

PURCHASE APPLICATION CHECK LIST

ASSOCIATION: _____ RECEIVED: _____

ADDRESS: _____

OWNER APPLICANT: _____

CLOSING DATE: ____/____/____

_____ APPLICATION

_____ APP FEE (\$ _____) (CHECK # _____)

_____ SALES CONTRACT

_____ REGISTRATION

_____ VALID FORM OF ID

_____ UNIFORM PET REGISTRATION

_____ BACKGROUND CHECK (\$ _____) (CHECK # _____)

**SPANISH GARDENS HOMEOWNERS ASSOCIATION
C/O INFINITY PROPERTY MANAGEMENT**

9200 Bonita Beach Road - Suite 206

Bonita Springs, FL 34135

E-Mail: mgreen@infinitymgmtllc.com

Phone (239) 672-8800

APPLICATION FOR RENTAL/OR PURCHASE

**APPLICATION FEE \$125 PER PERSON OVER THE AGE OF 18
BACKGROUND CHECK FEE \$100 PER PERSON OVER THE AGE OF 18
(FORM IS ATTACHED)**

The undersigned submit(s) this application for approval by the Board of Directors to rent or purchase a unit in Spanish Gardens and state that the following information is true and correct.

I/WE understand that any intentional misrepresentation is grounds for automatic denial. Please allow 10 days from the signed and delivered date for processing, which will include background checks.

Current owner of the unit: _____ Representative of the owner: _____

Date of proposed lease: _____ to _____ Signature of owner or representative: _____ Date: _____

Name of adult tenant/owner #1: _____

DOB: _____ SSN: _____

E-mail address: _____ Cell Phone #: _____

Have you been convicted of a felony? NO ___ YES ___

If so when: _____ Nature of felony: _____

Name of adult tenant/owner #2: _____

DOB: _____ SSN: _____

E-mail address: _____

Cell Phone #: _____

Have you been convicted of a felony? NO ___ YES ___

If so when: _____ Nature of felony: _____

If there are additional adults planning on living here, provide all of the above information for each:

Names and ages of minor occupants:

1: _____ Age _____

2: _____ Age: _____

3: _____ Age: _____

EMERGENCY CONTACTS: Please list 2 with phone numbers:

1: _____ 2: _____

Please note: **Only** approved residents may reside in premises unless otherwise approved by the BOD. This includes anticipated roommates (over 30 days).

PETS:

Pets of normal domesticated household type (such as cats, dogs, hamsters, guinea pigs and non-exotic pets) are allowed: please list:

1: Name: _____ Breed/Color: _____

Weight: _____ Age: _____

2: Name: _____ Breed/Color: _____

Weight: _____ Age: _____

If your pet is a puppy, please provide anticipated grown weights:

1: _____ 2: _____

County ordinances **require** that all pets be on a leash or handheld and that their waste be picked up & properly disposed of by the owner. All pets must be kept current on shots. Excessive hours of barking/noise or aggressive pets must be addressed or removed. Owner's may **not** leave pets unattended in backyards, garages, screened porches or lanai's where their noise may bother others.

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 unit 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 of such pet within the Association. Guests and tenants who have a pet **must** abide by the same rules and regulations as owners.

VEHICLES:

Vehicles must have current license tags. All vehicles and trailers must be kept in the garage and/or driveway and be kept well maintained and in good condition. Any vehicle that is inoperable or with body parts such as hood, door, quarter panel, bumper or bed removed **must** be placed in a garage and not visible from any adjacent street or lot. Please list your vehicles:

Vehicle #1: _____

(Make, Model, Color, Tag #)

Vehicle #2: _____ (Make, Model, Color, Tag #)

Vehicle #3: _____ (Make, Model, Color, Tag #)

LEASING OF HOMES:

Homes can only be leased by a new owner after one year of residence of home. Leasing after the first year of ownership may be **no more** than 2 times a year for at least a minimum of 30 days.

GUESTS:

Guests may occupy leased homes when **only** when lessee is in residence. The total number of house guests in leased homes is limited to four (4) persons for no longer than 14 days. Permanent roommates over 30 days **must be** approved by the BOD with submitted Application and background checks.

STORAGE AND DETACHED STRUCTURES:

Storage structures are allowed on property but **must not** be visible from the street or adjacent property. Hedges or lattices or other Architectural Review landscaping may be used to obstruct views of storage if approved by the ARC committee before installed.

All residents & owners of Spanish Gardens are bound by the association's documents, bylaws, & rules & regulations. Failure to do so constitutes grounds for denial of application and/or grounds for eviction. Deed restrictions include, but are not limited to exterior maintenance & alteration, animal control, noise control, vehicular parking and use of common ground.

