

Lease Application

Street Address: _____, Unit # _____, Naples FL 34109

LEASE DATE FROM: _____ TO: _____

- This application for Lease must be completed in its entirety by both the applicant(s) and the current homeowner. **LEAVE NO ENTRY FIELD BLANK.** Applications with blanks will BE AUTOMATICALLY DENIED as incomplete without notice. If the question does not apply, type in N/A. Applicant(s) must initial and submit all pages, Pages 1 through 11.

ELECTRONIC TRANSMISSION IS REQUIRED FOR ALL APPLICATIONS

- All adult occupants (18 years of age and older) of a unit, must be named as an applicant herein. An occupant is someone who spends 30 or more nights in a calendar year.
- The completed application must be submitted to **Livingston Lakes Condo Assn., Inc. via email manager@livingstonlakescondo.com. no later than thirty (30) days prior to lease inception.**
- Occupancy prior to final approval is **PROHIBITED** and in violation of Livingston Lakes Covenants and Restrictions and may result in fines and legal action to owner.

WHAT YOU WILL NEED TO SUBMIT WITH THIS APPLICATION.

1. A copy of the fully executed Lease Application between current homeowner and applicant(s) stating each party's full names and contact information.
2. **A non-refundable \$150.00 application fee made payable to: Livingston Lakes Condominium Assn., Inc. along with \$50.00 fee per person for a background check.**
3. All applicants must provide a copy of Driver's License or State issued identification for any new occupant. Every person must provide documentation to screen equally to any other occupant.
4. Background check per U.S. citizen (adult over 18 years of age)
5. A copy of the Registration Form, current vaccination records, copy of homeowner insurance policy coverage for pet liability, and photo(s) are required for all pets listed.
6. Photo of vehicle(s) that will be parked on-site.

Current Homeowner Information:

Property Owner Name: _____ LLC or Corporate Name _____

Present Address: _____

Telephone Number: _____ Cell Number: _____

E-mail: _____

Applicant(s) Initials _____

Livingston Lakes Condominium Assn., Inc.

Lease Application

APPLICANT INFORMATION:

Name(s) as appearing in legal documents:

1. Applicant Name Married: YES/NO
Telephone #: Cell:
E-mail: Date of Birth:
Driver's License State: License Number:
Current Employer / Occupation:
How long: May we contact: Yes No

Current Address:
Length of Residence at this address: Leasing Own
If leasing, Landlord Name: Telephone:

Vehicle information: State Registered: License Plate: Year:
Make / Model: Color:

Check One: SUV TRUCK VAN SEDAN LENGTH OF VEHICLE

- NOTE: Please be advised most Garden Home parking spaces do not exceed 16'2" in length. In the event the vehicle exceeds 16'2" in length, it will not allowed to be parked on-site. Vehicles must be approved due to size limitations of vehicles.

2. Applicant Name Married: YES/NO
Telephone #: Cell:
E-mail: Date of Birth:
Driver's License State: License Number:
Current Employer / Occupation:
How long: May we contact: Yes No

Current Address:
Length of Residence at this address: Leasing Own
If leasing, Landlord Name: Telephone:

Vehicle information: State Registered: License Plate: Year:
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Applicant(s) Initials

LIVINGSTON LAKES CONDOMINIUM ASSOCIATION

Lease Application

ALL OTHER PERSONS who will occupy the residence with you:

NAME:

BIRTHDATE:

RELATIONSHIP:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

HOMEOWNER PET ADDENDUM:

- Two (2) pets per Unit (dogs/cats/birds, any combination thereof).
- Pets always on a leash when outdoors.
- Pets are not to be left unattended on lanais or in other Common areas.
- Pet owners must pick up all pet waste and dispose of in receptacles provided.
- No feeding or otherwise interfering with wildlife, on the property (ducks/squirrels/birds/etc.).
- No reptiles, pot-bellied pigs, livestock, wildlife, Pit Bulls, Mastiffs, Bull Terriers, Chows, Rottweilers or other like or mixed breeds permitted.
- Pet owners are liable for any damage(s) or injury caused by their pets.
- Any pet becoming a nuisance to other primary residents by barking or otherwise, pet owner shall correct the problem and if not corrected, upon fifteen (15) days written notice by the Board of Directors, shall permanently remove the animal from Livingston Lakes Condominium Association property.

