

SPINEL AT SAPPHIRE LAKES Condominium Association, Inc.

C/o Resort Management 2685 Horseshoe Dr. South, Suite #215, Naples, FL 34104
Phone: (239) 649-5526 Fax: (239) 403-1061

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 Spinel at Sapphire Lakes, a Condominium, and for membership in the Association. **A complete copy of the signed purchase agreement, application fee, and a \$75.00 Certificate of Approval of Sale fee (payable to Resort Management) are attached.**

() I hereby apply for approval to LEASE(Street Address)_____ Unit # _____, in Spinel 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 or more than three (3) times per year. **A copy of the signed lease is attached.**

Note: Application must be submitted, along with the processing fee of **\$150 for sales or leases (payable in 2 checks: \$75.00 to Resort Management and \$75.00 to Spinel of Sapphire Lakes). SPINEL 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.

Owner Name (s): _____

PLEASE TYPE OR PRINT LEGIBLY THE FOLLOWING INFORMATION

1. Full Name of Applicant: _____

2. Full Name of Spouse and/or Other Tenant: _____

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 Condominium Documents of Spinel restrict use, of the units, to single family residences. Please state name, relationship and age of all other persons who will be occupying the unit.

Name: _____ Relationship: _____ Age: _____

Name: _____ Relationship: _____ Age: _____

8. Name of current or most recent landlord: _____

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

Phone: (____) _____ - _____ Ownership: How Long _____ Rented: How Long _____

9. Two Personal references **not related to applicant** (local if possible)

COMPLETE ATTACHED CHARACTER REFERENCE FORMS & RETURN WITH COMPLETED APPLICATION

10. Person to be notified in case of Emergency:

Name: _____ Phone #: _____

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

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

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

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

No Commercial Vehicles -owned, leased or operated by a lessee or their guests are allowed to be parked on common grounds. **All Vehicles Must Have Sapphire Lakes Decal.**

12. Mailing Address for Notices Connected with this Property:

Name: _____ Phone #: _____

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

13. 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.**

14. I am aware of, and agree to abide by the Declaration of Condominium for Spinel at Sapphire Lakes, a Condominium, 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.

15. 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 Spinel at Sapphire Lakes, the Association's By-Laws and the Rules and Regulations of the Association.

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

COLLECTION OF RENT FROM TENANTS ON DELINQUENT UNITS: THE ASSOCIATION MAY COLLECT RENT DIRECTLY FROM A TENANT OF A UNIT IF THE UNIT OCCUPIED BY THE TENANT IS DELINQUENT IN PAYMENT OF ASSESSMENTS IN EXCESS OF THIRTY (30) DAYS. ANY RENT MONEY COLLECTED BY THE ASSOCIATION SHALL BE USED TO OFFSET THE ASSESSMENTS NOT BEING PAID. ANY REMAINING RENT MONEY SHALL BE REMITTED TO THE OWNER ONLY WHEN THE OWNER BECOMES CURRENT IN THE CHARGES OR ASSESSMENTS.

Dated: _____

Applicant

Applicant

RENTERS ARE NOT ALLOWED TO HAVE PETS

**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: _____ Title _____
Board of Directors

SPINEL AT SAPPHIRE LAKES

C/O RESORT MANAGEMENT
2685 South Horseshoe Drive, Ste. #215
Naples, FL 34104
Ph. (239) 649-5526 Fax: (239) 403-1061

Character Reference Form

To Whom It May Concern:

The applicant(s) named below is/are applying for membership in the Spinel Condominium Association. The Board of Directors would appreciate it if you would furnish them with whatever information you consider pertinent regarding the character and stability of the applicant(s).

Upon completion, please give this form to the applicant. This completed Character Reference MUST be sent with the application in order for the Board to approve the purchase or lease. Thank you for your assistance in this matter.

