

LIVINGSTON LAKES CONDOMINIUM ASSOCIATION

Sales Application

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

NOTE: This application for Purchase 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 6.

DO NOT SEND TWO-SIDED DOCUMENTS.

- 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 via email: applications@livingstonlakescondo.com **no later than** thirty (30) days prior to the date of Purchase / Title Transfer.
- Occupancy prior to final approval is **PROHIBITED** and in violation of Livingston Lakes Covenants and Restrictions and may result in a fine against owner.

WHAT YOU WILL NEED TO SUBMIT WITH THIS APPLICATION.

1. A copy of the fully executed Sales Application between current homeowner and applicant(s) stating each party's full names and contact information.
2. **CARRIAGE/COACH HOMES ONLY** - A non-refundable \$150.00 check made payable to: **Assn Rescu, LLC.** The Sales Application can be paid electronically by through by emailing applications@livingstonlakescondo.com for more information.
3. All applicants must provide a copy of Driver's License or State issued identification.
4. Background checks are processed directly with RENT-SPREE and payable directly which will then be shared with the Association. (required for anyone 18 years of age or older). International backgrounds will be in the account of the applicant in full.
5. Required also is vehicle registration for any vehicles to be parked in the lot, along with a photo.

Current Homeowner Information:

Property Owner Name: _____

Present Address: _____

Telephone Number: _____ Cell Number: _____

E-mail: _____

Applicant(s) Initials _____

LIVINGSTON LAKES CONDOMINIUM ASSOCIATION

Sales Application

APPLICANT INFORMATION:

Name(s) as appearing in legal documents:

1. Applicant Name _____ Married: _____ Single: _____
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: Vehicles must not encroach on the sidewalk or outside of the parking space. It's a vehicle owners' responsibility to ensure that the parking space provided for the unit/building can accommodate your vehicle's size. Vehicles that encroach on the sidewalk and or street, may be towed without notice regardless of whether a transponder has been issued.

2. Applicant Name: _____ Married: _____ Single: _____
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: _____

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Applicant(s) Initials _____

LIVINGSTON LAKES CONDOMINIUM ASSOCIATION
Sales Application

ALL OTHER PERSONS who will occupy the residence with you:

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

RULES/REGULATIONS RELATED TO PETS:

Do you have a pet? ____ Yes ____ No

- Two (2) pets max per Unit.
- Pets must be leashed along with being hand restrained while outside of the unit.
- Pets are not to be left unattended in limited common elements or common areas.
- Pet owners must pick up all pet waste and dispose of properly.
- Pet restrictions include 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 others may result in permanent removal from the premises.

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

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I agree and understand the rules related to pets. I further understand keeping a pet in Livingston Lakes is a privilege and not a right. If I don't have a pet today, but obtain one in the future; I understand I will be subject to these pet restrictions that are set forth in this application.

Applicant Signature: _____

Applicant Signature: _____

LIVINGSTON LAKES CONDOMINIUM ASSOCIATION

Sales 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 Purchase:
 - 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 Governing Documents 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, which may include eviction.
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 by the Association. 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) aware a current national background check is to be provided for all Livingston Lakes applications. I (we) understand that this would be performed by RENT-SPREE which the applicant will be responsible for the expense directly to RENT-SPREE, which will then share the report with the Association.

NOTICE TO PROSPECTIVE PURCHASER:

In making the foregoing application, I/we are aware the decision of the Association will be final.

SIGNATURE OF APPLICANT(S) AND OCCUPANTS OVER 18 YEARS OF AGE IS REQUIRED. By my signature I consent to electronic communication by the Association, or through it's third party acting on behalf of the Association.

APPLICANT: _____ APPLICANT: _____

OCCUPANT: _____ OCCUPANT: _____

Approved by: _____ Date: _____

If denied, reason: _____

LIVINGSTON LAKES CONDOMINIUM ASSOCIATION, INC.
SUMMARY OF RULES AND REGULATIONS

This is a consolidated list of the Rules and Regulations for Livingston Lakes. This is not a substitution for the recorded Governing Documents; Declaration or Rules and Regulations which violations may result in fines and or suspension of amenities. The Governing Documents are available on the website at www.livingstonlakescondo.com.

