

**PURCHASE CHECK LIST**

ASSOCIATION: \_\_\_\_\_ RECEIVED: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SELLER: \_\_\_\_\_ BUYER: \_\_\_\_\_

BUYER EMAIL: \_\_\_\_\_

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

\_\_\_\_ SALES APPLICATION \_\_\_\_\_ SALES CONTRACT \_\_\_\_\_  
SALES APP FEE (\$ \_\_\_\_\_ ) (CHECK # \_\_\_\_\_ )

\_\_\_\_ RULES AND REGULATIONS \_\_\_\_\_ UNIFORM PET FORM

\_\_\_\_ REGISTRATION \_\_\_\_\_ LICENSES \_\_\_\_\_ PROOF OF INSURANCE

\_\_\_\_ VEHICLE REGISTRATION FORM

*Office Use Only beyond this point*

\_\_\_\_ BACKGROUND CHECK ..... (\$ \_\_\_\_\_ ) (CHECK # \_\_\_\_\_ )  
(INFO SENT: \_\_\_\_\_ ) (RESULTS RECEIVED: \_\_\_\_\_ )

\_\_\_\_ ESTOPPEL REQUEST RECEIVED: \_\_\_\_\_ (\$ \_\_\_\_\_ ) (CHECK # \_\_\_\_\_ )

\_\_\_\_ QUESTIONNAIRE REQUEST RECEIVED: \_\_\_\_\_ (\$ \_\_\_\_\_ ) (CHECK # \_\_\_\_\_ )

\_\_\_\_ INFORMATION SENT TO BOARD OF DIRECTORS DATE: \_\_\_\_\_

\_\_\_\_ APPROVED \_\_\_\_\_ DENIED DATE: \_\_\_\_\_

\_\_\_\_ APPROVAL SENT TO:

\_\_\_\_ TITLE AGENCY \_\_\_\_\_ BUYER \_\_\_\_\_ REALTOR

\_\_\_\_ CERTIFICATE OF APPROVAL (CONSENT TO TRANSFER)

Isles of Porto Vista Condominium 2 Association Inc  
C/o Infinity Property Management Firm, LLC  
9200 Bonita Beach Rd. Ste. 206  
Bonita Springs, FL 34135

SALES APPLICATION

for the Isles of Porto Vista Condominium 2 Association Inc  
Background and Credit Check Fee: \$ 110 per adult over the age of 18y, and \$100  
processing fee payable to Infinity Property Management Firm, LLC

The undersigned submit(s) this application for approval by the Board of Directors to sale a unit in Isles of Porto Vista and state(s) that the following information is true and correct.

I/WE understand that any intentional misrepresentation is grounds for automatic denial.  
We understand that acceptance is required prior to closing.

Allow at least thirty (30) days from the signed date of application, for processing which may include background checks on adults, verification of previous work & rental history, and contact listed references.

Current owner of the unit: \_\_\_\_\_

Closing Date: \_\_\_\_\_

Name of Buyer #1: \_\_\_\_\_

DOB: \_\_\_\_\_

SSN: \_\_\_\_\_

Current address: \_\_\_\_\_ since \_\_\_\_\_

Permanent mailing address: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Cellphone: \_\_\_\_\_

Occupation: \_\_\_\_\_

Employer: \_\_\_\_\_ Tel. No: \_\_\_\_\_

Have you been convicted of a felony? NO \_\_\_\_\_ YES \_\_\_\_\_

If so, when? \_\_\_\_\_

Name of Buyer #2: \_\_\_\_\_

DOB: \_\_\_\_\_ SSN: \_\_\_\_\_

Current address: \_\_\_\_\_ since \_\_\_\_\_

Permanent mailing address: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Cellphone: \_\_\_\_\_

Occupation: \_\_\_\_\_

Employer: \_\_\_\_\_ Tel. No: \_\_\_\_\_

Have you been convicted of a felony? NO \_\_\_\_\_ YES \_\_\_\_\_

If so, when? \_\_\_\_\_

**If there are additional adults planning to reside here, provide the above information on the reverse of page 1.**

Names & ages of minor occupants: \_\_\_\_\_

Have any of the above applicants resided in Isles of Porto Vista 02 as renter/guest?

Y \_\_\_ N \_\_\_

PARKING: Isles of Porto Vista's governing documents limit two vehicles per unit. Parking is available on a first-come-first-served basis. **Parking on the grass is prohibited.** Vehicles must have current tags. Recreational vehicles, boats, trailers and commercial vehicles are **prohibited.**

Vehicle #1: \_\_\_\_\_

(Make Model, Color, and Tag #)

Vehicle #2: \_\_\_\_\_

(Make Model, Color, and Tag #)

REFERENCES: Please list 3 references other than immediate family, including names, addresses, telephone numbers below.

Reference #1 \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Reference #2 \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Reference #3 \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

EMERGENCY CONTACTS: Please list 2:

1. NAME \_\_\_\_\_ Telephone no. \_\_\_\_\_

2. NAME \_\_\_\_\_ Telephone no. \_\_\_\_\_

**All residents & owners of Isles of Porto Vista 2 are bound by the association's documents, bylaws, & rules & regulations. Failure to do so constitutes grounds for denial of application.** Deed restrictions include, but are not limited to, exterior maintenance & alteration, animal control, noise control, vehicular parking, use of common ground, installation of satellite dishes, & proper disposal of garbage, recycling and large items.

Initial each of the below:

\_\_\_\_ We understand Isles of Porto Vista 2 deed restrictions, bylaws, & Rules & Regulations, and intend to abide by them.