Pets are not allowed in or around the Clubhouse facilities. Owners must pick up, and dispose of in an appropriate manner, all waste deposits from their pets. Failure to abide by the regulations stated herein may result in a fine against the owner, and removal of the pet from the Development.

Name: _____ Type/Breed: _____ Color: _____ Weight: _____ lbs.

Name: _____ Type/Breed: _____ Color: _____ Weight: _____ lbs.

Please check applicable statement and sign. All applicants must sign.

Do you have a pet? ____ Yes ____ No

I/We agree to abide by the above Addendum. Applicant Signature: _____

Applicant Signature: _____

I/We do not have any pets.

Applicant Signature: _____

Applicant Signature: _____

LIVINGSTON LAKES CONDOMINIUM ASSOCIATION, INC.

Board Resolution Regarding Vehicles and Parking Rules and Regulations

The following Resolution regarding vehicles and parking rules and regulations as detailed herein is being adopted by the Board of Directors for Livingston Lakes Condominium Association, Inc. (the "Association"), which operates a multi-condominium and includes the Carriage Homes at Livingston Lakes, a Condominium, the Coach Homes at Livingston Lakes, a Condominium, and the Garden Homes at Livingston Lakes, a Condominium (the multi-condominium associations shall hereinafter be referred to as the "Neighborhood Associations") on this 20th day of January 2022.

WHEREAS, the Declaration of Condominium, Articles of Incorporation and Bylaws for Carriage Homes at Livingston Lakes, was recorded at O.R. Book 5179, Page 3320, in the Public Records of Collier County, Florida (hereinafter referred to as the "Carriage Declaration"); and

WHEREAS, the Declaration of Condominium, Articles of Incorporation and Bylaws for Coach Homes at Livingston Lakes, was recorded at O.R. Book 5179, Page 3544, in the Public Records of Collier County, Florida (hereafter referred to as the "Coach Declaration"); and

WHEREAS, the Declaration of Condominium, Articles of Incorporation and Bylaws for Garden Homes at Livingston Lakes, was recorded at O.R. Book 5235, Page 2667, in the Public Records of Collier County, Florida (hereafter referred to as the "Garden Declaration"); and

WHEREAS, the Association has the right to adopt rules and regulations regarding the parking of vehicles in the common elements and the right to limit use of parking areas and the number of vehicles that any resident may park at any time in accordance with sections 18.2 and 18.3 of the Carriage Declaration and the Coach Declaration, and sections 18.2, 18.3, and 18.4 of the Garden Declaration;

WHEREAS, the Board is adopting these vehicle and parking rules and regulations in order to ensure the safe parking of all vehicles on the condominium property.

WHEREAS, the Board held a duly-noticed meeting and approved the following rules and regulations for parking and vehicles as detailed further below.

NOW THEREFORE, BE IT RESOLVED: The above recitals are true and correct and incorporated into this Resolution regarding vehicles and parking rules and regulations, and the Board hereby adopts this Resolution, which shall be in effect and will be strictly enforced.

The rules for vehicles and parking are as follows:

- No resident may park or store more than two (2) vehicles in the community. Additional vehicles will be treated as Guests and should be registered under the guidelines on the back of the Guest Parking Permit.
- All vehicles must have a parking decal affixed to the front window identifying the vehicle as an owner or tenant.
- Passenger vehicles belonging to residents, which are properly licensed, may be parked in the resident's garage, the resident's exclusive paver driveway, or the resident's designated parking space or area if a Garden home resident.
- Vehicles parked in the Coach or Carriage paver driveways may not be parked in any portion of the common sidewalk, which is a common area. This ensures the safe passage of pedestrians and is also a code issue.

