

LEASE APPLICATION**SOUTH POINTE VILLAS I CONDOMINIUM ASSOCIATION INC.****PLEASE RETURN WITH REQUESTED (*) ENCLOSURES 15 DAYS PRIOR TO OCCUPANCY/LEASE****APEX MANAGEMENT SERVICES, Inc. 12553 New Brittany Blvd., SUITE 32, FORT MYERS, FL 33907****PHONE: (239) 437-8400 , EMAIL: apexmanage.frontoffice@gmail.com***** COPY OF LEASE, DRIVERS LICENSE, & BACKGROUND AUTHORIZATION FORM***** \$100.00 APPLICATION/PROCESSING FEE - CHECK MADE PAYABLE TO: APEX MANAGEMENT SERVICES**

APPLICATION DATE:

LEASE DATE:

FROM:

TO:

UNIT OWNER(S) NAME:

UNIT ADDRESS:

LESSEE(S):

PHONE:

CURRENT ADDRESS:

EMAIL ADDRESS:

NUMBER OF PERSONS RESIDING IN UNIT:

NAMES:

NAME OF RENTAL AGENT:

AGENT PHONE:

CELL:

THIS IS A NO PET COMMUNITY NO MOTORCYCLES/ COMMERCIAL VEHICLES

PRESENTLY EMPLOYED BY:

ADDRESS:

VEHICLE INFORMATION

MAKE:

YEAR:

COLOR:

PLATE#:

MAKE:

YEAR:

COLOR:

PLATE#:

PLEASE PROVIDE EMERGENCY CONTACT INFORMATION: (NOT YOURSELVES)

NAME:

PHONE:

ADDRESS:

I/We have received and read a copy of the Rules & Regulations for this Association. I/We agree to abide by all of its provisions.

SIGNATURE:**DATE:****Office use only: Do not write below this line.**

REVIEWED WITH:

BY:

DATE:

Authorization For: Criminal Background Report

For SOUTH POINTE VILLAS I CONDOMINIUM ASSOCIATION, INC.
LEASE ACCEPTANCE ONLY

The undersigned named individuals grant permission to the **SOUTH POINTE VILLAS I CONDOMINIUM ASSOCIATION, INC.** Board and the Board's agent(s) to obtain a criminal background report from whatever entity the Board chooses.

If prospective lessee(s) is/are **NOT** married, please complete separate applications. PLEASE RETURN APPLICATION(S) & a copy of driver's license(s) - front and back sides, for each prospective lessee(s), by mailing to:

Apex Management Services , Inc.
12553 New Brittany Blvd. #32, Fort Myers, FL 33907
Ph: 239-437-8400
email: apexmanage.frontoffice@gmail.com

PLEASE PRINT

Name: _____ S.S.#: _____ D.O.B.: _____
First Middle Last

Home phone: _____ Cell: _____ Work: _____

2nd Name: _____ S.S. #: _____ D.O.B.: _____
First Middle Last

Employed by: _____ Position: _____

Present address: _____

Mailing address (if different): _____

Unit number and address to be leased: _____

I/We certify that I/We have read the above application and agree and represent that all information contained herein is true and correct. I/We authorize the following: SOUTH POINTE VILLAS I CONDOMINIUM ASSOCIATION, INC., Apex Management Services, Inc. and their agent(s) to obtain criminal background report(s).

Signed: _____ Date: _____

Signed: _____ Date: _____

**SOUTH POINTE VILLAS CONDOMINIUM,
PHASE I, ASSOCIATION, INC.
RULES AND REGULATIONS**

The Rules and Regulations hereinafter enumerated as to the Association properties, condominium property, the common elements, the limited common elements, and the units, shall be deemed in effect until amended by the Board of Directors of the Association, and shall apply to and be binding upon all unit owners. The unit owners shall, at all times, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, and persons over whom they exercise control and supervision. The current Rules and Regulations are as follows:

1. BUILDING APPEARANCE AND MAINTENANCE.

- (a) The sidewalks, walkways and entrances must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the units, nor shall any carriages, bicycles, wagons, shopping carts, chairs, benches, tables or any other object of a similar type and nature be left therein or thereon.
- (b) Personal property of unit owners shall not be stored outside their units.
- (c) No garbage cans, supplies, containers or other articles shall be placed in or on the walkways and entry ways, nor shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles be shaken or hung from any of the windows, doors, walkways or entry ways, or exposed on any part of the limited common elements. These areas shall be kept free and clear of refuse, debris and other unsightly material.
- (d) Refuse and garbage shall be deposited only in the area provided therefor. All garbage must be bagged. Anyone discarding large items to be hauled away **MUST** notify the management company. The management company will notify the company responsible for removal of the items. Fines may be applied to unit owners who do not abide by this rule.
- (e) No unit owners shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors or licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other unit owners.
- (f) No exterior radio or television antenna installation, or other wiring, shall be kept in any unit or limited common element, except those necessary and suited for normal household use.