\_\_\_\_ We understand Lee County's laws regarding animal control, communal living, & vehicle registration requirements.

\_\_\_\_ We understand Florida's requirements regarding employment & subsequent vehicle registration.

\_\_\_\_ We authorize and have provided copies of our driver's licenses to the association to run background checks for all who will be listed on this application and occupying the unit.

\_\_\_\_ We have provided a copy of the lease agreement between the owner and ourselves outlining the details of our agreement.

Primary applicant's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please print name of primary applicant: \_\_\_\_\_

Co-applicant's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please print name of co-applicant: \_\_\_\_\_

**To be completed by Management:**

The Board of Directors of Isles of Porto Vista Condominium 2 Association Inc approved the above application:

Board Member: \_\_\_\_\_

Board Member: \_\_\_\_\_

Board Member: \_\_\_\_\_

Community Manager: \_\_\_\_\_

FINAL APPROVAL authorized by

Board member: \_\_\_\_\_

\_\_\_\_\_

(Date)

# *Isles of Porto Vista Condominium 2 Association Inc*

c/o Infinity Property Management Firm  
9200 Bonita Beach Rd. Ste. 206  
Bonita Springs, FL 34135  
Phone (239) 672-8800 \* Fax (941) 313-7182

## Uniform Pet Registration Application

Each unit may house up to two (2) animals, not exceeding forty (40) pounds at maturity and a combined weight fifty (40) pounds combined, which may only be domestic dogs, cats, or birds. Each pet owner shall be responsible for the removal and disposal of the pet's feces or waste. The ability to have and keep a pet is a privilege and the Board is empowered to order and enforce the removal of any pet that becomes an annoyance to the Association.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Pet Type: \_\_\_\_\_

Breed: \_\_\_\_\_

Pet Name: \_\_\_\_\_

Owners Signature in acknowledgement of the  
aforementioned: \_\_\_\_\_

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

Board Approval Date: \_\_\_\_\_

\*Please attach a photo of your pet(s).

**Background  
and Credit Check:**

**Each adult on the application must complete this form.  
There is a non-refundable \$110.00 charge per applicant  
payable to Infinity Property Management Firm, LLC.**

Address of Unit

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Applicant's Name

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Day Phone \_\_\_\_\_

Home Phone \_\_\_\_\_

Cell Phone \_\_\_\_\_

Current Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Prior Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

\*Driver's License Numbers and Social Security Numbers are required for a criminal background check. This information will not be given to any other party for any reason at any time. **It is considered privileged and confidential.**

Social Security Number \_\_\_\_\_

Date of Birth \_\_\_\_\_

Driver's License Number and State \_\_\_\_\_

I authorize Infinity Property Management Firm, LLC to obtain my public records and to investigate any personal information on me necessary to arrive at an applicant decision.

Signature

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Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Isles of Porto Vista Condominium 2 Association Inc  
Vehicle Registration Form

PLEASE PRINT

I. Condo Unit Resident Information: Head of Household Only

First Name: \_\_\_\_\_ Last: \_\_\_\_\_

Unit #: \_\_\_\_\_ Place building address on this line 3948 Pomodoro Circle  
\_\_\_\_\_

Daytime Ph#: \_\_\_\_\_ Evening #: \_\_\_\_\_ Cell#: \_\_\_\_\_

Email: \_\_\_\_\_ 2<sup>nd</sup> Email: \_\_\_\_\_

II. Condo Unit Vehicle Registration

Vehicle #1: Name: \_\_\_\_\_ Decal# \_\_\_\_\_

Vehicle Make: \_\_\_\_\_ Tag#: \_\_\_\_\_

Color: \_\_\_\_\_ Year: \_\_\_\_\_

Vehicle #2: Name: \_\_\_\_\_ Decal# \_\_\_\_\_

Vehicle Make: \_\_\_\_\_ Tag#: \_\_\_\_\_

Color: \_\_\_\_\_ Year: \_\_\_\_\_

Please attach to this sheet a copy of the following documents for each vehicle listed:

\_\_\_\_\_ Copy of Vehicle Registration Attached  
(Place Initials on line)

**To Pick Up Parking Decals For Your Vehicles**

Please contact the Sandcastle Management office to schedule for decal pick up.

Calling ahead to set an appointment would be the best way of ensuring your request to be processed in a prompt manner.

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## ISLES OF PORTO VISTA

### COMMUNITY ASSOCIATION RULES AND REGULATIONS

#### I. GENERAL INFORMATION

A. Article V section 5.05 of the Covenants of Isles of Porto Vista grants the Board of Directors the authority to create Rules and Regulations, to ensure the quality of life, provide comfort and security, while maintaining the integrity and value of property.

B. The Rules as written serve as an adjunct to the Covenants of Isles of Porto Vista and Owners should review carefully and ensure Tenants and any Guests are made aware of and adhere to these Rules.

C. It is the prerogative of the Board of Directors to regulate and enforce the Rules as set forth ultimately holding Owners responsible for violations whether rented or Owner occupied. The obligation of informing tenants or guests falls directly to the Owner. The Owners shall always obey the Rules and Regulations and shall use their best efforts to see that they are observed by their families, guests, invitees, tenants, and employees/vendors for whom they are responsible and over whom they directly supervise.

D. The Board shall have the power to seek relief from violations by use of sanctions and/or reasonable fines as defined by a committee of owners. The committee disciplinary actions will determine the proper corrective actions necessary and time frame within which of such corrective action should occur, after proper notification in writing and shall include any reasonable legal fees associated.

