| Ar | nchor            |
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|    | Associates, Inc. |

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# Indian Wells Golf Villas Homeowners Association, Inc. Lease Checklist

Dear Prospective Tenant, Please submit the following for approval to lease in Indian Wells: Signed Application Checklist \_\_\_\_Completed Application to Lease \$100 Non-refundable Application Fee – Payable to **Anchor Associates** \_\_\_\_Completed Pet Registration form and supplements (if applicable) Completed Background & Credit Check Authorization for each adult over the age of 18 \_\$50 per applicant Background Check Fee Non-refundable (\$75 foreign) - Payable to **Anchor Associates** \_\_\_\_Copy of current government issued photo ID for each adult over 18 Executed Lease Unit Address \_\_\_\_\_ Missing or incomplete information will result in the delay of processing your application. Complete application **MUST** be received 20 days prior to occupancy. Applicant Signature Applicant Signature

If you have any questions please contact Anchor Associates at 239-649-6357 or applications@anchormanagers.com.

Thank You, Anchor Managers

Date Stamp

## Indian Wells Golf Villas Homeowners Association, Inc. Application for Approval to Lease

| Street Address                 |                             | -                        | Le                | ase/_          | /to//         |
|--------------------------------|-----------------------------|--------------------------|-------------------|----------------|---------------|
| Owner Name                     |                             |                          | Pho               | ne             |               |
| PLEA                           | SE TYPE OR PRINT            | LEGIBLY THE FOLL         | OWING INFO        | RMATIO         | N:            |
| APPLICANT INFORMATION          | N                           |                          |                   |                |               |
| Last Name                      |                             | First                    |                   |                | Middle        |
| Home Address                   |                             |                          |                   | Apartmen       | t/Unit #      |
| City                           |                             | State                    |                   | ZIP            |               |
| Phone #                        | Cell #                      |                          | Other Pho         | ne #           |               |
| Email Address                  | ·                           |                          | <u> </u>          |                |               |
| Employer                       |                             | Employer's Phone         | · #               |                |               |
| APPLICANT INFORMATION          | N                           |                          |                   |                |               |
| Last Name                      | N                           | First                    |                   |                | Middle        |
| Home Address                   |                             |                          |                   | Apartmen       |               |
| City                           |                             | State                    |                   | ZIP            | , •           |
|                                |                             | Sidie                    | 0.11              |                |               |
| Phone #                        | Cell #                      |                          | Other Pho         | ne #           |               |
| Email Address                  |                             | <u> </u>                 |                   |                |               |
| Employer                       |                             | Employer's Phone         | #                 |                |               |
| OCCUPANTS                      |                             |                          |                   |                |               |
| Please list the name, relation | ship and date of birth of o | all occupants not listed | above who will be | living in this | s unit.       |
| Full Name                      |                             | Relationship             |                   |                | Date of Birth |
|                                |                             |                          |                   |                |               |
|                                |                             |                          |                   |                |               |
|                                |                             |                          |                   |                |               |
|                                |                             |                          |                   |                |               |
|                                |                             |                          |                   |                |               |
|                                |                             |                          |                   |                |               |
| Have you previously leas       | ed in Indian Wells?         |                          |                   | If YES, w      | hat address?  |