- (g) No flammable, combustible or explosive fluid, chemical or substance, shall be kept in any unit or limited common element, except those necessary and suited for normal household use (per Lee County Fire Department).
- (h) Unit owners, residents, their families, guests, servants, employees, agents or visitors shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the building.

2. **ALTERATION OF CONDOMINIUM.** Unit owners are specifically cautioned that their right to make any addition, change, alteration or decoration to the exterior appearance of any portion of the Condominium is subject to the provisions of the Declaration of Condominium, and is also subject to prior approval of the Association. All additions, changes or alterations must be presented in writing to the board of Directors for approval, accompanied by written plans when requested or drawings and specifications. The Board of Directors shall approve such requests only if the Association is protected against, or indemnified as to, construction liens and/or claims arising from such work.

3. **SINGLE FAMILY RESIDENCE/CHILDREN, OCCUPANCY, LEASING GUESTS.** A rental period is a minimum of 2 months with no more than 2 rentals per year.

4. **EMERGENCIES IN OWNER'S ABSENCE.** In order that proper steps and procedures may be taken in a minimum amount of time during an emergency situation, the Association shall retain pass-keys to all units. The locks of each unit are not to be changed or altered without providing the Association with a duplicate key.

Any unit owner who plans to be absent from his unit for an extended period of time must prepare his unit prior to his departure in the following manner:

- (a) By removing all furniture, potted plants and other objects from around the outside of the unit;
- (b) By turning off the water supply line to the unit; and
- (c) By designating a responsible caretaker to care for his unit should his unit suffer any damage caused by storms, hurricanes, winds or other violent acts of nature. The Manager and the Association shall be provided with the name of each unit owner's aforesaid designated caretaker. Such caretaker will notify the Association prior to making any entry to the unit during the owner's absence.

5. **DESTRUCTION OF PROPERTY.**

- (a) The owner of the property is responsible for any oil or other fluids leaking from their (or their guests) vehicle(s) onto the condominium property and same must be cleaned up by the unit owner. Vehicle(s) leaking fluids on the condominium property will be removed at the owner's expense.
 - (b) Owners are responsible for destruction, damage or defacement of buildings, facilities and equipment caused through their own act(s) and/or the act(s) of their lessees or guests.
 - (c) Owners, their families or lessees shall be liable to the Association for defacing, marring or otherwise causing damage to the common elements or limited common elements where the repair of said damage is the obligation of the Association.
6. **SAFETY.** No one shall permit any activity, or keep anything in condominium unit storage area or the common elements, which would be a fire or a health hazard, or in any way tend to increase insurance rates. Grills (no bottled or propane gas) must be stored inside the lanai or storage closet and removed from the common elements as soon as they are cool. Barbecuing may only be done at least 30 feet away from any building, never on the lanai, and in such a manner so as not to be a nuisance others.
7. **EXTERIOR APPEARANCE.** To maintain a uniform and pleasing appearance of the exterior of the buildings, the following shall apply:
- (a) No owner, tenant or occupant of a condominium may paint or otherwise change the appearance of any exterior wall, door, window or any exterior surface except as authorized by the Board of Directors.
 - (b) No occupant may place any storm shutters or doors (front or rear) on any exterior opening without first securing written approval of the Board of Directors.
 - (c) No occupant may erect exterior lights or signs, place any signs or symbols in windows except for one "For Sale" sign in one front window, erect or attach any structure or fixtures within the common elements, excluding holiday decorations, which should be removed within a reasonable time.
 - (d) No clothing, bedding or other similar items shall be dried or aired in any outdoor area.
 - (e) All plants have to have the approval of the Board of Directors. Once anything is planted outside the condominium unit, it automatically becomes the property of the Association.
 - (f) Air-conditioning compressors and/or other equipment which are for the exclusive use of any particular unit, is the responsibility of the unit owner.