E. All units shall be used only for residential purposes as permitted by Community Association Covenants. Covenants specifically limit occupancy to two (2) persons per bedroom. Approval should be obtained for additional occupants above this requirement, through the Board of Directors at sole discretion of the Board.

F. Owners shall always obey all Rules and Regulations and shall use their best efforts to see that the Rules are faithfully observed by their families, guests, invitees, licensees, tenants, and employees/vendors. Each Owner shall be jointly and severally liable to the Association with its tenants, guests, families, invitees, licensees, and employees/vendors. Violations of these Rules and Regulations subject the violator to all remedies to the Association and other Owners pursuant to the claims of the Declaration.

G. All Common Areas shall be used for the designated purpose only and nothing belonging to Unit Owners, families, guests, tenants, or staff shall be kept thereon without approval of the Board. Unit Owners shall be financially responsible to the Association for any damage caused by an Owner, family, guest, tenant, or employee/vendor.

H. Nothing shall be kept or cause any activity in any unit or on Common Grounds which shall cause an increase in Insurance Premiums. No Unit Owner shall cause or create any activity that will cause cancellation of Insurance. Owners will be responsible to ensure that tenants, families, guests, licensees, and employees/vendors observe this rule.

I. A maximum of two (2) Fobs, for access to clubhouse, pool deck and gym will be issued to each unit.

## **II. ARCHITECTURAL CONFORMITY**

A. Any replacement/repairs or alterations to an exterior portion of any unit must be consistent with the original design and materials and must be approved by an Architectural Committee comprised of at least one Board member and other Owners. A Request for Architectural Review form along with a drawing must be submitted and approval granted.

B. All alterations, upon approval by the Architectural Committee are subject to the applicable laws and regulations, ordinances, and Government requirements of the State and County. Any documents required must be filed with the Architectural Committee and be properly displayed. In the absence of a committee, the Board of Directors will serve as a committee.

C. Each owner shall comply with all Federal, State, and County ordinances required for safety and public protection. Hazardous materials shall not be stored in the Community and all Environmental laws must be observed. No Owner, Tenant, Guests shall generate, store, or release Hazardous Materials.

D. Any conditions deemed by the Community Board to be a hazard to Public Health or Safety may be corrected by the Community Association as an emergency with the cost charged to the responsible owner.

E. No trade or business may be conducted in or from any Unit except in that conducting such business is not apparent by sight or sound from the outside of the Unit. Any such business must conform to all applicable Zoning requirements as well as State and County conformity to regulations. Any such activity may not include persons entering the Community or solicitation of others in the Community. The terms Business and Trade as used in this provision shall have the generally accepted meanings.

F. For further explanation or of Architectural Review requirements refer to ARTICLE X contained in the Community Covenants.

G. The exterior of any Building and all areas of the Condominium shall not be painted or modified by any unit owner in any manner without prior written approval by the Board. Any waiver, consent or approval by the Board shall be revocable at any time and shall not be considered further as consent.

H. Lawns, shrubbery or other exterior plantings on Common areas shall not be altered or moved.

I. To maintain uniformity of the exterior appearance, no one shall affix, place anything upon, or exhibit anything from any part of any unit, that is visible from the exterior unless written consent is given. Any such action without approval will constitute a violation. There will be no window air conditioning units.

J. Outdoor accessories such as patio tables and chairs shall be maintained within the unit or unit lanai. No laundry, beach apparel, towels or cleaning devices shall be visible from Common Areas. Grills, Bicycles, scooters, skateboards cleaning items such as mops, or brooms should not be visible from Common areas or the exterior of any Building.

K. No awnings or exterior shutters other than Hurricane shutters when applicable should be used in or about any unit in any Building without prior approval of the Board. Hurricane Shutters should be removed and stored as within 15 days following a storm.

L. Sidewalks, entrances, passages and like portions of Buildings shall not be altered or obstructed and shall be used for ingress or egress only. The same shall apply to parking lots. Parking is to be orderly in spaces provided to provide unobstructed ingress and egress.

M. Except for normal household use, no owner shall use or permit storage of inflammable oil, material or explosives or gasoline, kerosene, naphtha, or benzene in any unit.

### **III. MOTOR VEHICLES & PARKING.**

A. All Owners and/or Residents must register their vehicles with Community Association. For a vehicle to be registered the vehicle must be in the name of a registered resident. A decal will be issued by the Community Association for each registered vehicle. Any vehicle that has not been registered with Community Association is subject to being towed at any time at vehicle owner's expense. All Owners and/or Residents should have displayed on the window of automobiles, the Barcode sticker as assigned by the Community Association.

B. A maximum of (3) auto window Barcode stickers will be issued to each unit, with a maximum of one per Resident. Requests for additional will be refused. Appropriate charges will apply to replacement with valid reasons and prior Fobs and window Barcodes will be removed from the system and be invalid for use. **No barcode can be moved from one vehicle to another.**

C. Abandoned or inoperable vehicles or oversized vehicles of any kind should not be parked or stored on any portion of the Community property. To the extent that a vehicle is not properly registered and/or licensed, or generally appears to be in an inoperable condition (including, but not limited to, vehicles with flat or missing tires), or appears to be a junker, Community will provide written notice to Owner or Resident of such violations. To the extent the violations are not corrected within 48 hours of receipt of written notice, Owner or Resident appoints Community Association as Owner's Resident's agent to have the vehicle towed from the Community at Owner / Resident's expense. However, non-compliance with any other Rules and Regulation respecting parking shall entitle Community Association to have the vehicle towed immediately, without notice, at owner's risk and expense. In addition, if the vehicle is parked in a manner which is dangerous, unlawful or which otherwise constitutes a nuisance or inconvenience, Community Association may tow the vehicle immediately, without notice, at owner's sole risk and expense.