Application for Lease Page 1 of 2

| Full Name                                 | MOST RECENT LANDLORD   |                                  |            |                     |                          |       |
|---|--|----------------------------------|------------|---------------------|--------------------------|-------|
|   |  |                                  |            |                     |                          |       |
| Address                                   |  |                                  | 1          |                     |                          |       |
| Phone                                     | ( )  |                                  | How        | Long                |                          |       |
| REFERENCES                                |  |                                  |            |                     |                          |       |
| Please list two re                        | eferences.   |                                  |            |                     |                          |       |
| Full Name                                 |  |                                  |            |                     |                          |       |
| Address                                   |  |                                  | Phor       | ne ( )              |                          |       |
| Full Name                                 |  |                                  |            |                     |                          |       |
| Address                                   |  |                                  | Phor       | ne ( )              |                          |       |
|   |  |                                  |            |                     |                          |       |
| VEHICLES No recreation                    | nal vehicles permitted uni   | less kent in the gard            | nae at o   | ll times            |                          |       |
| Year                                      | Make   | Model                            | ige ai a   | License plate #     |                          | State |
| Year                                      | Make   | Model                            |            | License plate #     |                          | State |
| 1001                                      | make   | Model                            |            | Licorisa piara ii   |                          | 01010 |
| EMERGENCY                                 | CONTACT  |                                  |            |                     |                          |       |
| Full Name                                 |  |                                  |            |                     |                          |       |
| Relationship                              |  |                                  | Phor       | ne ( )              |                          |       |
| DISCLAIMER A                              | AND SIGNATURE  |                                  |            |                     |                          |       |
| In order to faci                          | ilitate consideration of this a<br>nd agree that any falsificati<br>eived, read and understand   | on or misrepresentation          | on in this | application will ju | stify its disapprove     | ıl.   |
| Signature                                 |  |                                  |            |                     | Date                     |       |
| Signature                                 |  |                                  |            |                     | Date                     |       |
| Indi<br>Asso<br>c/o<br>394<br>(239<br>app | his request to:<br>an Wells Golf Villas Homeov<br>ociation, Inc.<br>Anchor Associates, Inc.<br>0 Radio Road, Suite 112, Na<br>9) 649-6357 phone (239) 649<br>blications@anchormanagers | ples, Florida 34104<br>-7495 fax |            |                     | Chor<br>Associates, Inc. |       |
| APPLICATIO                                | N APPROVAL   |                                  | Date       |                     |                          |       |
|   | Approved   |                                  |            |                     |                          |       |
|   | Disapproved<br>—   |                                  | By:        |                     |                          |       |
|   |  |                                  | Board      | Officer or Director |                          |       |

Application for Lease Page 2 of 2



| Date Stamp |
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## BACKGROUND & CREDIT CHECK AUTHORIZATION

The Association has the right to perform background and credit checks on all applicants. By completing this authorization form, I give Anchor Associates, Inc. the right to administer a background and credit check as a part of the application approval process. Include with this form a non-refundable check made out to Anchor Associates. Each background and credit check is a non-refundable \$50 per adult for US Citizens and \$75 per person for Foreign National. Include a state or government issued photo ID.

| Print all information n | eatly and legibly. |                                       |  |
|-------------------------|--------------------|---------------------------------------|--|
| Applicant Name          |                    |                                       |  |
| DOB                     | Social Security #  |                                       |  |
| NIN #                   | Passport #         |                                       |  |
| Current Address         |                    |                                       |  |
| Previous Address        |                    |                                       |  |
| Applicant Name          |                    |                                       |  |
| DOB                     | Social Security #  |                                       |  |
| NIN #                   | Passport #         |                                       |  |
| Current Address         |                    |                                       |  |
| Previous Address        |                    |                                       |  |
|                         |                    | orrect and to administer a background |  |
| Signature               |                    | Date                                  |  |
| Signature               |                    | Date                                  |  |