Real Estate Coordinator
Resort Management

_____, 20____

Applicant(s) Name(s): _____

Reference's Name: _____

Address: _____ Phone: (_____) _____

City: _____ State: _____ Zip: _____

How do you know the applicant(s)? _____

For how long have you known applicant(s)? _____

In your opinion would the applicant make a good neighbor? _____

Please describe the applicant(s) character and stability, as you know them: _____

Reference's Signature

SPINEL AT SAPPHIRE LAKES

C/O RESORT MANAGEMENT
2685 South Horseshoe Drive, Ste. #215
Naples, FL 34104
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_____, 20____

Applicant(s) Name(s): _____

Reference's Name: _____

Address: _____ Phone: (____) _____

City: _____ State: _____ Zip: _____

How do you know the applicant(s)? _____

For how long have you known applicant(s)? _____

In your opinion would the applicant make a good neighbor? _____

Please describe the applicant(s) character and stability, as you know them: _____

Reference's Signature

**SPINEL 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

APPLICANTS SIGNATURE

DATE

APPROVED

DISAPPROVED

BOARD OF DIRECTORS

DATE

SPINEL @ Sapphire Lakes; TENANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF COLLIER

BEFORE ME, the undersigned authority, personally appeared _____ ("Tenant/Lessee"), who, being by me duly sworn, on oath deposes and says:

1. I have entered into a Lease Agreement with the owner of and regarding rental of a Unit _____ of _____ Condominium Association pursuant to the Declaration of the Condominium ("Declaration") recorded in Official Record Book 4444, Page 1505, of the Public Records of Collier County, Florida.

2. I will occupy the Unit pursuant to the Lease for the period from _____ to _____ and reside in it with the following persons and no others:

I will keep no pets in the Unit at any time and neither I nor those residing with me will sublease the Unit.

3. I have read and understand the Rules and Regulations, Articles of Incorporation and Bylaws of the **SPINEL** ("Association"), and the Declaration of Condominium of **SPINEL** and agree to abide by them.

4. I acknowledge and agree that the Documents, including the Declaration and the Association's Articles, Bylaws, and Rules and Regulations, are incorporated by reference into my Lease Agreement and that compliance with the Documents as they may be amended from time to time is required pursuant to the Lease Agreement. Failure to comply with the Documents will constitute a breach of the Lease Agreement and entitle the Lessor or his or her agent to terminate the Lease Agreement and proceed with those remedies as may be allowed by law. I specifically acknowledge that if I make any unlawful, improper or offensive use of the demised premises or if I fail to comply with the Documents, after due notice of any violation, the Association as the agent of the Lessor, has the right to take any action as provided for under state statutes. In the event the

Association is required to retain or obtain an attorney or take legal action by reason of my non-compliance with the provisions of the Documents, I agree to pay a reasonable attorney's fee, together with all costs and charges, incurred by the Association in connection.

5. I agree and covenant to indemnify the Association and do hereby release and hold it harmless from any and all liability regarding any action it takes in connection with enforcing its rights or the terms and conditions of the Declaration, the Articles, Bylaws, or the Rules and Regulations of the Association, or any other of the Documents.
6. **If the Lessor fails to timely pay any assessment due the Association, I have agreed with Lessor that the Association is authorized to collect my rent directly from and satisfy the amounts due the Association from that rent and to forward any balance to the Lessor. I have agreed to pay the rent directly to the Association on written demand.**
7. A copy of the demand letter from the Association for direct payment will be furnished to the Lessor. Demand will occur whenever Lessor fails to pay its obligation for assessments due to the Association within _____ days of its due date.

LESSEE:

Sworn to and subscribed before me this _____ day of _____.

(SEAL)

Notary Public

Print Name _____

My commission expires: _____

SPINEL AT SAPPHIRE LAKES

RULES AND REGULATIONS

FACILITIES:

Any damage to the buildings, recreation facilities or other common areas or equipment caused by any resident or his guests shall be repaired at the expense of the responsible unit owner.