D. Owner or Resident irrevocably appoints Community Association as its attorney-in-fact to remove any vehicle parked in violation of these rules and to store the vehicle at the cost and expense of Owner or Resident, in such place as Community Association, in its sole discretion, may deem proper, or to dispose of the vehicle in any manner provided by applicable law. If Community Association uses the services of a private tow operator to relocate Owner or Resident's vehicle, Owner or Resident agrees to pay the fee associated with such relocation within 7 days of the request. To the extent a private towing company is requested to ensure compliance with these Rules and Regulations, Owner or Resident acknowledges that the towing company is an independent contractor engaged in a non-hazardous occupation, and, therefore, Community Association has no liability resulting from the acts or omissions of the towing company. Owner or Resident agrees to indemnify and hold Community Association harmless from claims and all costs and expenses incurred, including, but not limited to, damaged to vehicle, attorney's fees and costs resulting from the towing of motor vehicles belonging to

Owner, Resident, occupant, members of Owner or Resident's family, or Owner or Resident's guests or invitees, where such motor vehicle is parked in violation of these rules.

E. Commercial vehicles or campers, trailers of any description, boats, and golf carts will not be permitted on the property. Trucks of any size with or without graphics or lettering exhibiting commercial use will not be permitted on the Community property. This shall not apply to vehicles parked for maintenance or repairs to any unit, building, or Common Grounds. The Association has the right to tow any vehicle not in compliance at the expense of the owner of the vehicle.

F. No vehicle shall be parked anywhere but on paved areas intended for that purpose, or in garages as approved by the Community Association. Any vehicle parked in violation of this rule will be towed at the expense of the owner if in violation for a period of 24 hours.

G. All vehicles parked in the Community shall follow all laws pertaining to personal use motor vehicles with respect to proper license plate, insurance, and registration and any other requirement of the state or county, free from or not guilty of any criminal act. Proof of insurance must be available.

H. All garage doors should always remain closed except for ingress or egress. Garages shall not be altered or converted for any purpose other than to house automobiles and storage.

I. Guest vehicles. Owner and/or Tenant shall be responsible for any damage caused by their Guest's vehicles. Any Guest Vehicle that is parked overnight shall be registered with the Community Association. Guest Vehicle Registration shall be completed via email to the Management Office with the Owner or Residents address, the name of the Guest, the make, model and license plate of the Guest Vehicle. The Management Office will provide a Parking Pass with an expiration date to be displayed on the dashboard. Failure to properly register a Guest Vehicle or to display the Parking Pass may result in the vehicle being towed at the Guests, Owner or Residents expense. No Guest Vehicle shall be permitted to park overnight for more than 3 consecutive nights.

J. Rental cars (rented by a Resident Owner or a Tenant) are permitted to park in the Community for a period of no longer than 7 days and shall be registered with the Community Association. Registration shall be completed via email to the Management Office with the Owner or Residents address, the make, model and license plate of the Rental Car and a copy of the rental contract. The Management Office will provide a Parking Pass with an expiration date to be displayed on the dashboard. Failure to properly register a rental car or to display the Parking Pass may result in the vehicle being towed at the Resident Owner or Residents expense.

K. The repair, washing and/or testing of motor vehicles and/or their engines anywhere in the Community is strictly prohibited unless the Community designates a specific location or area for such activities.

L. There are no assigned parking spots.

#### **IV. PETS**

A. Commonly accepted household pets such as dogs, cats, or birds may be kept in any unit.

B. No unit will be permitted to have more than two pets. Pets should be limited to 40 pounds or less when fully grown and a combined weight of 50 pounds.

C. A breed-restricted pet policy is implemented to exclude the following breeds: Rottweiler, Chow, Doberman, Pit Bull (to include American Staffordshire Terrier, American Pit Bull Terrier and Staffordshire Bull Terrier), German Shepherd and Bull Mastiff and mix thereof, or any breed or mixed breed deemed aggressive. If Community Association determines that the pet is of the above-described breeds or a mix thereof, Community Association may deny residency to the pet or demand its removal.

D. Visiting pets are not permitted under any circumstances.

E. All dogs should be leashed while outdoors. Pets should not be allowed to roam freely, on the Community grounds. Pets may not be left unattended or leashed on porches, lanais, patios or on any Community grounds or common areas, as well as outside or in garages.

F. Any owner whose pet defecates on any common area, sidewalk, entry, or paved area shall immediately clean up the pet's solid waste. Pet clean-up stations are placed throughout the Community for solid waste disposal. Failure to clean up pet waste will result in a fine of \$100.00 for each violation and if not corrected will result in removal of the pet from the Community.

G. Any pet deemed to be vicious or a nuisance by way of noise, destruction of property, or aggressive behavior as determined by the Community Association shall be removed from the Community within 7 days of the decision of the Board. Any legal fees that result from this action will be assessed to the owner.

H. No horses, cows, pigs, goats, chickens, pigeons, reptiles, rodents, amphibians, insects, arachnids, non-caged birds, or rabbits or any other such animal, shall be kept on any part of the property.

I. No pet shall be tethered or left unattended on any Common Area, nor within a garage area, or any other Common Grounds.

J. All Unit Owners and Residents shall provide to Association, upon request, documentation from a veterinarian attesting to breed, height, weight and proper inoculation and licensing of dogs and cats and birds. Pet Registration forms shall be completed along with a photograph of any pets to be kept on the Property. Owners are responsible to include this form and medical history and shot records with any tenant application. All pets must be registered with the Association.