_____ We understand Spanish Gardens has by-laws, rules and regulations and we intend to abide by them.

_____ We understand Lee County's laws regarding animal control, communal living, and vehicle registration requirements.

_____ We authorize and have provided copies of our driver's licenses to the Association to run background checks for all adults over 18 who will be listed on this application and occupying this unit.

_____ We have provided a copy of the lease or purchase agreement between the owner and ourselves outlining the details of our agreement.

_____ We have enclosed the application fees for each person over 18 and background check form with fees for all listed applicants.

Primary Applicants Signature: _____

Print name: _____

Date: _____

Co-applicants Signature: _____

Print name: _____

Date: _____

Global background check form is attached. Please copy and fill out the same form for any adult over the age of 18 who will be residing at home over 30 days.

.....
To be completed by Management: _____

The following Board of Directors approve the above application:

Board Member _____

Title: _____

Board Member _____

Title: _____

Final Approval Date: _____

SPANISH GARDENS SUBDIVISION RULES AND RESTRICTIONS

1. ALL PROPERTY OWNERS ARE REQUIRED TO BECOME A MEMBER OF SPANISH GARDENS HOMEOWNER'S ASSOCIATION. DUES ARE SET PER YEAR PER LOT AND MUST BE PAID TO THE PROPERTY MANAGER TIMELY, FAILURE TO DO SO WILL RESULT IN LATE FEES AND POSSIBLE LIEN ON PROPERTY.
2. LOTS SHALL BE ONLY FOR SINGLE FAMILY RESIDENTIAL PURPOSES. ONLY A SINGLE-FAMILY DWELLING AND ATTACHED PRIVATE GARAGE ARE PERMITTED. CARPORTS AND DETACHED STRUCTURES ARE PROHIBITED. ALL SINGLE-FAMILY DWELLINGS SHALL HAVE A MINIMUM OF 1,000 SQUARE FEET OF ENCLOSED LIVING SPACE (EXCLUSIVE OF OPEN PORCHES AND GARAGES). STILT HOUSES ARE NOT PERMITTED. THERE IS A \$1,000.00 REFUNDABLE FEE FOR ANY NEW HOME BEING BUILT, TO COVER ANY DAMAGES THAT MIGHT OCCUR DURING THE BUILD. NEW HOME BUILDING PLANS, ALONG WITH HOME AND ROOF MATERIAL SAMPLES AND COLORS, DRIVEWAY PLANS, DRAINAGE PLANS (ALL AS PERMITTED WITH THE CITY OF BONITA), MUST BE PROVIDED TO THE BOARD OF DIRECTORS ATLEAST 30 DAYS BEFORE BUILDING BEGINS AND BE APPROVED BY THE BOARD OF DIRECTORS.
3. OUTDOOR STORAGE AND DETACHED STRUCTURES ARE ALLOWED ON PROPERTY BUT MUST NOT BE VISIBLE FROM STREET OR ADJACENT PROPERTY. OUTDOOR STORAGE AND DETACHED STRUCTURES ARE ALLOWED ON PROPERTY BUT MUST NOT BE VISIBLE FROM STREET OR ADJACENT PROPERTY. HEDGES, COVERS, LATTICES OR OTHER BOARD ARCHITECTURAL REVIEW COMMITTEE APPROVED PRIVACY BORDERS MUST BE USED TO OBSTRUCT VIEW OF FROM STREET AND NEIGHBORS.
4. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC EXCEPT ONE SIGN OF NOT MORE THAN 3 SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT, OR SIGNS USED BY THE BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD.
5. ALL GARBAGE AND TRASH MUST BE SECURELY WRAPPED AND PLACED IN TIGHTLY SEALED GARBAGE CONTAINERS THAT ARE IN GOOD CONDITION AND STORED OUT OF SITE. PLEASE DO NOT LEAVE FOOD FOR WILD ANIMALS OUTSIDE AT ANY TIME. FEEDING RACCOONS IS ILLEGAL WITHIN THE STATE. PLEASE DO NOT FEED PETS OUTDOORS TO AVOID ATTRACTING WILD ANIMALS.
6. ALL VEHICLES AND TRAILERS (COMMERCIAL, RECREATIONAL OR OTHERWISE) MUST BE KEPT IN THE GARAGE AND/OR DRIVEWAY, HAVE CURRENT LICENSE TAGS AND BE WELL MAINTAINED AND KEPT IN GOOD CONDITON. ANY VEHICLE THAT IS INOPERABLE OR WITH BODY PARTS SUCH AS THE HOOD, DOOR, QUARTER PANEL, BUMPER OR BED REMOVED, SHALL BE PLACED IN THE GARAGE OR OTHER STORAGE ELSEWHERE, SO THAT IT IS NOT READILY VISIBLE FROM ANY ADJACENT STREET OR LOT. STREET PARKING IS ALLOWED DURING THE DAY BUT MUST NOT BLOCK ANY VEHICLES RIGHT OF WAY; OVERNIGHT STREET PARKING ON THE ROAD AND GRASS PARKING IS *PROHIBITED* AT ALL TIMES. NO TRUCKS, COMMERCIAL OR INDUSTRIAL VEHICLES SHALL BE MAINTAINED UPON THE PREMISES EXCEPT PERSONS RESIDING ON THE PREMISES MAY MAINTAIN FAMILY AUTOMOBILES OR TRUCKS. COMMERCIAL VEHICLES WITH A GROSS VECHICLE WEIGHT MORE THAN 12,000 LBS. CANNOT BE PARKED OR MAINTAINED IN RESIDENTIAL AREAS, PER CITY ORDINANCES.
7. THE THROWING, BURYING, PLACING OR BURNING OF GARBAGE, REFUSE, TRASH, OR OTHER MATTER IS PROHIBITED. NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY LOT NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR BECOME AN ANNOYANCE OR NUISANCE IN THE NEIGHBORHOOD.
8. ALL PROPERTIES INCLUDING VACANT LOTS *MUST* BE WELL MAINTAINED WITH GRASS MOWED OVER (6) INCHES AND WEEDS OVER 16" IN HEIGHT, AND BE KEPT CLEAN OF ALL DEBRIS. IN THE EVENT AN OWNER SHALL FAIL TO COMPLY WITH THESE RESTRICTIONS, SUCH OWNER BY ACCEPTANCE OF A DEED TO SUCH A LOT, CONSENTS TO THE MOWING AND/OR REMOVAL OF DEBRIS BY THE HOMEOWNER'S ASSOCIATION. SUCH OWNER AGREES TO COMPENSATE THE ASSOCIATION THE REASONABLE COSTS OF SUCH MOWING OR REMOVAL. FAILURE TO COMPENSATE BY THE OWNER WILL RESULT IN A LIEN BEING PLACED ON SUBJECT'S LOT BY THE ASSOCIATION. A SEVEN (7) DAY NOTICE WILL BE GIVEN TO OWNER BEFORE SUCH SERVICES ARE PERFORMED AT THE DIRECTION OF THE ASSOCIATION.