<sup>\*</sup>FAX OR E-MAIL COMPLETED FORM

# Indian Wells Golf Villas Homeowners Assoc Inc Pet Registration

### PLEASE TYPE OR PRINT LEGIBLY THE FOLLOWING INFORMATION:

| OWNER INFORMATION                                  |          |                                    |                  |            |  |
|--|----------|------------------------------------|------------------|------------|--|
| Name(s)  |          |                                    |                  |            |  |
| Indian Wells Golf Villas Address                   |          |                                    |                  |            |  |
| APP INFORMATION                                    |          |                                    |                  |            |  |
| PET INFORMATION                                    |          |                                    | D - 1 ( D' - 11- |            |  |
| Name   |          | I                                  | Date of Birth    |            |  |
| Sex  |          | Weight                             |                  |            |  |
| Species  |          | Breed                              |                  |            |  |
| Primary Color                                      |          | Secondary Color<br>(if applicable) |                  |            |  |
| License #  | Expirati | ion Date                           | Cou              | inty/State |  |
| Rabies Vaccination Date                            |          | Microchip # (if applicable)        |                  |            |  |
|  |          |                                    |                  |            |  |
| PHOTO IDENTIFICATION                               |          |                                    |                  |            |  |
| Please provide a picture of you animal attached in | the spac | e below.                           |                  |            |  |
|  |          |                                    |                  |            |  |
|  |          |                                    |                  |            |  |
|  |          |                                    |                  |            |  |
|  |          |                                    |                  |            |  |
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|  |          |                                    |                  |            |  |
|  |          |                                    |                  |            |  |
|  |          |                                    |                  |            |  |

Pet Registration Page 1 of 2

| VETERINA                   | RIAN INFORMATION   |  |                           |  |
|----------------------------|--|--|---------------------------|--|
| Name                       | MAN IN CIMATION  |  |                           |  |
| Address                    |  |  |                           |  |
| City                       |  | State  | ZIP                       |  |
| Phone #                    |  | Fax #  |                           |  |
|                            |  |  |                           |  |
| INDEMNIFI                  |  |  |                           |  |
|                            | to indemnify and hold the Association harm<br>used by the above mentioned pet.   | nless for any damage   | Please                    | Initial  |
| Signature                  |  |  | Date                      |  |
| Signature                  |  |  | Date                      |  |
| DISCLAIME                  | ER AND SIGNATURE   |  |                           |  |
| Collier Cou<br>Anchor Asse | tion form will justify further investigation by the nty per their Animal Control Ordinance. I/w ociates of the death and will complete a nest and that the ability to keep such a pet is compared by the second Pulse. & Recylations regarding pets should be and Pulse. & Recylations regarding pets should be and Pulse. | ve agree that if the above reference<br>ew form if a replacement pet is obt<br>a privilege, not a right. Failure to ad | ed pet on ained.  here to | dies, I/we will notify<br>the Indian Wells Golf Villas |
| Signature                  | n and Rules & Regulations regarding pets sh  | all result in action taken by the Boal   | Date                      | ectors.  |
| Signature                  |  |  | Date                      |  |
| DECISTRAT                  | TION REQUIREMENTS  |  |                           |  |
| The following              | ing items must be included in order to p  Completed Pet Reg Copy of Certificate Picture of your pet  turn this registration form to:   | gistration form<br>of Vaccinations   |                           |  |
|                            | Indian Wells Golf Villas Homeowners A  | assoc Inc.   |                           |  |

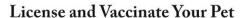
Indian Wells Golf Villas Homeowners Assoc Inc. c/o Anchor Associates, Inc. 3940 Radio Road, Suite 112 Naples, Florida 34104 (239) 649-6357 phone (239) 649-7495 fax applications@anchormanagers.com

Pet Registration Page 2 of 2

## KNOW THE LAW

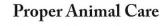
Understand the expectations for responsible pet ownership in Collier County





Dogs, cats, and ferrets over four months old must have a current rabies vaccination.

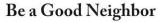
Dogs and cats over four months old must have a valid annual County license. The license must be affixed to the collar or harness unless the animal is confined.



Pets and livestock must be provided with adequate shelter, a sufficient quantity of good and wholesome food and water, exercise, and fresh air.

Pets may not be confined in an unattended motor vehicle under conditions or for lengths of time that may endanger the health and/or physical well-being of the animal.





Pets must be confined to the owner's property or walked on a leash. Pets may not run at large.

Pets may not chase, run after, or jump at vehicles or bicycles using the right-of-way; and may not snap, growl, snarl, jump upon, or threaten persons using the right-of-way.

Pet feces must be immediately removed and properly disposed of. Pets may not create a sanitary nuisance on public or private property.

Pets may not make noise that is offensive and of such a continuous duration of time that it creates a nuisance.