K. Pets are not permitted in the gym, pool, pool deck, or clubhouse.

L. Owners and Residents shall ensure that the pet does not, at any time, disturb any other resident of the Community. If, any pet has disturbed or is disturbing any resident or has caused or is causing damage to the Community, then Owner and/or Resident shall be notified. Owner and/or Resident shall have (7) seven days from the date of the notice to cure the problem and prevent recurrence of a problem. Upon any recurrence of the problem or other activity or behavior deemed problematic by Community Association in relation to the pet, will result in a fine of \$100.00 for every violation and if not corrected will result in removal of the pet from the Community.

M. Owners and Residents shall be legally and financially responsible for any damage that their pet causes to other residents, common areas, or any community property.

N. Service animals and emotional support animals are not considered pets. Due to occasional misuse of the concept of a service animal or emotional support animal, Community Association will require, what Association deems appropriate documentation or proof that an animal is a service animal or emotional support animal. It is a crime in the State of Florida to misrepresent a pet as a service animal.

## **V. LEASE AND RENTAL PROPERTIES**

A. All Buyers, Residents, and Tenants must be registered with the Association. An application form obtained from the Association must be submitted with a \$100.00 non-refundable application fee prior to move-in unless Applicant has already been pre-screened by an approved management company. No exceptions to this Rule. Any attempt to move a tenant in without being properly registered by the Association will result in a fine to the unit owner of \$100.00 per day. Owners added to an original lease will be subject to register with the Association and required to submit a fully completed application form with \$100.00 application fee. All residents over the age of 18 must be listed as an occupant on an approved lease. Payments for applications must be submitted via the online payment portal after the online application is completed.

B. All submitted applications must include a copy of the Applicants photo identification. This must be a valid driver's license, passport, or state ID. All new buyers and tenants must provide proof of income indicating the ability to fulfill payment obligations.

C. All re-sales must be approved by the Property Management Office on behalf of the Association. The request must include the application fee of \$100.00. Payments for applications must be submitted via the online payment portal after the online application is completed.

D. All Owners, new residents and tenants must review and accept these rules. A video or phone orientation may also be required by the Association.

E. No sub-leasing is permitted.

F. Move-ins are to be between the hours of 8:00 a.m. and 7:00 p.m. with no exceptions but can be done any day of the week.

G. Owners are responsible for providing new tenants with a complete copy of the Association Rules and Regulations.

H. Any lease must be for a minimum of 30 days and not more than two years. All leases must comply with above Rules and Regulations.

## **VI. POOL RULES AND REGULATIONS**

A. There will be no lifeguard on duty at any time at the Pool, therefore SWIM AT YOUR OWN RISK.

B. Any unskilled swimmers or non-swimmers must be always accompanied by a responsible swimmer. No inexperienced swimmer may swim without a responsible adult present. The Board has the sole discretion to determine this. All resident Owners should be aware that they are responsible for any guests, renters, and visitors of Owners or renters with regard to Pool Rules, and safety.

C. Association Pool is not of sufficient depth to permit safe diving into the Pool. Therefore, diving or jumping into the pool is not permitted. Violating this rule may result in removal from the pool area and could result in loss of pool privileges.

D. There should be no RUNNING on the Pool surface surrounding the pool. NO EXCEPTIONS. Violation of this rule and any other violation will cause any person or persons to be removed from the pool area and could result in loss of Pool privileges.

E. No glass containers will be allowed at the pool at any time. No food or alcoholic beverages allowed in the pool or the pool area. Pool furniture must be returned to its original location upon leaving the pool. Any damage or clean-up of the pool area if left by an Owner, guest, or visitor will be charged to the Owner responsible.

F. Owners or Tenants will be allowed to have four (4) guests at the pool provide that they are accompanied by an Owner or Tenant. The Key Fob assigned to an Owner or Tenant shall not be LOANED to any visitor at any time. The Key Fob cannot be transferred to anyone other than the Owner or Tenant as assigned. All visitors must be accompanied by an Owner or Tenant in good standing.

G. Pool hours are dawn to dusk. No swimming after dark is allowed. As in any emergency please call 911. Please obey the POOL RULES AS POSTED.

H. The pool is not available for parties.

I. No pets in the pool or in the pool area at any time

J. All persons must shower before entering the pool.

K. No one with any skin, eye, ear, nose, throat infection or any ailment which may be communicable, or tend to contaminate or pollute the water, shall be allowed to use the pool. Spitting or discharging any bodily wastes in the pool or in the pool area is strictly forbidden.

L. Persons under 18 years of age, or persons requiring supervision because they lack the necessary discretion for life safety, must be accompanied by a competent Resident adult that will pay full attention, be attentive, and otherwise take full responsibility for the safety and wellbeing of such person.

M. Traditional bathing apparel required. No thong bathing suits or cut-off clothing.

N. No loud music allowed in the pool area.

O. No scuba diving allowed. No scuba equipment allowed in pool or on pool deck.

P. Person's in diapers must, at a minimum, wear a swim diaper. Any Owner or Resident or other person violating this policy will be asked to leave the pool area. Any person having "an accident" in the pool about defecating or urinating in the pool will be responsible for sanitizing the pool. This may include draining and refill after sanitation. Sanitation is a very costly process, and all Owners and Residents should be aware of the consequences prior to allowing a person with diapers in the pool.