8. **INTERIOR APPEARANCE.** The interior of units must be maintained in good condition and repair. The lanais shall be kept in a clean and neat manner and not used for storage.
9. **SOLICITATION.** There shall be no solicitation by any person anywhere in the buildings or the common elements for any cause whatsoever unless invited by the unit owner or occupant to be solicited or specifically authorized by the Board of Directors.
10. **NOISE.** All occupants of units shall exercise extreme care about making noises, including automobile related noises or the use of musical instruments, radios, televisions, recorders and amplifiers which may tend to disturb the peace of other occupants. Designated "quiet hours" are from 11:00 p.m. through 8:00 a.m.
11. **FINES.** The Board of Directors may levy fines against unit owners who commit violations of the Condominium Act, the provisions of the condominium documents or these Rules and Regulations, or who condone such violations by their family members, guests, lessees and/or agents. Fines shall be in amounts deemed necessary by the Board of Directors to deter future violations, but in no event shall any fines exceed the maximum amount allowed by law and no fine may be levied against an unoccupied unit.
12. **PETS.** No pets whatsoever are allowed.
13. **PARKING OF VEHICLES.** Vehicle Parking is restricted under Section 10.5 of the Declaration. Parking spaces are not intended for the storage of boats, motorcycles, recreational vehicles, motor homes, trailers, semi-trailers, house trailers, campers, golf carts and non-operational or invalidly licensed automobiles. No repairs or maintenance of vehicles may be performed, except emergency repairs. Because there are limited parking spaces, each owner is specifically cautioned that the Board of Directors may prohibit owners from keeping more than two motor vehicles on the premises on a permanent basis. Any vehicles parked in violation of the parking restrictions are subject to towing, with the owner of the vehicle responsible for all costs of towing.
14. **BICYCLES/MOTORCYCLES.** Bicycles may be operated on the premises and must be kept in assigned areas (carports storage closets) when not in use. Bicycles may not be kept or stored in entryway areas. Motorcycles are prohibited from parking on condominium property.
15. **GENERATORS.** Generators may be used temporarily in an emergency when power is not available due to storms. They are to be placed in the rear courtyard 10 feet from the condominium. No generator can be placed in front of the condominium. They cannot be run between the hours of 11:00 p.m. through 8:00 a.m.

CONDOMINIUM SPECIFICATIONS

Storm Shutters:

1. Permanently installed storm shutters must be roll down styles, PVC or aluminum and white in color (factory finished).
2. All shutters must be purchased from approved suppliers and must be installed by a certified installer who is licensed in the State of Florida.
3. All shutters must meet specified coastal wind load requirements, Standard Building Code, South Florida Building Code and Lee County Code.
4. Prior to the installation of any storm shutters, the owner shall be required to provide all of the following:
 - A certificate of insurance from the supplier's agent showing finished product liability, business liability and workers' compensation coverage.
 - A sketch of and specifications for the proposed installations.
 - A completed and signed request for modification form.
 - A Contractor's statement signed by the owner or an officer of the company stating the installation will meet the requirements of law including the Florida Condominium Act.
5. Temporary storm shutters may be put up 48 hours prior to a storm and removed within 48 hours after the storm. They are to be plywood cut to fit inside the outside window frame. They are to be installed with clips. No holes are to be bored into the exterior of the building.

Lanai Enclosure Specifications:

1. Must be constructed of white aluminum or white vinyl.
2. Doors, windows or fixed panels will be glass, Plexiglas or acrylic.
3. Trim on the outside of the building will be finished with stucco and/or white aluminum or white vinyl. After installation of the windows, if necessary, the stucco will be painted at the owner's expense to match the building.

4. Wood construction is **NOT** allowed.
5. All enclosures must be installed by a licensed and insured contractor.
6. All unit owners with proposals for installation shall fill out a modification form and return it to the management company.
7. Applications for lanai enclosures must be submitted to the Board of Directors for approval.

Window Replacement Specifications:

1. Windows must be double hung.
2. White aluminum or white vinyl with a white grid for the inside front windows.
3. White aluminum or white vinyl slider windows without grid in the back bedroom window.
4. All window replacements must meet the County Wind Code and must remain the same size as the original window.
5. After new window(s) have been installed, the unit owner, at unit owner's expense, shall be responsible for maintenance and repair of same.

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