Applicant(s) Initials _____

- Residents and visitors may not park their vehicles in the roadway, which is a common area. This ensures the safe passage of pedestrians and vehicles and also a code issue. Vendors and/or contractors that are temporarily in the community to perform work or services for a resident or the Association with vehicles that do not fit into a driveway or parking space may park along the street on a temporary basis while they are performing the work or services.
- Residents shall not permanently or on a routine basis park their vehicles in common spaces designated for guest parking. In the Garden homes, if a resident has two (2) vehicles, one (1) of the vehicles may be parked in an un-numbered common space if available.
- Small pick-up trucks, SUV's and/or vans may be parked in a driveway provided a) they are the type commonly used as private passenger vehicles; b) they are not parked in any portion of the sidewalk as stated above; and c) they are not commercial vehicle(s). **Otherwise, these types of vehicles may be parked only in an enclosed garage provided the garage door is closed.** Any residents who are able to park small pick-up trucks outside of an enclosed garage, and in compliance with the above rules, must also ensure that the bed of the truck is clean and that all personal property is removed from the bed when the vehicle is not in use.
- In the case of Garden homes, vehicles parked in the resident's parking space or un-numbered common spaces may not encroach into the roadway, curb, or sidewalk. **Be advised that most Garden homes parking spaces do not exceed 16'2" in length.**
- In all designated Garden homes resident's parking spaces, all guest spaces, and all common spaces, all vehicles shall be parked with the front end of the vehicle facing into the space provided for parking. Residents and visitors shall not be permitted to back any vehicle into such parking space.
- A "commercial vehicle" refers to any automobile, truck or other vehicle that (i) bears signs, lettering, or graphics referencing a business or commercial enterprise; or (ii) features racks, tools or other equipment or modifications related to a business or commercial use. Commercial vehicles temporarily on site for business or trade purposes may not be parked in the community outside of business hours.
- The following types of other vehicles may be parked only in an enclosed garage: campers, mobile homes, motor homes, boats, house trailers, boat trailers, all-terrain vehicles, or other types of trailers. Again, if parked in the garage the garage door shall remain closed.
- All powered vehicles capable of exceeding 5 mph shall be licensed, registered and insured. Golf carts or other low speed vehicles are prohibited. Motorcycles, mopeds or other motorized scooters may be operated only by a licensed driver and shall be registered as required by law.

Enforcement Process (Pursuant Article 18 of the Governing Documents)

- A first violation will result in a warning notice
- An owner that fails to correct a violation, the resident is subject to daily fines of \$100.00 per continuing violation
- AND vehicle(s) are subject to towing at the owners expense, under
- Tenants who violate the parking rules after a written warning are also subject to being provided an notice to vacate or non-renewal of lease. The owner is then subject for any expenses related to the tenants removal from the unit.

Applicant(s) Initials _____

LIVINGSTON LAKES CONDOMINIUM ASSOCIATION

Lease Application

PLEASE READ THE FOLLOWING STATEMENT CAREFULLY

1. I/we hereby agree for myself/ourselves and on behalf of all persons who may use the residence which I/we seek to Lease:
 - a. I/we have read and abide by all of the restrictions contained in the By-laws, Rules and Regulations, and Restrictions, which are or may in the future be, imposed by the Association.
 - b. I/we understand that I/we must be present when any guests, visitors, or children who are not permanent residents visit and are responsible for ensuring that they abide by the Rules and Regulations for the Association.
 - c. I/we understand any violation of the terms, provisions, conditions, and covenants of the Livingston Lakes Condominium Association documents provides cause for immediate action as therein provided, including the eviction of tenants.
2. I/we understand that acceptance of this Application is conditioned upon the truth and accuracy of the information recorded on it and upon the approval of the Board of Directors. Occupancy prior to approval is prohibited. Any misrepresentation or falsification of information on these forms will result in the automatic rejection of this Application.
3. **I (We) understand a current national background screening is to be provided for all Livingston Lakes Condominium Association, Inc. applicants to pending occupancy. I would like Livingston Lakes to run a background screening. The Background check per person is \$50 per person 18 years of age and over.**

NOTICE TO PROSPECTIVE LEASEE:

In making the foregoing application, I/we are aware the decision of The Association will be final, and no reason will be given for any action taken by the Board of Directors. I/we agree to be governed by the determination of the Board of Directors of Livingston Lakes Condominium Association.