Q. Association reserves the right to refuse admittance to, or eject from, the pool premises, any persons failing to comply with any of the above health and safety policies. In addition, Association reserves the right to refuse admittance to non-residents.

R. At all times, the resident and guest must have their pool wristband/ID tag. No one can occupy the pool without the appropriate credential. The Association management office has the wristbands available for all owners, residents, and tenants for sale at a nominal fee.

## **VII. GYM / FITNESS CENTER POLICIES.**

- A. Use of weight and other equipment is at your own risk. The Community Association or Landlord is not responsible for any injury or condition sustained by Resident.
- B. Only residents of the Community may use the fitness facility.
- C. No one under 16 years of age permitted in the gym without experienced supervision.
- D. Traditional exercise attire (including shirts) and athletic footwear must be worn while using equipment.
- E. Free-weights and dumbbells must be gently placed on ground when in use, and gently returned to racks after use.
- F. Use of a spotter is highly recommended during free-weight exercise.
- G. The Community Association or Landlord is not responsible for loss, theft or damage of personal property in the Community in general, and in the Fitness Center in particular.
- H. No food, alcohol, glass containers, or audible audio permitted in the Fitness Center.
- I. No smoking or other tobacco products are permitted in the Fitness Center.
- J. No pets are permitted in Fitness Center.

## **VIII. CLUBHOUSE / COMMUNITY CENTER POLICES**

- A. No one permitted at clubhouse unless accompanied by an registered resident that is actively always supervising such person.
- B. Guests must be accompanied by an owner or resident.
- C. No alcoholic beverages permitted.
- D. No running, jumping or wild activity.
- E. No loud music. No Pets. No Smoking
- F. Shirt and proper attire are required.
- G. Pick up and properly dispose of all trash.
- H. Act courteously toward other Residents and Guests.

- I. No cooking.
- J. Do not remove any of Association's property from Clubhouse / Community Room.

## **IX. SMOKE FREE COMMUNITY**

- A. Definition of Smoking. The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form.
- B. Association has adopted a smoke-free policy for the Community. Owners and Residents acknowledge and agree that the all the common areas of the Community have been designated as a smoke-free living environment.
- C. Common areas shall include pool deck, area around the pool deck and clubhouse, clubhouse, gym, parking areas, walkways, breezeways, sidewalks, streets, dumpster area, areas around, adjoining and in between buildings, playground, dog park, areas around lakes.
- D. Owners and Residents shall not permit any guests or visitors under the control of Owner or Resident to smoke in any of the common areas of the Community.
- E. Owners and Tenants (with authorization from their unit owner) may smoke in their units and on their balconies or lanais.
- F. No owner or Tenant shall dispose of cigarettes, cigars, or anything of the like in the landscaping of the Community. Nothing should be thrown from lanais, windows, or doors into the landscaping adjoining buildings.
- G. The Community Association may designate an exterior location where smoking is permitted. If an area is designated, then smoking shall only be permitted in the Designated Smoking Area. This location may be terminated or relocated at the Community Association's discretion.
- H. Any breach of this non-smoking section or policy by an Owner or Resident shall result in a \$100.00 fine per occurrence after one warning.

## **X. MISCELLANEOUS**

- A. No external storage of any item may be stored anywhere on the property unless such approval is received in writing, from the Board. Such requests will only be considered in an emergency.
- B. No items can be stored in the meter, electrical, or elevator rooms of the Association. Only authorized management or contractors will be permitted access to these areas.
- C. Any approved announcements can be placed on the Community boards in the clubhouse and in each unit.
- D. Destruction of Property and Entrance/Exit gates will not be permitted, and Unit Owners, tenants, guests, licensees, or employees/ vendors shall not mark, scar, damage, destroy, or deface any part of gates or Buildings. Damages to any Property will be the responsibility of the unit Owner and repair costs shall be assessed to that Owner. Exception to this Rule would be if

damage is caused by a vendor or authorized contractor working within the Grounds. Reporting damages should be the responsibility of all Unit Owners witnessing any such action.

E. There shall be no solicitation by any person anywhere on the property for any cause, charity or for any purpose, unless approved by the Board. There is to be no signage allowed within the Community anywhere without prior approval of the Board.

F. No person is permitted on the roofs of any Building for any purpose other than authorized vendors to complete repairs or inspection.

G. Garbage, trash, and recyclable material shall be disposed of in the receptacles provided. Disposal in undersigned areas or placing garbage or trash beside the receptacles will not be tolerated. Any such violation will be subject to a \$100.00 fine per occurrence after one warning.

H. Verbal abuse or harassment of any Board or Committee member or affiliated companies of the Association and its employees will not be tolerated. No Owner or Resident shall supervise, direct, or attempt to assert control of employees of the Association or vendors, nor shall any Owner request that such person undertake a private business for the Owner. The Board shall have the sole responsibility for directing employees or vendors.

I. Unit owners may install antennas, satellite dishes or other transmitting/receiving devices in or upon their unit providing that such Unit Owner shall have obtained prior written approval of the Association, with respect to location, manner of installation, operation, maintenance, and screening all in accordance with the Telecommunications Act of 1996. No dish shall be affixed to the Building or railings in any manner. All dishes are subject to the approval of the Board.

J. All clubhouse rentals must be approved by the Association with the completed application fee and signature of compliance. No owner with a past due balance may rent the clubhouse and the Association has the right to amend rules and requirements for the clubhouse rental process. The applicant will have to pay a reasonable rental fee and cleanup fee as deemed approved by the Board of Directors.