Access to Development and individual homes:

- Automobile window transponders must be affixed to an approved occupant of unit's vehicle only.
- Locks on any unit door must first obtain written consent of the Association and provide new key/code access to the Association. If a unit is re-keyed the Association must be provided access for the sake of emergencies.

Amenities Center (Clubhouse/Pool/Fitness Center):

- Pets are not permitted within 25 feet of the swimming pool or anywhere inside the Amenities Center.
- Club Room must be reserved in advance by putting up a deposit, cleaning fee and filling out a form.
- Children under 16 may not use facilities unless accompanied by adult, minors 16 and over may use facilities without adult supervision but subject to the Rules and Regulations.
- Hours of operation are 8:00 am until dusk; which may be subject to change from time to time.
- Access fobs for entry to fitness studio are active from 5:30 am to 10:00 pm daily.

Bicycles:

- Permitted to be stored on bike racks provided in the common area only during the day.
- For units with garages utilize the garage for storage.
- May not be left on grass or block sidewalks.
- Garden home owners may store registered bikes in the corral in the back of the community.

Common Areas:

- Landscaping and enhancements are maintained by the Association.
- Children must be accompanied by a parent or a responsible adult.
- No nuisance or boisterous activity in Common Areas.
- Electronic devices shall be used at sound levels not disturb others.

Exterior – Appearance/Improvements/Alterations.

- No Alterations to the outside of the building without written approval from the Association beforehand.
- All curtains, shades, drapes, and blinds shall be white or off-white in color.
- Tile and floor coverings on lanais must blend into the color of the building.
- Exterior improvements require an Architectural Review Application to obtain approval.

Garbage/Trash:

- Trash and recycling must be disposed of properly.
- Must fit inside a receptacle or broken down to fit.
- Dumpsters are for use of Garden Home units only.
- All trash bins must be kept indoors until the day prior to pick up.
- Trash bins may be put out no earlier than 6:00 p.m. one day prior and brought in 6:00 pm on trash day.

Applicant(s) Initials _____

Grills:

- Not permitted to be used on any lanai, balcony, loggia, or terraces per the Governing Documents and Florida Fire Code.
- Coach/Carriage: Personal Grills may not be operated within 10 feet of any building.
- Garden Homes: Are not permitted to have grills in any capacity.
- Grills available at the amenity campus for use by all members.
 - o Must be cleaned following use.
 - o Trash with food residue must be taken home with you & never leave food on the grill.

Hurricane Shutters:

- May be installed on lanais and loggias and must be requested and approved Architectural Review.

Lanais/Balconies/Entrances/Terraces:

- Patio like furniture is permitted on lanais.
- No grills are permitted on lanais.
- Nothing shall obstruct the entryway, sidewalk, breezeway of a unit.

Moving/Construction:

- 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.
- Contractors/sub-contractors work is permitted ONLY Monday through Friday between the hours of 8:00 am and 5:00 pm and Saturday from 8:00 am until 12:00 Noon.
- No moving or contractor work on Sundays.

Maintenance:

- Repairs involving plumbing or electrical wiring shall be performed by a licensed electrician or plumber approved by the Association.
- Suspected a roof leak must first rule out AC or plumbing issues through owner hired vendor.
- Plumbing issues within a unit are an owner responsibility.
- AC unit maintenance issues inside/outside are the owners responsibility.
- Lighting issues at a doorway are responsible for exploration and remediation, including bulb changes.
- Units causing damage to a neighboring unit shall be required to cooperate and remediate any damage to an effected unit promptly.

Association Maintenance:

- Latent defects will consist of repair and replacement determined by the Association.
- Drywall repairs determined to be covered by the Association will consist of removal of effected drywall and preparation of the drywall for paint. Owners are responsible paint and any replacement or repair flooring, carpet, floor-coverings, wallpaper or other improvements.
- Building issues arising from catastrophic; pending the surplus coverage by insurance and/or special assessments.

