

# JADE CLUB AT SAPPHIRE LAKES Condominium Association, Inc.

RETURN ENTIRE APPLICATION PACKET TO RESORT MANAGEMENT  
2685 Horseshoe Drive 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 Jade Club 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 Jade Club at Sapphire Lakes, a Condominium, for the period beginning \_\_\_\_\_ and ending \_\_\_\_\_. This unit must be leased for not less than thirty (30) days or 1 calendar month, and not more than three (3) times per calendar year. **A copy of the signed lease is attached.**

Note: Application must be submitted, along with a **\$150.00 Processing Fee** (payable in 2 checks: **\$75.00** to Resort Management, and **\$75.00** to Jade Club at Sapphire Lakes) and, for **sales only**, a **\$75.00 Certificate of Approval of Sale fee** (payable to Resort Management).  
**JADE CLUB 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: \_\_\_\_\_

Ph # \_\_\_\_\_ Email \_\_\_\_\_

4. Nature of Business / Profession: \_\_\_\_\_

If Retired, Former Business/ Profession: \_\_\_\_\_

5. Company or Firm Name: \_\_\_\_\_

6. Business Address: \_\_\_\_\_ Phone # (\_\_\_\_) \_\_\_\_\_

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: \_\_\_\_\_  
Name: \_\_\_\_\_ Age: \_\_\_\_\_ Name: \_\_\_\_\_ Age: \_\_\_\_\_

8. Name of current or most recent landlord: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

9. Two Personal references **not related to applicant** (send Two Character Reference Letters with application.)

A. Name: \_\_\_\_\_ B. Name: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

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: \_\_\_\_\_

**COMMERCIAL VEHICLES OWNED OR DRIVEN BY OWNER OR TENANT ARE NOT ALLOWED TO BE PARKED ON THE COMMON GROUNDS.**

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

Name: \_\_\_\_\_ Phone # \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

13. **If this transaction is a SALE:** 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 Jade 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.
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 Jade 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 Jade at Sapphire Lakes Association, to verify all information contained on the application.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NO APPLICATION WILL BE APPROVED UNLESS COMPLETELY AND CORRECTLY FILLED OUT, HAVE A COPY OF THE SALE OR LEASE AGREEMENT AND TWO CHARACTER REFERENCES ATTACHED, AND INCLUDE THE \$150 TRANSFER FEE.**

( ) Application Approved            ( ) Disapproved

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Board of Director / Assn Representative / Title

**Jade Club at Sapphire Lakes**  
c/o Resort Management  
2685 Horseshoe Drive South, Suite 215  
Naples, FL 34104  
(239)649-5526 \* Fax (239)403-1061

**Character Reference Form**

Date: \_\_\_\_\_

Applicant Reference's Name \_\_\_\_\_

Street Address: \_\_\_\_\_

RE: Applicant's Name \_\_\_\_\_

To Whom it may Concern:

The applicant(s) named above are applying for membership in a Condominium or Homeowner's Association in Southwest Florida. The Board of Directors would appreciate it if you would furnish us with whatever information you consider pertinent regarding the character and stability of the applicant(s).

Upon completion, please return this form to the applicant. This completed Character Reference Form MUST be sent with the application in order for the Board to approve their Purchase or Lease. Thank you for your assistance in this matter.

\_\_\_\_\_

How do you know the applicant? \_\_\_\_\_

For how long have you known the applicant? \_\_\_\_\_

Would the applicant(s) make a good neighbor, in your opinion? \_\_\_\_\_ Yes \_\_\_\_\_ No

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Reference's Signature**

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Upon completion, please return this form to the applicant. This completed Character Reference Form **MUST** be sent with the application in order for the Board to approve their Purchase or Lease. Thank you for your assistance in this matter.

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How do you know the applicant? \_\_\_\_\_

For how long have you known the applicant? \_\_\_\_\_

Would the applicant(s) make a good neighbor, in your opinion? \_\_\_\_\_ Yes \_\_\_\_\_ No

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**Reference's Signature**

# Jade Club 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 and the Association Property Managers Office: Resort Management 2685 Horseshoe Drive South, Suite 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 SIGNATURE

\_\_\_\_\_  
DATE

{ } APPROVED

{ } DISAPPROVED

\_\_\_\_\_  
BOARD OF DIRECTORS

\_\_\_\_\_  
DATE

# SAPPHIRE LAKES MASTER ASSOCIATION, INC.

## RULES AND REGULATIONS

JANUARY 1, 2016

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.