## **XI. INSPECTION/COPYING ASSOCIATION RECORDS**

A. Florida Statute provides that the Association may adopt reasonable rules regarding the frequency, time, notice, and manner of record inspection. The Board of Directors believes it is in the best interest of the Association to adopt rules as set forth in the above referenced statute. Therefore, the following rules governing inspection of Association records are adopted, in accordance with the Covenants and Restrictions of the Association.

B. The official records referred herein as "records" available for Inspection as designated by the Act as official records of the Association are defined as follows:

1. No record other than those defined above shall be available for inspection, unless the Board determines it to be in the best interest of the Association to make such records available.

2. Persons entitled to inspect should be limited to owners who shall have the right to inspect the records as permitted by law. All references in this Resolution to Owner will include title holders of a unit, lot, or any authorized agent of an owner, by way of written authorization.

C. Any owner desiring to inspect records shall submit a written request by U.S. mail, Return Receipt Requested or Certified U.S. mail, Return Receipt Requested, to the Association at the official address of the Association pursuant to the most recent records of the State of Florida Secretary of State, Corporations Division. Request made by facsimile transmission, electronic mail (e-mail), verbal or any means other than described above do not comply with this Resolution. Written requests must specify the records the Owner desires to inspect, including specific dates or time periods. The request must be sufficiently detailed to permit the Association to retrieve the exact records requested. An owner inspection request shall be deemed received as follows: U.S. mail five days after the date of post-mark on the transmitted letter, or if by Certified mail, Receipt Requested, the date the receipt card was signed by the Association.

D. Inspection of records shall be restricted solely to those records designated in the written request for inspection and shall be conducted solely by the Owner signing the inspection request or his or her authorized representative. Inspection of any other records will not be permitted. If more than one Owner request to inspect the same records the Association may require that the inspections are conducted at different times. Co-Owners of a Unit may inspect the requested records together. If an Owner has designated an authorized representative to inspect the records, the Owner and authorized representative may not inspect the records together.

This shall not preclude an Owner from inspecting the records with the Owner's representative if such representative is a Certified Public Accountant licensed in Florida, or an Attorney at Law licensed to practice in Florida. This rule shall be amended from time to time as in compliance with the state of Florida.

E. An Owner shall not submit more than two (2) written requests for inspection of records per calendar month. Any request submitted more frequently shall be deemed to have been received on the first day of the following calendar month. Each request permitted under this section shall be limited to the request of three (3) specific categories of official records with the intent that an Owner shall be limited to six (6) requests per calendar month i.e. two (2) requests per month with three (3) categories per request.

F. Inspection of records shall be conducted at the office where the Association records are maintained or at such other location as may be designated by the Association. Records must be available for inspection in Lee County or within forty-five (45) miles of the Association property. No records shall be removed from the location where inspected and no alterations, markings, or notations on the original records will be permitted.

G. Records shall generally be made available for inspection by the Association on or before the tenth (10TH) working day after receipt of a written request. This time frame may be extended upon agreement of the Owner for good cause. Additionally, this time frame shall be extended in the event the records requested are voluminous and unreasonable to fulfill in the ten-day time frame. The Association shall use its best effort to make the requested records available within the 10th working day after receipt of request. Failure to so will create a rebuttable presumption that the Association has violated the provisions of this Resolution. The Association may rebut the presumption by obtaining an opinion from legal counsel that the Association has, under the circumstances, attempted to address the Owner's records inspection request promptly and in good faith. The Association shall notify the Owner by telephone or in writing (including e-mail) that the records are available and the time, date, and location of inspection if other than the Association office. Inspection shall be made only during the normal business hours of the location of inspection if other than the Association office. Working day shall mean Monday through Friday exclusive of federal and state holidays in the office of the Association or office where records are made available. Normal business hours shall be the hour the Association office

is customarily open, or the hours the location inspected are customarily open. If there are no customary hours of operation, then 9:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m. on a working day shall be the designated business hours. No Owners shall be entitled to inspect records for more than eight (8) hours cumulatively in any calendar month. At the request of the Association or the Owner, inspections may be broken into segments provided that three (3) inspection visits per calendar month shall be the maximum number of sessions in a calendar month, and eight (8) hours maximum cumulatively.

H. If after inspection an Owner desires to have a copy of a record, the Owner shall designate in a separate writing, which record, or portion thereof, for which copy is desired, or in the alternative, shall designate such record by use of clip or tab on each page(s) desired, no more than one (1) copy of each record requested shall be provided. If the location of record inspection has a copy machine capable of making copies of the records designated, and the Owner has requested 25 or less pages to be copied, then copies of the records shall be available contemporaneously with the inspection. If the records to be copied exceed 25 pages, or there is no copy machine at the location of inspection, the Association may send the records out for copying by an outside source, such as a commercial copying source or make the copied records available for later pick up. If copied at the location where records are kept, copies of more than 25 pages shall be made available for pick up by 5:00 pm within 3 working days from the date of inspection, with the day of inspection not counting in the calculation of deadline. Copies made by an outside source shall be available as copying service can pick up and return the records to the inspection location or where records are stored. Copies will be available for Owner pick up at the place where records are kept or produced and the Owner may pick up at that location. The Association will have no obligation to mail or deliver copies to any Owner. The Association shall allow an Owner to use a portable device, including smartphone, tablet, scanner or any other device capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of making an electronic copy of the official records by the Association. The Association will not charge an Owner for the use of portable device. An Owner shall pay the reasonable expense of copying. In the event copies are made by the Association the cost shall be twenty-five cents (\$.25) per page. If copies are made by an outside vendors, actual costs shall be charged to the Owner. Payment in advance shall be required. Copies will not be made unless and until payment is received.

