

# Coconut Shores East Condominium Association, Inc.

**Please send all paperwork, payments, etc. to:** P & M Property Management  
14360 So. Tamiami Trail, Unit B  
Fort Myers, FL. 33912  
Phone (239) 481-1577 / Fax (239) 481-1789

## APPLICATION FOR APPROVAL TO PURCHASE OR LEASE CONDOMINIUM UNIT

To: The Board of Directors of Coconut Shores East Association, Inc.

( ) I (we) hereby apply for approval to purchase unit at address: \_\_\_\_\_  
unit # \_\_\_\_\_ in Coconut Shores East Condominium Association, Inc. and for membership in the  
Condominium Association. **A copy of the sales contract is attached.**

( ) I (we) hereby apply for approval to lease unit at address: \_\_\_\_\_  
unit # \_\_\_\_\_ in Coconut Shores East Condominium Association, Inc. for the period beginning \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_, and ending \_\_\_\_\_, 20\_\_\_\_. **A copy of the proposed lease agreement is  
attached.**

(Please Check Appropriate Box)

In order to facilitate consideration of this application, I (we) represent that the following information is factual and true, and agree that any falsification or misrepresentation of the facts in this application will justify its automatic rejection. I (We) consent to your further inquiry concerning this application, particularly of the references below.

### PLEASE TYPE OR PRINT LEGIBLY THE FOLLOWING INFORMATION:

1. Full Name of Applicant \_\_\_\_\_
2. Full Name of Spouse \_\_\_\_\_
3. Home Address: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_
4. Citizen of U.S.? Self \_\_\_\_\_ Spouse \_\_\_\_\_ E-Mail Address: \_\_\_\_\_
5. Nature of Business or Profession \_\_\_\_\_  
\_\_\_\_\_  
If Retired, former \_\_\_\_\_
6. Company or Firm Name \_\_\_\_\_  
Employee I.D. Number (if applicable) \_\_\_\_\_
7. Position Held \_\_\_\_\_
8. Business Address \_\_\_\_\_
9. The condominium documents of Coconut Shores East Condominium Association, Inc. provide an obligation of the unit owners that all units are for single family residence only. Please state name, relationship and age of all other persons who will be occupying the unit regularly.

NAME	RELATIONSHIP	AGE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

10. The condominium documents of Coconut Shores East Condominium Association, Inc., allows no more than two (2) small domesticated household pets, each weighing no more than twenty-five (25) pounds at maturity. Will there be any such pets in this unit? Yes \_\_\_\_\_, No \_\_\_\_\_. If "Yes" please describe type of animal and weight at maturity: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_.
11. Three Personal References (local if possible):  
 Name \_\_\_\_\_ Address \_\_\_\_\_  
 City/State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_  
 Name \_\_\_\_\_ Address \_\_\_\_\_  
 City/State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_  
 Name \_\_\_\_\_ Address \_\_\_\_\_  
 City/State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_
12. Bank Reference: \_\_\_\_\_
13. Have you ever been convicted of a felony or crime involving violence to persons or property? \_\_\_\_\_  
 If so, give full details: \_\_\_\_\_  
 \_\_\_\_\_
13. Person to be notified in case of emergency: \_\_\_\_\_  
 Address \_\_\_\_\_ Phone \_\_\_\_\_
14. Make of Car: \_\_\_\_\_ Year: \_\_\_\_\_ Tag #: \_\_\_\_\_ State: \_\_\_\_\_
15. Mailing address for notices connected with this application:  
 Name \_\_\_\_\_ Address \_\_\_\_\_  
 City/State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_
16. **If this transaction is a sale:** I am purchasing this unit with the intention to: (1) reside here on a full-time basis; (2) reside here part-time; (3) lease the unit. (Please circle the number(s) that apply) **I (we) will provide the Association with a copy of our recorded deed within 10 days of closing.**
17. I am aware of, and agree to abide by the Declaration of Coconut Shores East Condominium Association, Inc., the Articles of Incorporation, By-Laws and any and all properly promulgated rules and regulations in effect within the terms of my (our) occupancy ownership. I acknowledge receipt of a copy of the Association rules.
18. I understand and agree that the Association, in the event a unit is leased, 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 Association Documents of Coconut Shores East Condominium Association, Inc., the Association's By-Laws, the Florida Condominium Act and the rules and regulations of the Association.

The Association office will advise the prospective purchaser or lessee within a 30 (thirty)-day period from the date of receipt of this application, whether this application has been approved.