#### 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.

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

**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 / RECREATIONAL AREAS:**

***SMOKING OR VAPOR PRODUCTS ARE NOT PERMITTED AT POOLS, PAVILIONS OR ANY RECREATIONAL AREA.*** 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, *under twelve years of age*, 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. *CHILDREN UNDER 12 YEARS OF AGE* MUST BE ACCOMPANIED AND SUPERVISED BY A PARENT OR OTHER RESPONSIBLE PERSON 16 YEARS OF AGE OR OLDER.
- B. POOL WATER TEMPERATURE MUST NOT EXCEED 104 DEGREES.
- C. SWIMMING IS ONLY PERMITTED BETWEEN DAWN *AND DUSK PER COLLIER COUNTY CODE*.
- D. ALL PERSONS USING ANY POOL MUST BE APPROPRIATELY ATTIRED.
- E. ALL PERSONS MUST SHOWER BEFORE ENTERING THE POOL.
- F. POOL SAFETY EQUIPMENT AND CABLES SHOULD BE KEPT IN PLACE AND ARE NOT TO BE USED EXCEPT FOR THEIR INTENDED PURPOSE.
- G. NO INFLATABLE DEVICES OVER 2 FEET IN DIAMETER ARE ALLOWED. NOODLES AND PERSONAL SWIMMING AIDS ARE ALLOWED.
- H. PETS ARE NOT PERMITTED INSIDE THE POOL FENCE.
- I. RUNNING, JUMPING, SKATING, BICYCLING OR THROWING ANY KIND OF ITEM, OR ANY OTHER ACTIVITY THAT CREATES A DANGER OR ANNOYANCE IN THE GENERAL POOL AREA IS PROHIBITED.
- J. FOOD & DRINK ARE PROHIBITED ON THE WET DECK AREA WITHIN 8' OF THE POOL. ALL GLASS PRODUCTS ARE PROHIBITED WITHIN THE FENCED IN AREA OF THE POOL.
- K. INCONTINENT PERSONS AND INFANTS NOT YET POTTY TRAINED MUST WEAR PANTS SPECIFICALLY DESIGNED FOR USE IN THE WATER, SUCH AS "LITTLE SWIMMERS" WHILE IN ANY POOL.
- L. ONLY RADIOS WITH HEADPHONES MAY BE USED AT THE POOL.

M. NO DIVING

N. *NO ONE MAY RESERVE OR HAVE EXCLUSIVE USE OF ANY SWIMMING POOL.*

9. TENNIS COURTS:

- A. Tennis courts are for tennis *and pickleball* play only.
- B. Playing on any tennis court constructed as part of the Recreational Facilities is permitted between dawn and dusk.
- C. No one *under twelve (12) years of age* 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 under twelve (12) years of age* 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. Anyone operating a motor vehicle within the confines of Sapphire Lakes must be in compliance with Florida State and Federal driving laws.** 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, and 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.**

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.

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

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/carriage 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.**

**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 *or tennis courts*.
- 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 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.

**Exhibit "C" to Amended and Restated  
Master Declaration of Covenants and Restrictions  
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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. *To hold a Sunday Open House, the Sapphire Lakes Property Manager must be notified before 4:00 pm on Thursday of that week.*
- 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.

**Exhibit "C" to Amended and Restated  
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- 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.
  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.
- 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.
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. ***To hold a Sunday Open House, the Sapphire Lakes Property Manager must be notified before 4:00 pm on THURSDAY of that week.***

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

**CHECKS SHOULD BE MADE PAYABLE TO: "SAPPHIRE LAKES MASTER"**

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

## 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.
- 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.

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

Title: President - Sapphire Lakes Master Assoc.

Date: \_\_\_\_\_

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

**ABBREVIATED VERSION OF MASTER ASSOCIATION RULES & REGULATIONS**  
**January 1, 2016**

Below is an abbreviated version of the Master Association Rules & Regulations. For further clarification see details in actual Rules & Regulations.