I. If records are kept on computer format the Association may print such records to paper. The Association shall not be obligated to allow Owners to access the Association computer system, but may allow for certain inspections of computer records. If an Owner is allowed by the Association to search or inspect records through a computer system supplied by the Association or the office in which records access is being conducted, the person inspecting the records shall not e-mail any inspected records to any other computer, person, or e-mail account nor otherwise transmit or manipulate the data being reviewed during the inspection of records by review on computer format.

J. The Association may comply with its obligation to make records available for inspection by providing them to the Owner by electronic mail, the internet, or making them available in a computerized format readable with customary programs used in computers of consumers. If however, the Owner provides the Association with written notice that they do not have access to a computer, the Association will supply the records in paper format. An Owner and the Owners authorized representative shall be considered one person. If inspection is requested by any person other than the recorded Owner of a unit, the request shall not be recognized by the Association until the Owner of record designates such person in writing as their authorized representative, or unless such person is an Attorney at Law practicing in the State of Florida. All persons inspecting records or requesting records must conduct themselves in a courteous non-threatening manner and shall not interfere with the normal operation of the Association office and the duties

of the personnel, nor the office where records are inspected or copied. The Association office, or office of inspection may assign a staff person to assist in the inspection and all requests for further assistance and copying during inspection shall be directed to that staff person.

K. Any violation of these Rules for Inspection may result in the immediate suspension of the inspection until the violator agrees in writing to comply. Any requests for inspection not complying with this Rule will not be honored, and in such case the Association shall mail, or hand deliver a written response to the Owner requesting inspection indicating how the request fails to comply with the Rules. The Association through the Board of Directors will take appropriate legal action available against any Owner that fails to comply with these Rules of inspection, including but not limited to the levy of fines and/or suspension of use rights subject to the requirements of law. Nothing in these Rules shall be construed as a limitation or restriction upon any of the Association's rights or remedies, or act as an election of remedies. All right and remedies of the Association shall be cumulative. The President of the Association, or the Manager, as directed by the President, shall have the authority to interpret and implement the provisions of these Rules, and make decisions and judgments arising without the need for Board approval, on a case by case basis. As with other Rules as written these Rules will be effective upon Board approval.

## **XII. REPRESENTATION AND WARRANTIES.**

A. Owner / Resident represents and warrants that they have read all the Community Association rules and regulations.

**B. OWNER / RESIDENT REPRESENTS AND WARRANTS THAT THEY UNDERSTAND ALL OF THE COMMUNITY ASSOCIATION RULES AND REGULATIONS. THIS IS NOT JUST STANDARD BOILERPLATE LANGUAGE.**

C. Owner / Resident acknowledges and agrees that Community Association Rules and Regulations are required to protect Community Association property and interests and to ensure that all Owners and Residents can enjoy the Community, the pool, the gym, the clubhouse and all other common areas.

D. Owner / Resident represents and warrants that they have reviewed the Community Association rules and regulations with their legal advisor; or have had the opportunity to review the Community Association rules and regulations with their legal advisor. Owner / Resident is prohibited from ever taking the position like "*Gosh. I just signed the Community Rules and Regulations, I did not read it. I did not think the rules apply to me. I thought it was standard language.*" Community Association relies upon this representation and warranty and Owner / Resident stipulates that it is prohibited and estopped from ever asserting a contrary position.

E. Owner / Resident represents and warrants that they have had the opportunity to ask Community Association any questions regarding the rules and regulations and that all their questions or concerns have been explained and/or addressed to their complete satisfaction.

F. Owner / Resident represents and warrants that they agree that Community Association Board must have, and does have, the sole and absolute discretion to change Rules, Regulations, and Policies at any time, including but not limited to the policies for the Community, Pets, Parking, Pool, Gym, and all common areas of the Community.

G. Owner / Resident represents and warrants that it understands, and agrees, that the amenities, including pool, common areas, gym, and clubhouse may, in Community

Association's sole and absolute discretion, be changed, eliminated, closed, taken out of service for repair, or modified from time to time.

H. Owner / Resident represents and warrants that it will not assert any argument that any provision of these rules and regulations, is unenforceable, harsh, inequitable, technical, beyond its control, non-material, unconscionable, not fully understood, or unfair.

I. Owner / Resident represents and warrants that it understands, agrees and accepts that there may be security cameras with audio and video surveillance in the common areas of the community and that there is no expectation of privacy in any of the common areas, including but not limited pool deck, clubhouse, gym, breezeways, parking lot, sidewalks, and entry gate.

**XIII. COMMUNITY ASSOCIATION CONTACT INFO**

Isles of Porto Vista Community Association  
3936 Pomodoro Circle Cape Coral, FL 33909  
Office: (239) 800-3747 | Fax: (239) 673-7729  
Email: info@floridaskylinemanagement.com

**I HAVE READ AND UNDERSTOOD AND AGREE TO ALL OF THE COMMUNITY ASSOCIATION RULES AND REGULATIONS. I UNDERSTAND THAT I AM SUBJECT TO FINES, VIOLATIONS, POSSIBLE EVICTION AND LEGAL ACTION AGAINST ME FOR FAILING TO COMPLY WITH THE LANDLORD, MANAGEMENT COMPANY OR COMMUNITY RULES AND REGULATIONS**

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Owner / Tenant / Resident Signature	Unit #	Print Name	Date
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Owner / Tenant / Resident Signature	Unit #	Print Name	Date
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Owner / Tenant / Resident Signature	Unit #	Print Name	Date
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