Dated \_\_\_\_\_ Applicant Signature: \_\_\_\_\_

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

➡ A NON-REFUNDABLE CHECK FOR \$75.00, PAYABLE TO "COCONUT SHORES EAST CONDOMINIUM ASSOCIATION, INC.", MUST ACCOMPANY THIS APPLICATION, FOR THE PURPOSE OF DEFRAYING COSTS OF CHECKING REFERENCES, CREDIT INVESTIGATION, DIRECTORY UPDATING, AND OTHER EXPENSES RELATED TO THE PROCESSING OF THIS APPLICATION.

APPLICATION APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Officer, Director or Manager

# COCONUT SHORES ASSOCIATIONS COMMUNITY GUIDELINES

*Coconut Shores is a gated, resort-style, single family residential community. The following Guidelines have been approved by the Boards of Coconut Shores East, Coconut Shores West, Villas at Coconut Shores, and Coconut Shores Community (Master) Associations. This summary document is not meant to replace the Community Association's or any individual Association's Bylaws or Declaration; it simply summarizes issues of concern. Violations to these Community Guidelines may result in a fine or disciplinary action by the Boards.*

## **1. RESIDENTIAL USE OF LIVING UNITS:**

- Units are to be single-family residences only.
- In order to preserve the residential ambiance of the Community, no business, commercial activity or profession may be conducted from any unit, nor may the name of the Community or the address of any living unit be publicly advertised as the location of any business.

## **2. LEASE REQUIREMENTS:**

- The ability of a unit owner to lease/rent his/her unit to others is a privilege, not a right.
- To lease a unit, the owner must first submit to the appropriate Board, a lease application with two letters of recommendation for the lessee, a copy of this document signed by the lessee and a \$75.00 application fee. The application must be submitted at least twenty (20) days before the onset of said lease.
- Any lease entered into without Board approval may, at the Board's discretion, be treated as nonexistent, and the Board shall have the power to evict the lessee with five (5) days notice, without the consent of the owner.
- The owner shall be responsible for any rule infraction, penalties, and associated costs caused by the lessee.

## **3. LEASE FREQUENCY AND DURATION:**

- No unit may be leased more than three times in a calendar year. The minimum lease term shall be 30 days.
- No lease may be for a term longer than one year; an option to extend or renew a lease for any additional period of time requires Board approval. The Board may, at its discretion, approve the same lease from year to year.
- No sub-leasing or assignment of lease rights by the lessee is allowed.

## **4. ARCHITECTURAL MODIFICATIONS:**

- No modification of the exterior of units is allowed without prior approval of the Board. These include, but are not limited to, hurricane shutters, garage screen doors and lanai enclosures. Since garages and lanais of Coconut Shores East and West are Limited Common Elements, permanent modifications to the lanai (e.g. tile floors) or garage (e.g. utility sink) require prior Board approval.
- Architectural Modification Forms can be obtained from the Clubhouse bulletin board, from the Property Manager or from the Associations' Secretaries.
- *(Note: Coconut Shores East, Coconut Shores West, the Villas of Coconut Shores, and/or the Coconut Shores Community Association may have specific architectural modification rules applicable only to these associations, and not addressed in this summary document.)*

## **5. PLANTINGS:**

- Specific policies controlling the planting of flowers, plants and trees in the ground are not consistent across all associations. For example, in Coconut Shores East and West, no flowers, plants, trees or foliage of any kind may be planted in the ground to change or add to the existing landscaping anywhere around the units. The Villas allow some in-ground planting with prior association approval.
- Potted plants or flowers on porch or at entrance are allowed in limited numbers.
- For specific policies, consult the individual Association's Board.

#### **6. PETS:**

- The ability to keep pets is a privilege, not a right.
- No more than one (1) household pet (e.g. cat or dog) weighing no more than twenty-five (25) pounds at maturity may be kept in a living unit. Because of a discrepancy in the Community/Association Declarations, some pets may be grandfathered at the discretion of the applicable Board.
- All animals must be leashed (if outdoors) or kept within the living unit. Pets may not be left unattended or leashed in yards, garages, porches, lanais, or any other open area.
- Owners who walk their pets on any Common Area must clean up after them.
- If, in the opinion of the Board, any pet becomes a nuisance to others in the community, the pet owner, upon written notice, may be referred to the Fining Committee. Penalties may include per-incident fines and/or request for removal of the pet from the community.

#### **7. GARAGE DOORS:**

- Garage doors must be kept closed at all times, except when going into or out of the garage, or when someone is working in the garage.
- Only white screen doors are acceptable supplements to the standard garage door, provided they are approved by the Architectural Modification Committee prior to installation.