PETS:

Except for fish, each unit owner may maintain two (2) household pets in a residential unit, to be limited to domestic dogs not to exceed thirty (30) pounds or domestic cats, or caged birds, or one (1) fish tank not to exceed 55 gallons, provided they are not kept, bred, or maintained for any commercial purpose and do not become a nuisance or annoyance to neighbors. No one other than a residential unit owner is permitted to keep any pets.

PARKING:

No motor vehicle belonging to an owner, tenant or guests shall be parked in such a manner as to impede or prevent access to another owner's assigned parking space. No motor vehicle which cannot operate on its own power shall remain within the Sapphire Lakes Community for more than twelve (12) hours and no repair of motor vehicles, except for emergency repairs, shall be made within the Sapphire Lakes Community. Washing and waxing of motor vehicles shall be limited to such areas, if any, designated by the Master Association for the cleaning of motor vehicles. 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, tenant or lessee.

No commercial vehicle owned or driven by an owner or tenant shall be parked within the Sapphire Lakes Community. No boat trailer, camper or like vehicle shall be left or stored within the Sapphire Lakes Community.

SWIMMING POOLS:

Owners and their respective family members, guests, tenants, lessees, using any swimming pool as part of the Recreation facilities do so at their own risk and obey the posted swimming pool rules. Children under fourteen (14) years of age using any swimming pool must be accompanied and supervised by a responsible adult. Swimming is permitted between the hours of 9:00 a.m. and 9:00 p.m.

BICYCLES:

Bicycles must be placed or stored in the designated exterior areas, if any.

ROLLER SHAKES, ROLLER BLADES, AND SKATE BOARDS:

These items shall not be permitted on common property parking lots, sidewalks or other common areas.

RULES AND REGULATIONS:

Owners are responsible for the compliance by their family members, guests and lessees with the Rules and Regulations above and any or all in the Condominium Documents.

RULES AND REGULATIONS
FOR
SPINEL AT SAPPHIRE LAKES CONDOMINIUM ASSOCIATION, INC.

The following Rules and Regulations supplement those contained in the Declaration of Condominium for Sapphire Lakes, a Condominium. They are applicable to all occupants of Residential Units as well as to Residential Unit Owners.

1. The entranceways, passages, vestibules, elevators, lobbies, halls and similar portions of the Common Elements shall be used only for ingress and egress to and from the Condominium Property. No carts, bicycles, carriages, chairs, tables or other similar objects shall be stored in them.
2. Each Unit Owner's personal property must be stored within the Unit or within garages, if any, assigned to the Unit.
3. The Common Elements shall not be obstructed, littered, defaced, or misused in any manner.
4. No articles shall be placed in the hallways or breezeways.
5. No articles except suitable furniture, plants and planters shall be placed on balconies, terraces, courtyards or similar areas.
6. Neither rugs, laundry nor any other article(s) shall be shaken or hung from windows, doors, balconies, terraces or exterior walls.
7. Garbage and other refuse shall be placed only in designated areas.
8. Pets shall not be permitted to become nuisances to Unit Owners or occupants of Units and are subject to removal from the Condominium at the discretion of the Board of Directors after a hearing conducted in the same manner as hearings for fines.
9. Pets, birds and fish shall neither be kept nor maintained in or about the Condominium Property except with the prior written consent of the Condominium Association and then only in accordance with the provisions of the Declaration and the following:
 - a. No dog or cat shall be permitted outside of its Owner's Unit unless attended by an adult and on a leash not more than six (6) feet long.
 - b. No more than two (2) small domestic birds may be kept in the Unit. No domestic birds of a variety which will omit sounds that can be heard in contiguous units may be kept by a Unit Owner in a Unit.