SIGNATURE OF APPLICANT(S) AND OCCUPANTS OVER 18 YEARS OF AGE IS REQUIRED:

APPLICANT: _____ APPLICANT: _____

OCCUPANT: _____ OCCUPANT: _____

Approved by: _____ Date: _____

If denied, reason: _____

APPLICANT(S) ARE TO KEEP THE FOLLOWING SUMMARY FOR FUTURE REFERENCE

LIVINGSTON LAKES CONDOMINIUM ASSOCIATION, INC.
SUMMARY OF RULES AND REGULATIONS
ISSUED DECEMBER 2017 AND 2020

The following summary is provided for the convenience of Unit Owners and Occupant/Renters. In all cases, Unit Owners are responsible for referring to the original Articles, Bylaws and individual community rules and Regulations received at purchase and any amendments thereto. This summary contains general highlight is not a substitute for, or a complete list of all regulations in the governing documents. In the event of any conflict between, or omission of, regulations contained in the original Articles, Bylaws and individual Community Rules and Regulations, and the summary set forth herein, it shall be no defense to rely exclusively on this document as it is provided for quick reference only.

Non-compliance with any of the Articles, Bylaws or Community Rules and Regulations will result in the imposition of sanctions as set forth herein under the Heading, "Compliance/Fines/Notice/Hearings".

Access to Development and individual homes:

- Gate codes are provided for the use of the Unit Owner/Occupant/Renter ONLY and shall not be shared with others.
- Automobile window transponders are to be affixed to registered Unit Owner/Occupant/Renter vehicle only.
- Association access to units may not be withheld by any Unit Owner, Occupant or Renter. This means - No locking device, entry card or other device shall be installed on any unit door without prior written consent of the Association and must deliver any new key/code to the Association.

Amenities Center (Clubhouse/Pool/Fitness Center):

- Pets are NOT PERMITTED anywhere in the Amenities Center.
- Club Room must be reserved in advance and may be reserved only by primary resident using "Club Room Reservation Agreement" and must provide deposits, liability waivers, etc., obtained from the Association's Manager.
- Children under 16 may not use facilities unless accompanied by adult. minors 16 and over may use facilities without supervision ONLY if parent or legal guardian has executed Consent, Waiver, Release and Indemnification Agreement in advance.
- Resident must provide guest list to Association Manager for guests to obtain entry for any social function at Amenities Center.
- Non-members may not use facilities unless they are registered with Association Manager to use Amenities Center or accompanied by Unit Owner/Occupant/Renter.
- Hours of operation are 8:00 am until dusk or as may otherwise be set by the Board of Directors. Unit Owners/Occupants/Renters may use access fobs for entry to fitness studio from 5:30 am to 10:00 pm daily.
- Specific rules regarding activity, attire, etc., are outlined and posted in the Amenities Center.

Applicant(s) Initials _____

Bicycles:

- Permitted to be stored only on bicycle racks provided or in garages.
- May not be stored on lanais or in Common Areas.
- May not be left on grass or in other landscaping to cause damage.

Common Areas:

- Landscaping is maintained by Association – no plant removal or additions without prior authorization.
- Children ALWAYS accompanied by and under direct control of responsible adult at all times.
- No running, playing or boisterous activity in Common Areas.
- No skateboarding, scooters, or loud and obnoxious toys permitted (includes drones).
- Children may be removed from property for misbehavior, on instructions from the Association’s Manager or the Board of Directors.
- Electronic devices that emit noise (radio/tv/games/etc.) shall be used at sound levels that will not disturb others and shall be used ONLY with earphones if in or near the area of the common elements (including lanais, patios, pool, or clubhouse, etc.).
- No vocal or instrumental practice in any unit or Common Elements after 10:00 pm or before 9:00 am.

Compliance/Fines/Notice/Hearings:

- All Unit Owners/Occupants/Tenants or Guests, Invitees, Contractors or Employees of same shall comply with the Rules and Regulations of the Association as set forth in the Governing Documents.
 - o Association must provide at least fourteen (14) days prior written notice and an opportunity for hearing.
 - o Hearing must be held before committee of three (3) Members, not Directors nor persons residing in Director’s household.
 - o Party on whom fine may be levied has opportunity to respond, present evidence, provide written and oral argument on all issues involved and opportunity at hearing to challenge and respond to any matters raised.
 - o Maximum fines are \$100 per violation and \$1,000 aggregate for continuous violations.

Exterior – Appearance/Improvements/Alterations.