Occupancy and Use:

- No more than two (2) persons per bedroom.
 - Restricted as a single residential unit only.
 - Subleasing and rent sharing is not permitted.
 - No transient or single room housing is permitted.
- Leasing Restrictions: Minimum - 30 consecutive days. Maximum - 3 rentals per calendar year.

Applicant(s) Initials _____

- Carriage and Coach are restricted from renting their units during the first year of deed-conveyance.
- Application and background screening is required for each applicant over the age of 18.

Pet Restrictions:

- Two (2) pets per Unit
- Pets are not to be left unattended in limited common elements or common areas.
- Pet Owners must pick up waste and dispose of properly.
- 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 to others.
- Pets must be hand restrained at all times.
- Pets deemed a nuisance, dangerous or vicious may be restricted from the premises.
- Service and emotional support animals are not considered pets.

Pool:

- No children under age the age of 16 is permitted at the pool without adult supervision.
- Personal items must be taken with you when you leave the amenity campus.
- Children not potty trained must wear leak proof covers over diapers.
- Residents and guests visiting the pool are expected to self-govern.
- Violations may result in fines and/or loss of amenities.

Gym:

- No children under age the age of 16 is permitted without adult supervision.
- Clean machines following use.
- Return weights, medicine balls and other fitness accessories to their designated areas.
- Residents and guests visiting the gym studio are expected to self-govern.
- Reports maintenance issues promptly to maintain the equipment in good condition.
- Violations may result in fines and/or loss of amenities.

Sale/Transfer/Rental – NOTICE:

- Written notice must be provided to Association not later than fifteen (30) days PRIOR to transfer of ownership or seven (10) days PRIOR to tenancy of intention to sell, lease or transfer.

Units for Sale or Lease/Open-House

- No signs permitted in the common areas or visible through doors or windows.
- Open House signs are regulated by the Association and can be displayed on the day of an open house, four hours prior and must be promptly removed following the open house.
- Gate codes used for an open house must be deactivated immediately following the open-house.
- Owners are responsible for providing direct access to agents, buyers and prospective tenants and access during an open house.

Rental Units

- Tenants are not permitted to occupy a unit prior to the lease inception.
- Lease renewals must be submitted 30 days prior to the expiration of the lease.
- Tenants that overstay their lease term may be subject to the lease renewal being denied.
- Unit owner's delinquent on assessments will result in the lease being denied.
- Unit owners are not permitted to be absentee and directly responsible for the supervision of their tenants during their tenancy.

Applicant(s) Initials _____

**Vehicle Parking & Towing Policy
Adopted on November 15th, 2023**

Vehicular and Parking Violations

Parking enforcement in Livingston Lakes Condo Assn., Inc, is monitored from time to time by designated Committee members, Livingston Lakes Board of Directors and the property manager. Vehicles in violation, as identified by the Association, and its Designated Agents, may be subject to tow at the owner's expense without notice. The parking lots within Livingston Lakes are private property, governed under the deed restrictions and adopted rules and regulations. The available parking in Livingston Lakes consists of dedicated assigned parking spots, limited common element driveways and open guest spots, which are available on a first come first serve basis.

Association Rules and Common Area Violations

- (1) Vehicles with expired tags, inoperable vehicles, vehicles soiling the asphalt or derelict are not permitted to park in the lot for more than 48 hours and will be subject to tow.
- (2) Vehicles parked overnight in the pool parking lot will be subject to tow.
- (3) Boats, jet skis, wave runners, boat trailers, trailers of any kind, campers, motorhomes, mobile homes, truck campers, buses, limousines, or other similar type vehicles are prohibited in the parking lots or driveways and will be subject to tow. Carriage and Coach homes may park the above in a member's garage and be able to close the door.
- (4) Golf cart type vehicles are not permitted and will be subject to tow.
- (5) Commercial vehicles, even if servicing a parcel that are parked in the lot overnight without being registered will be subject to tow. For vehicles servicing a unit at night, four-way flashers must be on or cones around the vehicle to prevent towing. Vehicles bearing decals or wraps regardless of their size are deemed a commercial vehicle. Commercial vehicles may be parked in a member's garage.
- (6) Vehicles parked in a handicap spot without displaying a valid handicapped placard or license plate will be subject to tow.
- (7) Vehicle maintenance is prohibited in parking lots, guest spots and designated parking spots. Vehicle maintenance is allowed in the resident's garage. Car washing is allowed in driveways and parking spots.
- (8) Vehicles in the parking lots, driveways and designated parking spots encroaching sidewalks, roads, grass or landscapes are subject to tow.
- (9) Parking is prohibited on any street except designated parking areas. Any vehicles or motorcycles parked on the street outside of a designated parking space are subject to tow.