9. NEWLY PURCHASED OR BUILT HOMES MAY ONLY BE LEASED ONLY AFTER ONE (1) YEAR OF THE NEW OWNER'S RESIDENCE, FOR NO MORE THAN TWO (2) TIMES A YEAR FOR ATLEAST A MINIMUM OF 30 DAYS. NOTICE OF THE OWNER OCCUPANT(S) OR ANY PROPOSED LESSEE(S) MUST BE GIVEN ATLEAST 15 DAYS PRIOR TO OCCUPANCY IS REQUIRED TO BE SUBMITTED TO THE BOARD OF DIRECTORS. IT MUST INCLUDE A COPY OF THE PROPOSED LEASE INCLUDING A COMPLETED AND SUBMITTED APPLICATION FORM AND BACKGROUND CHECK FORM AND ANY REQUIRED FEES FOR ANY OCCUPANT PROPOSED TO BE LIVING IN HOME. THE BOARD HAS 15 DAYS TO APPROVE OR REJECT THE PROPOSED APPLICATIONS.
10. GUESTS MAY OCCUPY LEASED HOMES ONLY WHEN THE LESSEE IS IN RESIDENCE. THE TOTAL NUMBER OF GUESTS IN A LEASED HOME IS LIMITED TO FOUR (4) PERSONS NO LONGER THAN 14 DAYS. ANY PERMANENT ROOMMATE OF OVER 30 DAYS OF SAID LESSEE OR OWNER MUST BE APPROVED BY THE BOARD OF DIRECTORS WITH SUBMITTED APPLICATION AND BACKGROUND CHECKS AND FEES.
11. EACH OWNER MUST HONOR THE FIVE (5) FOOT EASEMENT FOR MAINTAINING ROOFS AND WALLS.
12. ALL OWNERS *MUST* KEEP HOME IN GOOD CONDITION AND ADHERE TO THE ARCHITECTURAL GUIDELINES FOR ANY IMPROVEMENTS TO BE MADE BY COMPLETING AND SUBMITTING AN ARC FORM. BEFORE PLANTING TREES OR CUTTING DOWN TREES, (TREES ON THE FLORIDA INVASIVE LIST MAY NOT BE PLANTED), MAJOR RE-LANDSCAPING, PAINTING OF EXTERIOR WALLS, REPLACING ROOFS, ADDITIONS, OR ANY OTHER MAJOR IMPROVEMENTS SUCH AS ADDING A FENCE BETWEEN PROPERTIES MUST BE APPROVED. ANY CONTRACTOR BEING UTILIZED FOR THE ABOVE, MUST ALSO BE INCLUDED ON ARC FORM ALONG WITH CERTIFICATES OF THEIR INSURANCE.
13. EACH HOMEOWNER SHALL PROVIDE AND MAINTAIN A FRONT YARD LIGHT WHICH WILL OPERATE CONTINUOUSLY AT NIGHT FROM DUSK TO DAWN. CITY ORDINANCE STATES THAT THE LIGHT BULB DOES NOT NEED TO BE FLUORESCENT.
14. ALL HOMEOWNERS, AT THEIR EXPENSE, MUST HAVE A WORKING SPRINKLER SYSTEM. ALL LANDSCAPE IRRIGATION IS PROHIBITED BETWEEN 9 A.M. AND 5 P.M TO REDUCE EVAPORATION. SEE CITY ORDINANCES.
15. PETS OF NORMAL DOMESTICATED HOUSEHOLD TYPE (SUCH AS DOGS, CATS, HAMSTERS, GUINEA PIGS, INDOOR NON-EXOTIC TYPES) ARE PERMITTED. THE BOARD IS EMPOWERED TO FINE AN OWNER OF ANY PET IN VIOLATION OF THIS SECTION AND/OR REQUEST REMOVAL OF ANY ANIMAL THAT HAS ATTACKED OR BITTEN A PERSON AND IS A DANGER TO THE WELFARE OF OTHER RESIDENCES. PETS ARE REQUIRED TO BE HANDHELD OR ON A LEASH AT ALL TIMES WHILE ON/IN THE COMMON AREAS. OWNERS OR HANDLERS OR GUESTS ARE *REQUIRED* TO REMOVE EXCREMENT IMMEDIATELY AND DISPOSE OF IT IN THEIR OWN GARBAGE. OWNERS MAY NOT LEAVE PETS UNATTENDED IN BACKYARDS, GARAGES, SCREEN PORCHES OR LANAIS WHERE THEIR NOISE MAY BOTHER OTHERS. GUESTS AND TENANTS *MUST* ABIDE BY THE SAME REGULATIONS AND RESTRICTIONS AS OWNERS. 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 UNIT 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 OF SUCH PET WITHIN THE ASSOCIATION.
16. THE POOL TENNIS BASKETBALL COURT AND SHUFFLEBOARD COURTS ARE FOR EXCLUSIVE USE OF SPANISH GARDENS PROPERTY OWNERS, THEIR TENANTS, AND GUESTS. THE NUMBER OF GUESTS OR OWNERS OR TENANTS MAY NOT EXCEED FOUR (6) PERSONS AT ANY ONE TIME. EXCEPTIONS, SUCH AS PARTIES (ANY GROUP OF GUESTS OF 6 OR MORE WILL BE CONSIDERED A PARTY) WILL REQUIRE A SPECIAL BOARD OF DIRECTORS NOTIFICATION AND APPROVAL. RECREATION AREAS AND POOL HOURS ARE 8 A.M TO DUSK. SWIMMERS SWIN AT THEIR OWN RISK; THERE IS NO LIFEGUARD ON DUTY. CHILDREN UNDER THE AGE OF 18 MUST BE ACCOMPANIED BY A PARENT, OR GUARDIAN. NO GLASS CONTAINERS OF ANY TYPE ARE ALLOWED IN THE POOL, TENNIS COURT OR SHUFFLEBOARD COURTS. NO FOOD IS ALLOWED IN THE POOL ITSELF AND *MUST* BE KEPT ON TABLES WITHIN THE SCREEN ROOM. FOOD AND TOY MESSSES MUST BE CLEANED UP. TRASH IN POOL AREA MUST BE REMOVED BY USER. TRASH IN TENNIS COURTS MUST BE PICKED UP AND PLACED IN THE GARBAGE CAN PROVIDED AND SECURED TIGHTLY, NO FOOD OR DOG BAGS MAY BE PLACED IN THE GARBAGE PROVIDED IN TENNIS COURT AND BOTH GATES *MUST BE* ENTERED BY WITH A KEY AND BE CLOSED AND LOCKED UPON LEAVING. NO FENCE CLIMBING IS ALLOWED. PROPER SWIMMING ATTIRE MUST BE WORN WHILE USING THE POOL, NO STREET CLOTHING IS ALLOWED IN THE POOL.

