

SALES APPLICATION

Current Owner(s) _____ **Buyer(s)** _____

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

- This application for Purchase / Deed transfer must be completed in its entirety by any applicant planning to occupy the unit over the age of 18, along with the current homeowner. **FORM MUST BE FILLED OUT COMPLETELY.** Application NOT FILLED OUT COMPLETELY WILL NOT BE PROCESSED AND DEEMED incomplete without notice. If part(s) of the form do not apply mark N/A. Applicant(s) must initial and submit all pages for the application to be processed, all pages 1-9.

ALL APPLICATIONS MUST BE FILLED OUT ENTIRELY THEN ELECTRONICALLY SUBMITTED

- All adult occupants (18 years of age and older) of a unit, must COMPLETE AN APPLICATION. An occupant is someone who spends 30 or more nights in a calendar year.
- The completed application must be submitted to **Pamela Peterson, LCAM, Livingston Lakes Condominium Assn., Inc. via email @ manager@livingstonlakescondo.com no later than thirty (30) days prior to the date of deed transfer.**
Occupancy without written approval from Association is **PROHIBITED.**

WHAT YOU WILL NEED TO SUBMIT WITH THIS APPLICATION.

1. A copy of the fully executed Contract of Sale and Application to Purchase / Title Transfer between current homeowner and applicant(s) stating each party's full names and contact information.
2. A **non-refundable Application fee of \$150.00 and \$50 per person** background check fee (for persons 18 and over which will reside in the unit) check or money order payable to: **Livingston Lakes Condominium Assn., Inc.**
3. All applicants must provide a copy of Driver's License or State issued identification. All tenants must be screened equally.
4. A copy of complete background check per 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.

Current Homeowner Information:

Property Owner Name: _____

Present Address: _____

Telephone Number: _____ Cell Number: _____

E-mail: _____

Applicant(s) Initials _____

LIVINGSTON LAKES CONDOMINIUM ASSOCIATION

Application to Purchase / Deed Transfer

APPLICANT(s) INFORMATION:

Name(s) to appear on deed/ if in an LLC must reflect the legal name of the principal agent:

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: _____ **LENGTH OF VEHICLE** _____

PLEASE CHECK ONE: VAN ____ TRUCK ____ SUV ____ SEDAN ____

- **NOTE:**Garden Home parking spaces do not exceed 16'2" in length. Vehicles exceeding the 16'2" in length can't be accommodated for parking. Any changes in vehicles must be approved to park in the lot, prior to parking.

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: _____
Make / Model: _____ Color: _____ **LENGTH OF VEHICLE** _____

PLEASE CHECK ONE: VAN ____ TRUCK ____ SUV ____ SEDAN ____

- **NOTE:**Garden Home parking spaces do not exceed 16'2" in length. Vehicles exceeding the 16'2" in length can't be accommodated for parking. Any changes in vehicles must be approved to park in the lot, prior to parking.

Applicant(s) Initials _____

LIVINGSTON LAKES CONDOMINIUM ASSOCIATION

Application to Purchase / Deed Transfer

ALL OTHER PERSONS who will occupy the residence with you:

<u>NAME:</u>	<u>BIRTHDATE:</u>	<u>RELATIONSHIP:</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Application to Purchase / Deed Transfer

I am purchasing this unit to: (1) reside here on a full-time basis _____.
(2) reside here part-time _____.
(3) lease the unit _____.

Mailing address: _____

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 Purchase / Deed Transfer:
 - 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 that any Application to Lease our unit will be automatically denied if I/we are delinquent with assessments. Owners are solely responsible any actions of tenants.
 - d. 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 the owner will institute an investigation of my/our background as the Association deems necessary. Accordingly, I/we specifically authorize the property owner or their agent to make such investigation and agree the information contained in this Application may be used in such investigation, and the Board of Directors and Officers of Livingston Lakes Condominium Association shall be held harmless from any action or claim in connection herein or any investigation conducted by the owner.

NOTICE TO PROSPECTIVE PURCHASER / TITLE TRANSFER:

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 Association. I/we agree to be governed by the Rules and Regulations and Governing Documents of Livingston Lakes Condominium Association, Inc.

Signature _____ Signature: _____

Approved by: _____ Date: _____

Denial, reason: _____

APPLICANT(S) ARE TO KEEP THE FOLLOWING SUMMARY OR RULES/REGULATIONS FOR FUTURE REFERENCE

**LIVINGSTON LAKES CONDOMINIUM ASSOCIATION, INC.
SUMMARY OF RULES AND REGULATIONS
ADOPTED 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 of the Governing Documents, Bylaws or Rules and Regulations may result in loss of Amenities and or violations that may result in fines set forth under "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 transponders must be affixed to registered Unit Owner/Occupant/Tenant vehicles only.
- Association access is mandatory and may not be restricted. No locking device, entry card or other device shall be installed on any unit door without prior written consent of the Association. Owners have an obligation to deliver any new key/code to the Association upon deed conveyance.

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 to the Association.
- 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 registered with Association Manager to use Amenities Center or accompanied by Unit Owner/Occupant/Tenant.
- Hours of operation are 8:00 am until dusk, which may change from time to time. 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.

Common Areas:

- Landscaping is maintained by Association – no plant removal or additions without prior authorization.
- Children must be accompanied by and under direct supervision of responsible adult at all times.
- No running, playing or boisterous activity in Common Areas that is a nuisance to others.
- No skateboarding, scooters, or loud and obnoxious toys permitted (includes drones).
- 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 ongoing 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 under Architectural Review Application.

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. No dumping.
- 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 a day prior to pick-up/brought in 6:00 pm on day of pickup.

Applicant(s) Initials _____

Grills:

- Florida Fire Code Restricts grills to be used or stored on any lanai, balcony, loggia, or terraces.
- Community Grills are located outside of the clubhouse at the outdoor pavillion.

Hurricane Shutters:

- May be installed ONLY on lanais and loggias and must be approved under the Architectural Review, 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 in/out of a Unit is permitted Monday-Saturday between the hours of 8:00 am to 5:00 pm. NO MOVING PERMITTED ON SUNDAYS/HOLIDAYS.
- Unit Owner/Occupant/Renter MUST provide advance notice to the Association's Manager.
- Contractors/sub-contractors work is permitted ONLY Monday-Friday between the hours of 8:00 am and :00 pm, Saturday 8:00 am-12:00 Noon. NO WORK PERMITTED SUNDAYS/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.

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 leases 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).

Applicant(s) Initials _____

Pool:

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

Sale/Transfer/Tenant– 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 owed 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/insured.

Applicant(s) Initials _____