### For the Dog Owner

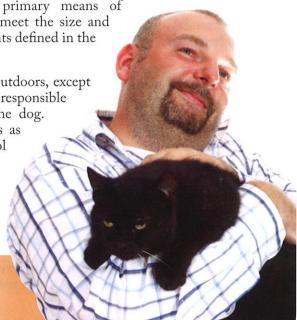
Any enclosure used as a primary means of confinement for a dog must meet the size and structural integrity requirements defined in the Animal Control Ordinance.

A dog may not be tethered outdoors, except when in visual range of a responsible party located outside with the dog. Additional specific conditions as defined in the Animal Control Ordinance must also be met.

Owners must confine a female dog in heat so that she cannot be bred, unless the breeding is specific and intentional.

Failure to comply with any of these regulations could result in a fine up to \$500.

Questions? Call DAS at (239) 252-PETS (7387) or visit us online at www.collierpets.com.



entity for any loss, damage, or injury arising out of or in any way connected with the performance or nonperformance of the ARB's duties hereunder, unless due to the willful misconduct or bad faith of a member, and only that member shall be liable therefore. The ARB shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration, or addition solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Property. The ARB shall take into consideration the aesthetic aspects of the architectural designs, placement or buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

- 7. USE RESTRICTIONS. The following rules and standards apply to all Lots and shall be enforced by the Association pursuant to Section 13 hereof.
- 7.1 <u>Home</u>. Each Home shall be used as a home and for no other purpose except that home offices for personal use and working from home as an employee is allowed and businesses complying with Collier County Code Sections 5.02.01 5.02.03 (see below) regarding rules and complying with Indian Wells and Lely Master Declarations regarding animals, signage and commercial vehicles and not causing a nuisance in the community will be allowed.

#### **Collier County Code**

5.02.00 - HOME OCCUPATIONS

5.02.01 – Applicability

Home occupations shall be allowed in any zoning district which permits residential dwellings as a permitted use.

5.02.02 - Allowable Home Occupation Uses

There shall be no retail sale of materials, goods, or products from the premises.

5.02.03 - Standards

The home occupation shall be clearly incidental to the use of the dwelling for dwelling purposes. The existence of the home occupation shall not change the character of the dwelling.

- A. An allowable home occupation shall be conducted by an occupant of the dwelling.
- B. There shall be no on-site or off-site advertising signs.
- C. The use shall not generate more traffic than would be associated with the allowable residential use. To that end, traveling to and from as well as meeting or parking at the residence by either employees of the business operated therefrom who are not residing at the subject address or by customers or clients of the home occupations is prohibited.
- D. There shall be no receiving of goods or materials other than normal delivery by the U.S. Postal Service or similar carrier.
- E. Parking or storage of commercial vehicles or equipment shall be allowable only in compliance with the requirements for commercial vehicles in the County Code.
- F. The on-site use of any equipment or materials shall not create or produce excessive noise, obnoxious fumes, dust, or smoke.
- G. The on-site use of any equipment or tools shall not create any amount of vibration or

electrical disturbance.

