASH (12 UNITS)	\$ 1,131.00
		QTRLY FEE W/O TRASH (24 UNITS)	\$ 1,101.00

**JASPER AT SAPPHIRE LAKES CONDOMINIUM ASSOCIATION
2014 APPROVED RESERVE PLAN**

1/1/14-12/31/14

DATE: 12/4/13

Description	Est Life	Est Remain Life	Est Replace Cost	12/31/2012 Fund Balance	2013 Contrib	2013 Expend	12/31/13 Est Balance	2014 Full Fund Contrib
Painting	7	3	34,000.00	26,997.46	1,751.00	-	28,748.46	1,751.00
Roofs	50	37	126,000.00	28,750.10	2,559.00	-	31,309.10	2,559.00
Door Replacement	10	0	1,096.00	-	1,096.00	-	1,096.00	-
Unallocated Int				461.59	65.00	-	526.59	
Total			\$ 161,096.00	\$ 56,209.15	\$ 5,471.00	\$ -	\$ 61,680.15	\$ 4,310.00

Reserve replacement costs and estimated remaining useful lives are projections based on estimates and current industry standards. Even if the Association is currently fully funding the reserves, the accumulated amounts may not be adequate to meet all future repairs and replacements. If additional funds are needed the Association has the right to increase regular assessments, levy special assessments, borrow or delay repairs and replacements until funds are available.