Coach and Carriage Homes

- Driveways are a limited common element for exclusive use of the resident and resident's guests.
- Guest Parking around the Coach & Carriage Homes is designated to Coach & Carriage residents and their guests only.
- Guest vehicles using a designated guest spot must be registered through the Association and display a guest tag in the window.

Garden Homes

- Every unit is permitted to park two (2) registered cars, one in a designated spot and one in an unassigned guest spot.
- Registered vehicles must display a blue or green decal sticker in the front window or guest registration tag or will be subject to tow.
- Parking more than 2 cars per unit in the Condominium Property will be subject to tow.
- Motorcycles double parked in the same parking spot will be subject to tow.

Applicant(s) Initials _____

Guest Registration for Parking in Designated Guest Spots

One guest registration tag is distributed to each unit owner in Livingston Lakes. Guests parking a vehicle overnight should hang the tag from the rearview mirror and register the vehicle on the Livingston Lakes website under the FORMS tab. Indicate the time frame requested for registration on the form and be sure to keep the tag hanging on the mirror. Guest vehicles who will remain in the parking lot for more than 30 days need to be properly registered with a decal sticker. Vehicles without a sticker decal or guest tag are subject to tow.

Vendor Vehicles, Construction Vehicles, PODS and Trailers

- (1) Moving PODS are allowed, subject to prior approval from the Association, for a maximum of 7 days. PODs must be parked in the designated marked spot for the unit servicing. POD must fit within the confines of the assigned parking space, not encroach neighboring parking spots and can't damage the asphalt. Owner will be responsible for damage to the asphalt.
- (2) Units undergoing repairs or construction can park a trailer for a maximum of 7 days in the designated spot, while servicing a unit. Parking beyond 7 days would require a specific approval from the Association.
- (3) Commercial vehicles servicing a unit may park in designated guest spots but may not encroach sidewalks or walkways. Large vehicles may park in the street but may not block vehicles from leaving parking spots, driveways and driving on association streets.

Towing is Subject to the Following:

Collier Statute Chapter 26, Article 5, Section 26-230: *Tow truck or immobilization companies may recover, tow, immobilize or remove a vehicle/vessel based upon a private property impound without the prior express instruction of the vehicle/vessel owner or authorized driver, upon the prior express instruction of a real property owner or his authorized agent on whose property the vehicle/vessel is disabled, abandoned or parked without authorization or whose vehicle/vessel owner or authorized agent is unwilling or unable to remove the vehicle/vessel, provided that the requirements of this article are satisfied. All companies providing private property towing and/or immobilization in Collier County must have their storage facility (tow truck companies only) and an office located within the county. Further, any towed or removed vehicle or vessel must be stored at a site within a 10-mile radius of the point of removal within the county boundaries.*

"Collier County Non-Consent Towing, Private Property Towing, Immobilization and Storage of Vehicles Ordinance". (Ord. No. 2008-47, § 1; Ord. No. 2009-60, § 1) **Florida Statute 715.07** Vehicles or vessels parked on private property, towing. **For a vehicle towed at Livingston Lakes Association Parking Lot(s)**

Morley's Towing of Naples
6345 Janes Ln #6344
Naples, FL 34109
Phone: (239) 597-9611

Applicant(s) Initials _____