#### **8. VEHICLES/PARKING:**

- No commercial vehicle of any kind shall be parked in the community except for construction or service vehicles temporarily present on business
- No boat, trailer, semi-trailer, house trailer, camper, mobile home, motor home, bus, or disabled, inoperative or unlicensed motor vehicle of any kind may be parked or kept in the community unless it is kept in a fully enclosed structure.
- No motor vehicle shall be used as a temporary or permanent residence while present in the community.
- No motor vehicle shall be parked anywhere other than on paved areas or in garages. Parking on lawns or landscaped areas is prohibited.
- Overnight street parking is not allowed.
- Repeated violations are subject to tow.
- The clubhouse parking lot may be used for temporary overflow parking. Long-term overflow parking requires prior approval from the Community Association Board of Directors.

#### **9. TRASH PICKUP**

- Currently, Coconut Shores' regularly scheduled residential trash pick-up is Tuesday morning; trash may be placed at the foot of the driveway no earlier than 12:00 noon the day before trash pickup (e.g. Monday for regularly scheduled trash pickup.)
- Because of concerns about animals and pests getting into trash bags and creating health, safety and cleanliness problems, all residents must purchase and use a covered trash bin for refuse. All non-recyclable trash must be in plastic bags inside the trash container.
- Recyclable items should be placed in the blue bins that are available from the appropriate Lee County designated trash hauler.

#### **10. OUTDOOR EQUIPMENT:**

- Use of outdoor grills on Coconut Shores East and West lanais is strictly prohibited; additionally, use of a grill within ten (10) feet of the building is prohibited.
- Grills, propane gas tanks, hoses, buckets, trash containers, swimming pool equipment, and other such outdoor equipment must be stored in the garage after each use.

#### **11. OUTDOOR CLOTHES DRYING:**

- Outdoor clothes drying is not allowed unless its location and design are approved, in writing, by the Community Association.

## **12. FLAGPOLE:**

- A flagpole for display of the American Flag or military service flags is permitted. The appropriate Board must approve the design and location prior to installation.
- No other flags or wall hangings of any kind may be displayed on the outside of the buildings, with the exception to the main entrance to each unit.

## **13. SIGNS:**

- Signs, banners, billboards or advertisements of any kind, including but not limited to realtors, political causes, contractors and sub-contractors, are not allowed.

## **14. SECURITY/MAIN ENTRANCE GATE:**

- All residents (owner or tenant) have two options for opening the security gate at the main entrance to Coconut Shores: 1) a remote control transmitter to open the main security gate, and 2) a 4-digit code number that will allow access to this gate via the key-pad located in the entrance island, just beyond the guard house. This code also allows access to the clubhouse.
- To open the main gate using your 4-digit code, approach the key-pad, ignore the instructions on the screen (this is for guests' usage) and enter your 4-digit code. Do NOT start by pressing the “#” key or “\*” key.
- Contact the Coconut Shores Security Director to obtain or change your gate code or to program your remote control. You will also be added to the resident listing on the main entrance key-pad.
- Do not give your 4-digit security access code number to your guests. Instead, instruct them to call you from the key-pad at the main entrance. Alternately, you can provide them with your 3-digit directory code which is preceded by the # sign. In either case, you will receive this call on your home telephone; press 9 on your phone to open the gate remotely.

## **15. EMERGENCY GATES:**

- The white gates separating the East and West coach home roadways from the main road are for emergencies only, and will open in the case of a power failure. Police and Fire Departments have remote activators that will also open these gates. In addition, the Community Association Board of Directors has over-ride keys for the white East and West gates.
- The locked construction gate at the east end of Coconut Shores East can be opened upon request.
- Vehicles are prohibited from parking in front of or next to any of these gates at all times.

## **16. EMERGENCIES:**

- In a fire, police or medical emergency, contact the Police or Fire Department at 911.
- In all other non-police or non-fire department instances, contact P&M Property Management immediately at 239-481-1577. On weekends and during non-business hours, their answering system will refer you to an after-hours emergency contact number.
- If necessary, contact any association Board member.

## **17. TRAFFIC SIGN COMPLIANCE:**

- The posted speed limit for the entire community is 15 mph.
- The roundabout must be driven in a counter-clockwise direction, per the signage posted at each entrance to the roundabout. Shortcutting by driving parts of the roundabout in a clockwise direction is prohibited.

## **18. CLUBHOUSE FITNESS EQUIPMENT:**

- Persons under sixteen (16) must be accompanied by a parent or legal guardian.
- Food is prohibited on the equipment side of the clubhouse; beverages are allowed provided they are in an enclosed, spill-proof container.
- Glass is prohibited on the equipment side of the clubhouse.
- Only one person at a time is allowed on the equipment.
- As a courtesy to others, please clean the equipment you have used with the antiseptic solution found on top of the paper towel dispenser.
- Coconut Shores is not responsible for lost or stolen items.
- Use the equipment at your own risk - Coconut Shores assumes no liability for injury.