- No Unit Owner/Occupant/Renter shall install wiring, window film, HVAC equipment, television antennae, satellite dish, machinery or otherwise without PRIOR WRITTEN approval of the Association.
- No attaching/hanging awnings, signs, storm shutters, screens, window tinting, furniture, fixtures, and equipment without PRIOR WRITTEN approval of the Association.
- No change to, placing anything upon, affixing anything to, or exhibiting anything from any part of the Unit visible from the exterior of the building without PRIOR written consent of the Board of Directors.
- All curtains, shades, drapes, and blinds shall be white or off-white in color or lined with material of these colors.
- Tile and floor coverings on lanais, other than that originally installed by the developer, MUST be approved in advance by the Board of Directors.

Garbage/Trash:

- Only disposed in provided receptacles (trash/recycle bins).
- Must fit entirely in the receptacle provided (no leaving trash outside bins or dumpster areas).
- Dumpsters are for use of Garden Home tenants/occupants ONLY.
- May not be kept on lanais or in front of door or near door entries.
- No outdoor garbage pails – all trash bins must be kept indoors until designated trash pickup day.
- Trash bins may be put out no earlier than 6:00 pm ONE day prior to pick-up and must be brought in 6:00 pm on pickup day.

Grills:

- Not permitted to be used on any lanai, balcony, loggia, or terraces.
- May only be used in designated areas (currently the pool area only) and at no time within 10 feet of any building or structure.

Hurricane Shutters:

- May be installed ONLY on lanais and loggias and MUST be approved by the Board of Directors PRIOR to installation.

Lanais/Balconies/Entrances/Terraces:

- No equipment or tools may be stored on lanais.
- No towels, clothing, toys, exercise equipment or bikes.
- No hibachis, gas grills or any other heating or cooking implements.
- One entry mat may be placed in front of entry doors.
- No plants, statues, furniture, or other obstructions shall be placed at or near front entry doors except as may be permitted during year-end holiday decorations, but at no time shall hinder ingress or egress from any unit.

Moving/Construction/Maintenance:

- Moving furniture and other property into or out of a Unit permitted ONLY Monday through Saturday between the hours of 8:00 am to 5:00 pm. NO MOVING PERMITTED ON SUNDAYS OR LEGAL HOLIDAYS.
- Unit Owner/Occupant/Renter MUST provide advance notice to the Association's Manager.
- Contractors/sub-contractors work is permitted ONLY Monday through Friday between the hours of 8:00 am and :00 pm and Saturday from 8:00 am until 12:00 Noon. NO WORK PERMITTED ON SUNDAYS OR LEGAL HOLIDAYS.
- PRIOR to commencement of work, notice MUST be given to the Association's Manager providing names, addresses, telephone numbers, etc., of all persons/companies and schedules of work.
- Repair to plumbing or electrical wiring within any Unit shall be performed ONLY by a duly licensed electrician or plumber authorized by the Board of Directors.

Occupancy and Use:

- No more than two (2) persons per bedroom (not living room/lanai/etc.).
- May be used for residential purposes ONLY (no business enterprises).
- Leasing:
 - o Minimum term of 30 consecutive days.
 - o Maximum of 3 rentals per calendar year.
 - o Subject to prior notice as set forth below in under heading "Sale/Transfer/Rental – NOTICE".

Pet Restrictions:

- Two (2) pets per Unit (dogs/cats/birds, any combination thereof).
- Pets ALWAYS on a leash when outdoors.
- May not be left unattended on lanais or in other Common areas.
- Pet Owners must pick up all pet waste and dispose of in receptacles provided.
- No feeding or otherwise interfering with wildlife, on the property (ducks/squirrels/birds/etc.).