- c. No fish tanks may exceed 55 gallon capacity. A Unit owner shall be limited to one fish tank.
 - d. No one other than the Owner of a Residential Unit is permitted to keep any pets.
 - e. Pets are not permitted on any part of the Common Elements except when they are leashed and being walked or transported directly off the Condominium Property or directly to their Owner's Unit.
10. Employees of the Association are not to be engaged by Unit Owners for personal errands which are not within the scope of the applicable employee's duties. The Board of Directors, through a Management Company engaged by the Association, if any, shall be solely responsible for directing and supervising the Association's employees.
11. No Unit Owner shall make disturbing noises in the Building or permit his family, servants, employees, agents, visitors or licensees to do so. In particular, no Unit Owner shall play (or permit to be played in his Unit or on the Common Elements appurtenant to it) any musical instrument, phonograph, television, radio or the like in a way that unreasonably disturbs or annoys other Unit Owners or occupants.
12. With the exception of signs used or approved by the Developer, no signs, advertisements, notices or lettering may be exhibited, displayed inscribed, painted or affixed in, or on or upon any part of the Common Elements or any part of a Unit so as to be visible outside the Unit. Additionally, no awning, canopy, shutter, air-conditioning unit or other projection shall be attached to, hung, displayed or placed upon the outside walls, doors, balconies, windows, roof or other portions of the Building or on the Common Elements.
13. The Association may retain a pass-key to all Residential Units. A Residential Unit Owner who alters any lock, or installs any new lock, shall provide the Association with an additional new key.
14. No flammable, combustible or explosive fluids, chemicals or other substances may be kept in any Unit or on the Common Elements, except such as are normally used in small barbecues or for normal household purposes.
15. A Unit Owner who plans to be absent during the hurricane season must prepare his Unit prior to his departure by designating a responsible firm or individual to care for his Unit should the Unit suffer hurricane damage and furnishing the Association with the name(s) of that firm or individual.
16. Food and beverages may not be consumed on the Common Elements except as specifically permitted by the Board of Directors.

17. Curtains, drapes and other window coverings (including their linings) which face on exterior windows or glass doors of Units shall be white or off-white in color unless otherwise specifically approved by the Board of Directors.
18. No aluminum foil may be placed in any window or glass door of a Unit, and no reflective substance may be placed on any glass in a Unit except a substance previously approved by the Board of Directors for energy conservation purposes.
19. No exterior antennae shall be permitted on the Condominium Property, provided that the Developer shall have the right (but not the obligation) to install and maintain community antennae, radio and television lines and security systems, as well as communications systems.
20. Children shall be the direct responsibility of their parents or legal guardians who must supervise them while they are within the Condominium Property. Full compliance with these Rules and Regulations and all other rules and regulations of the Association shall be required of children. Playing shall not be permitted in any of the lobbies, hallways, stairways, elevators, and lobby areas, and loud noises will not be tolerated.
21. Every Residential Unit Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all Rules and Regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association (all as amended from time to time) to the extent applicable. Failure of a Residential Unit Owner or occupant to comply shall be grounds for legal action which may include, without limitation, an action to recover sums due for damages, an action for injunctive relief, and any combination of such actions.

In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine for fines may be imposed upon the Owner for failure of an Owner, his family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or By-Laws, provided the following procedures are adhered to:

- a. Notice: The Association shall notify the Owner or occupant of the reported or alleged infraction or infractions. Included in the notice shall be a date and time of the next Board of Directors meeting at which time the Owner or occupant shall present reasons why a fine should be imposed. The Owner or occupant may be represented by counsel and may cross-examine witnesses.
- b. Hearing: The non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why a fine should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner or occupant by no

later than twenty-one (21) days after the Board of Directors' meeting.

- c. Amount: The Board of Directors may impose a fine against the applicable person in such amount as may be permitted by the Association's By-Laws and by law.
- d. Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.
- e. Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.
- f. Infractions: Each day an infraction or violation occurs after the applicable party has received notice thereof shall be deemed to be a new infraction or violation.
- g. Non-exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

22. These Rules and Regulations shall not apply to the Developer, Master Developer, to the Developer's agents, employees or contractors, or to Units owned by the Developer until they are conveyed. They shall apply, however, to all other Owners and occupants of the Residential Units. The Board of Directors may (but need not) grant relief to one or more Unit Owners from specific Rules and Regulations upon written request for such relief and good cause shown (as determined by the Board in its sole opinion).