### **19. POOL/SPA USAGE:**

- Pool/Spa hours are dawn to dusk.
- Juveniles under the age of twelve (16) must be accompanied by a parent or legal guardian.
- Juveniles under the age of twelve (12) are not allowed in the spa/hot tub at any time.
- Diapers are not allowed in the swimming pool; infants must wear swim pants.
- Excessive horseplay or disruptive behavior that disturbs other residents/guests is prohibited.
- No bottles or glass of any kind is allowed on the pool deck, in the pool itself or in the spa.
- Animals/pets are not allowed in the pool or on the pool deck.
- Coconut Shores is not responsible for lost or stolen items.
- Use the pool and/or spa at your own risk, there is no lifeguard on duty. - Coconut Shores assumes no liability for injury.
- All residents and guests are responsible for leaving the area in a neat and clean condition. This includes disposing of trash, emptying ashtrays, and returning tables/chairs/lounges to original location/position.

### **20. CLUBHOUSE/TIKI RENTAL:**

- The Clubhouse and Tiki area are available for rental by Coconut Shores residents (owner or tenant) only.
- There is a \$50 rental fee and \$100 security deposit required, in advance.
- The pool cannot be reserved, and residents must have access to the clubhouse, spa and pool at all times.
- Events must end by 10:00 pm.
- For information on availability and renter responsibilities, please review the Clubhouse/Tiki Reservation Request form available in the Clubhouse or contact P&M Property Management.
- Before scheduling a function, the renter/host must contact P&M Property Management to secure the date, sign the Reservation Request, and submit the required rental and security deposit checks.
- The renter/host is responsible for all supplies and for post-event cleanup.

### **21. VIOLATIONS:**

- Please report any violation of these guidelines to P&M Property Management (239-481-1577) or any Association Board member.
- Any Board may refer violations to the Fining Committee for review. This committee shall notify, in writing, the recipient of the violation notice(s). This recipient shall have an opportunity to attend a hearing to respond to violation allegations. The Fining Committee may recommend that the Board take appropriate action, including levying a per-incident fine.

*I acknowledge I have read and understand the above Guidelines, and agree to abide by them during the duration of my lease/rental in the Coconut Shores community.*

*Lessee/Renter Signature:* \_\_\_\_\_

*Printed Name:* \_\_\_\_\_

*Address of Unit Being Leased/Rented* \_\_\_\_\_

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

*Lessee/Renter: Please sign and submit one copy to P & M Property Management along with your rental agreement and application fee.*

# *Coconut Shores East Condominium Association, Inc.*

## **FREQUENTLY ASKED QUESTIONS & ANSWER SHEET**

As of January, 2011

**Q: What are my voting rights in the Association?**

A: Association members are entitled to one (1) vote for each Unit owned by them. Please refer to the By-Laws that Governs the Association.

**Q: What restrictions exist on my right to use my unit?**

A: Occupied by Single family. Please refer to the Declaration that Governs the Association.

**Q: What restrictions exist on the leasing of my unit?**

A: The Board of Directors must approve all leases of Units. Please refer to the Declaration that Governs the Association.

**Q: How much are my Assessments to the Association for my Unit type and when are they due?**

A: Please see Budget for details. Assessments are due Quarterly on the 1<sup>st</sup> day of each Quarter.

**Q: Do I have to be a member of any other Association? If so, what is the name of the Association and what are my voting rights in this Association? How much are my Assessments?**

A: All Unit Owners in "Coconut Shores East" must be members of Coconut Shores Owners Association, Inc. ("Master Association"). Each Unit Owner is entitled to one vote and can find out any information by calling. Each Unit Owner in Coconut Shores Owners Association, Inc. ("Master Association") is entitled to one vote in the Master Association. Please refer to the Master Association By-Laws. Master Association annual Assessments can be obtained by contacting the Master 239-481-1577.

**Q: Am I required to pay rent use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?**

A: No.

**Q: Is the Association or other mandatory Membership Association involved in any court cases in which it may face liability in excess of \$100,000.00? If so, identify each case.**

A: No.

**Note: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO AND THE SALES CONTRACT.**

C/O P & M Property Management  
14360 S. Tamiami Trail, Unit B, Fort Myers, FL 33912  
Phone # 239 481-1577 / Fax # 239 481-1789  
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