PLEASE SHOWER BEFORE ENTERING THE POOL. POOL BATHROOMS ARE STRICTLY FOR RECREATION AREA USERS; THEY *MAY* NOT BE UTILIZED AS PERSONAL BATHROOMS. PLEASE SHOWER BEFORE ENTERING THE POOL. CHILDREN USING THE BATHROOMS MUST BE SUPERVISED TO BE SURE TOILETS ARE FLUSHED AND ANY MESS THEY MAY CREATE MUST BE CLEANED UP. BATHROOM DOORS MUST REMAIN LOCKED AFTER USE. PLEASE FOLLOW ALL OTHER POOL RULES AS POSTED ON POOL FENCE. PLEASE NOTE: THE SAFETY RING AND POOL ROPE ARE *NOT* TOYS AND ARE FOR EMERGENCY USES ONLY.

- 17. ALL RULES, REGULATIONS AND LAWS MADE BY THE STATE OF FLORIDA, AND CITY OF BONITA MUST BE COMPLIED WITH ALL PROPERTY OWNERS OR LESSEES.
- 18. THE GRANTEE(S), BY ACCEPTANCE HEREOF, FOR ITSELF (HIMSELF, HERSELF OR THEMSELVES) IT'S SUCCESSOR(S) AGREE TO PAY ALL COSTS, INCLUDING REASONABLE ATTORNEY FEES AND ALL RELATED COSTS SHALL CONSTITUTE A LIEN AGAINST SAID PROPERTY IN THE EVENT OF A SUCCESSFUL SUIT TO ENFORCE COMPLIANCE OF THESE RESTRICTIONS. INVALIDATION OF ANY ONE OF THE COVENANTS BY JUDGEMENT OR COURT ORDER SHALL NOT AFFECT ANY OF THE REMAINING PROVISIONS THAT WILL REMAIN IN FULL FORCE AND EFFECT.
- 19. THESE RESTRICTIONS MAY BE AMENDED, ALTERED, OR RESCINDED ONLY BY THE ACTION OF SPANISH GARDENS HOMEOWNER'S ASSOCIATION.

X _____

X _____

Spanish Gardens Homeowners 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 PETS OF NORMAL DOMESTICATED HOUSEHOLD TYPE (SUCH AS DOGS, CATS, HAMSTERS, GUINEA PIGS, INDOOR NON-EXOTIC TYPES) ARE PERMITTED.. 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 acknowledgment of the
aforementioned: _____

Date: _____

Board Approval Date: _____

*please attach a photo of your pet(s).



**RENTAL APPLICATION
NOTICE AND CONSENT - CONSUMER INVESTIGATIVE REPORTS**

AUTHORIZATION

No Credit Check Required:

As part of the rental application process the landlord requests a background investigation and or consumer credit report in connection with your application for purposes of evaluating your suitability as a qualified renter. This inquiry may include a review of current employment, full credit report, civil and criminal record searches, general reputation, personal interviews with your neighbors, friends, current or former employers and landlords.

I authorize all persons, companies, corporations, landlords, banks, credit bureaus and law enforcement agencies to provide the landlord and/or its agents any information concerning my background. I release Global Investigative Group from any and all liability, responsibility, damages and claims of any kind whatsoever arising from this investigation. I have carefully read and understand this notice, and that this credit inquiry may affect my credit score. By my signature below, I consent to the release of consumer and background investigative reports to Global Investigative Group, L.L.C. I understand that I may request a complete disclosure of the nature and scope of the background verification, to the extent that such investigation includes information bearing on my character, general reputation, or mode of living.

. ALL REQUESTED INFORMATION MUST BE PROVIDED - PLEASE PRINT LEGIBLY

Applicant's Name (Print): _____

Current Home Address: _____
Street City State Zip

Date of Birth: _____ Social Security Number: _____

Rental Address: _____

Driver's License Number: _____ State: _____

Telephone Number: _____ Email: _____

Employer: _____

Vehicle(s) Owned: _____ Yr. _____ Tag #: _____ State: _____

Applicant's Signature: _____ Date: _____

REALTOR, PROPERTY MANAGER, or LANDLORD MUST COMPLETE THE FOLLOWING:

I certify that the person giving permission to run the credit and background report is the individual who signed the release.

Agency Name: _____

Signature of Agent/Landlord/Person Authorizing Credit/Background Check: _____