Pet Restrictions: Continued

- No reptiles, pot-bellied pigs, livestock, wildlife, Pit Bulls, Mastiffs, Bull Terriers, Chows, Rottweilers or other like or mixed breeds permitted.
 - Pet Owners are liable for any damage(s) or injury caused by their pets.
 - Any pet becoming a nuisance to other primary residents by barking or otherwise, pet owner shall correct the problem and if not corrected, upon fifteen (15) days written notice by the Board of Directors, shall permanently remove the animal from Condominium property.
- (A) In addition to the breeds strictly prohibited in sections 18.11 of the Coach, Carriage and Garden Declarations, no dangerous or vicious breeds will be allowed on the Property, and the Board of Directors shall have the sole discretion to determine whether a pet is a dangerous or vicious breed or otherwise unreasonable threat to other residents. If the Board of Directors, in its sole discretion, determines a pet is dangerous or vicious or otherwise unreasonable to other residents, it shall have the authority to order the permanent and immediate removal of such pet.
- (B) All animals shall be contained within the owner's unit and shall not be permitted to run freely. All pets must be kept on a hand-held leash and under control at all times when outside the owner's unit.
- (C) The Board of Directors, in its sole discretion, shall have the right to determine if a pet constitutes a nuisance and shall have the authority to order the permanent and immediate removal of any pet which becomes an unreasonable source of annoyance to other residents in the properties.
- (D) All pet owners are obligated to clean up after their pet (*see* s. 18.11.3, Coach, Carriage and Garden Declarations). Messes made by pets shall be removed by owners or handlers immediately.
- (E) Owners may not leave pets unattended in screened porches, garages, yards, lanais or anywhere else on the Livingston Lakes properties where their noise may bother others.
- (F) Pets are not permitted in common use areas such as the pool and clubhouse area.
- (G) All pet owners are responsible for maintaining current vaccinations for their pets and shall provide copies of such records and proof of vaccination, if requested by the Board of Directors, within five (5) days of the request. All pet owners are responsible for properly ensuring their pets and shall provide copies of such records and proof of insurance, if requested by the Board of Directors, within five (5) days of the request.
- (H) Any owner or other resident who keeps or maintains any pet shall, in exchange for and in consideration of the privilege to keep the pet, hereby indemnify and hold the Association and each owner free and harmless from any loss, claim or liability of any kind or character of whatever nature arising from or related to the keeping or maintaining of such pet in the properties (*see* s. 18.11.3, Coach, Carriage and Garden Declarations).

Pool:

- No children under age 16 permitted without adult supervision.
- Guests shall be accompanied by Unit Owner/Occupant/Renter at all times.
- Chairs/tables/etc. MAY NOT be “reserved” at the beginning of the day.
- No infants in diapers permitted in pool unless in appropriate protective swimwear is worn.

Sale/Transfer/Rental – NOTICE:

- Written notice must be provided to the Association not later than fifteen (15) days PRIOR to transfer of ownership or seven (7) days PRIOR to tenancy of intention to sell, lease or transfer.
- Notice includes the following:
 - o Name of seller or landlord.
 - o Name/address of all buyers and/or tenants.
 - o Nature of the transaction and date(s) of occupancy.
 - o Number of the Unit being sold, transferred or leased.
 - o All occupancy agreements MUST be in writing and provide to the Association and the Association has the right to terminate Occupancy Agreement if an Occupant fails to comply with any of the provisions of the Condominium Documents and that the Association has right to collect all rental payments due the Unit Owner if the Unit Owner is in default in the payment of Assessments.
 - o Make, model, and tag number of Unit Owner/Occupant/Renter vehicles.

Signs:

- No Unit Owner/Occupant/Renter shall erect or attach any signs on common areas or in any interior spaces as to be seen through doors or windows.
- Open House signage shall be regulated by the Association.

Vehicles:

- Permitted two (2) passenger vehicles (one in designated unit space or garage and one unmarked space).
- Vehicle must fit completely in space provided (no part may encroach on road or sidewalk).
- No inoperable or unsightly vehicles may be kept anywhere on the property.
- No overnight parking on the street or in the Amenities Center parking lot.
- Must be properly licensed, registered and insured.
- No mechanical work may be performed – only car washing.
- All cars must be registered with Association – unregistered vehicles will be towed at owner expense.
- No business signage on any vehicles permitted.
- Commercial vehicles, trucks, campers, motor homes, trailers, boats and boat trailers are prohibited.
- No low speed (under 5mph) motorized vehicles such as golf carts, etc. unless properly licensed, registered and insured.

LEASES ARE SUBJECT TO NON-RENEWAL THAT VIOLATE THE GOVERNING DOCUMENTS OR RULES/REGULATIONS DURING TENACY, EVIDENCED BY THE ASSOCIATION PUTTING THE UNIT ON NOTICE.

Applicant(s) Initials _____