1. No parking on the street. No parking in another owner's assigned parking space. Parking is only allowed in the striped area. Failure to comply will be cause for the vehicle to be towed at the owner's expense. Sapphire Lakes Identification stickers required. (Note Page 5 point 11 A1, A2 & B2.)
2. No commercial vehicles may be parked within the Sapphire Lakes Community for longer than is necessary to complete the job. No parking overnight. No boat trailers, campers, mobile homes or like vehicles may be parked or stored within the Sapphire Lakes Community except within the confines of a garage. Unit owners loading or unloading recreational vehicles will be permitted a maximum of up to (48) hours with notification and prior approval by the Property Manager. No motor home can be inhabited. (Note Pages 6 & 7 point 11. B1, C1, C2, D & E).
3. Unlicensed, disabled or expired-tag vehicles parked on the common property will be towed at the owner's expense. Vehicles that cannot operate under their own power are not allowed on the property over 12 hours. (Note page 6 point A3 and page 7G).
4. Motorcycles will be subject to the nuisance rules. No revving of motorcycles until they are outside the community. (Note page 7 point 11 F).
5. No solicitation by any person anywhere within the Sapphire Lakes Community without Board approval. (Note Page 3 point 7).
6. **NO TOBACCO or VAPOR SMOKING PERMITTED AT POOLS/ PAVILIONS.** Pool hours are from dawn to dusk.
7. Tennis courts are for tennis and pickleball play only. Tennis shoes or sneakers must be worn on all courts. Hours are from dawn to dusk. Children under 12 must be accompanied by a guardian. (Note Page 5 point 9A - F).
8. Children shall be the direct responsibility of their parents or legal guardians. There is no playing allowed on the Common grounds with the exception of the picnic & recreational areas and then only after following the rules of each area. Loud noises will not be tolerated. (Note Page 8 point 13A).
9. Bikes must be stored properly. Roller skates/skate boards and bikes must give the "right of way" to all pedestrians. Prohibited on tennis, bocce courts or within pool areas. (Note Page 2 #4 & Page 3 #6).
10. Appropriate attire including shirts, shorts, pants and footwear must be worn when using recreational facilities. (Note Page 2 point 5.)
11. It is the responsibility of the unit owner to replace or repair any damages caused by their children, guests, tenants or lessees. (Note Page 2 point 3.)
12. No unit owner shall make disturbing noises on Common property or permit his family, tenant or visitors to do so. (Note Page 9 point 13 C).
13. All dogs/cats must be ***on a hand held leash no more than 6ft. in length.*** **NO PETS OVER 30 POUNDS PERMITTED IN SAPPHIRE LAKES.** Dogs/cats may be walked in the Common areas (except courtyards). Droppings must be picked up. Dog barking will be subject to noise nuisance rules. Failure to keep under control is cause for barring pet from the community. Pets are not allowed in pool/fenced area. (Note Page 8 point A- F).
14. No feeding of wild or stray animals (birds, ducks or geese) permitted on Common property (Page 8 12B).
15. No gas/charcoal grills allowed on lanais. When used they must be a minimum of 10ft. from any building. They must be stored in a garage when not in use. Only barbecues with 1lb. propane tanks may be stored in the attached garages of (4) unit buildings. Electric barbecue grills are allowed on lanais. (Note Page 9 point B 1 - 4).
16. Lawn furniture, tables, barbecues, hammocks, playground equipment, sporting equipment, toys and other personal property are not permitted on the Common property overnight, except in the recreation area or as specifically approved by the Board. (Note Page 10 point 13 F).
17. No signs, advertisements, notices or lettering may be exhibited, inscribed, painted or affixed in or on any

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

part of the Common property. "For Sale" signs are not permitted on, or in the windows of vehicles on the Common property. Real estate signs displayed for directions to an "Open House" may only be posted on the day of the Open House and they may not remain overnight. (Note Page 9 D1, 2 & 4). ***To hold a Sunday Open House, the Sapphire Lakes Property Manager must be notified before 4:00 pm on THURSDAY of that week.***

18. Keys must be provided to the Master association property management firm for the Master garages (Page 10G)
19. No unit owner can make any alteration to the existing landscaping without the individual Association President's approval. Copy the Master and Grounds Committee (Note Page 11 point 14A thru C).
20. No storage of personal property is allowed on the Common property other than in garages. The exceptions are bikes and cars in the designated areas. (Note Page 12 point 16).
21. Fishing is permitted by residents at their own risk. Children under 12 must be accompanied by a guardian. No swimming or boating is allowed in the lakes. (Note Page 5 point 10 A through D).
22. Trash containers must be stored in the unit owner's garage. (Note Page 10 point 13 H).
23. No exterior or structural modifications to any building without Board approval. (Note Page 11 point 15A)

Any unit owner failing to comply with the above Rules and Regulations is subject to fines up to \$100.00 per day not to exceed \$1,000. Please see section 18 Enforcement of Rules and Regulations for details (Pg 1 & Pg 13)

Sapphire Lakes Master Board

January 1, 2016

**CONDO OWNER SIDEWALK INSTALLATION POLICY**

**JANUARY 1, 2016**

- **Written plans with photos of the identified area must be Pre-Approved by the Master Board**
- **Sidewalks must be 47” in width**
- **The sidewalk must be professionally installed by a Licensed Contractor**
- **The unit owner is responsible for all costs**
- **Height may not hinder the landscapers/mowers**
- **The sidewalk must not interfere with any preserve areas**
- **It must have a natural concrete finish i.e., no paint**
- **The sidewalk must be maintained by the unit owner**

**Per Jamie Greusel**

**Sapphire Lakes Attorney**