- H. No on-site use or storage of any hazardous material shall be kept in such an amount as to be potentially dangerous to persons or property outside the confines of the home occupation.
- I. There shall be no outside storage of goods or products, except plants. Where plants are stored, no more than fifty (50) percent of the total square footage of the lot may be used for plant storage.
- J. A home occupation shall be subject to all applicable County occupational licenses and other business taxes.
- 7.2 Pets. Pets of a normal domesticated household type (such as cats or dogs) are permitted. The maximum number allowed is three (3) pets. No reptiles, monkeys, rodents, amphibians, poultry, swine, , ferrets or livestock may be kept on the properties. Pets may be kept subject to such rules and regulations as may be adopted by the Lely Master Property Owners Association so long as they are not kept, bred, or maintained for commercial purposes. No animals shall be allowed to run loose at any time. Pet owners and walkers shall immediately clean up pet waste.
- 7.3 "Offensive Activity" No noxious or offensive activity shall be carried out on a Lot of the Property, nor anything done thereon which may be or become a nuisance or annoyance.
- 7.4 <u>Signs.</u> No sign shall be placed on or allowed to be placed on or adjacent to a Lot or improvements made by an Owner without the prior written approval of the ARB and the Board of Directors with the exception of a security sign measuring no more than 11 inches high by 11 inches wide and/or a FOR SALE sign measuring no more than two feet high by two feet wide (not including legs or supporting posts).
- 7.5 <u>Garages.</u> Operable doors shall be provided for all garages. Garage doors shall be closed except when the garage is in use.
- 7.6 Minimum Dwelling Unit Size. No Home shall contain less than 1,400 square feet of air conditions enclosed living area. The method of determining the square footage of the enclosed living area of a Home, structure, or addition thereto, shall be to multiply together the horizontal dimensions of the walls forming the outer boundaries of the Home, structure, or addition for each floor level. Open porches, atriums, screen in patios, courtyards, garages, and other similar type space shall not be taken into account in calculating the minimum air conditions enclosed living area square footage as required herein.
- 7.7 <u>Setback Lines</u>. No part of a Home shall be located nearer then: twenty feet (20') to the front site line; five feet (5') to the side lot line of the Lot, as measured from any of the exterior finished surfaces and exclusive of roof over-hangs and other similar appurtenances; and ten feet (10') from the rear site line; except accessory structures zero feet (0'). Accessory structures include swimming pools, pool enclosures and decking, privacy walls, and other structures so designated by the ARB.
- 7.8 Motor Vehicles and Boats. Maintenance or mechanical repairs of vehicles or boats should

be done within garage if possible. Maintenance or repairs of vehicles or boats is permitted outside of garages – only when the activity cannot be safely or easily accomplished in the garage and the total activity can be accomplished under 4 hours within the same day or it is an emergency situation. All organic or toxic waste must be contained and cleaned-up, an disposed of per law. No boats, ATV's, swamp buggies, dune buggies, go carts, golf carts, wave runners, jet skis, motorcycles, mopeds, trailers, motor homes, travel trailers, campers, recreational vehicles or commercial vehicles shall be parked anywhere on the Property outside of garages for more than forty-eight (48) hours unless the vehicle is on the premises to provide services to an Owner or the Association. As used herein the term "commercial vehicle" means trucks and other vehicles which are used for business purposes including but not limited to, any vehicle which displays a company name or logo on its exterior, is adorned with signs, flags, advertisements or any type of lettering or graphic of a commercial nature or any vehicle with racks, ladders, staging, or other equipment or attachments of a commercial nature, including supplies used for commercial purposes, on or visible in the vehicle. Additionally, and notwithstanding the foregoing, any vehicle, by whatever name designated, which is used for transporting goods, equipment or paying customers shall be considered a commercial vehicle regardless of any definition found elsewhere to the contrary. Further, any vehicle, whether commercial or non-commercial, with body parts such as the hood, door, quarter panel, bumper or bed removed shall be placed in a garage so that it is not readily visible from any adjacent street or Lot. Parking at individual Homes shall be in enclosed garages or in the driveway of said Home. There shall be no overnight parking on any road or unpaved area within the Property, and the Owner of any Lot in the Property. "Overnight" is defined as remaining from dusk until dawn. The Association is authorized to tow or place a disabling "boot" on any vehicle violating this Section 7.9, the Rules or Regulations, a law or any other restriction contained in the Governing Documents and the cost of towing and/or booting shall be the obligation of the owner of the vehicle.

- **Landscaping**. The landscape design for any Lot shall promote and preserve the appearance, character, and value of the surrounding areas. Upon development of the Lots, underground landscape irrigation systems which are designed to irrigate the entire landscape portion, including the right-ofway adjacent to any portion of the Lot, were installed. Where landscaping has been installed prior to the transfer of a Home to the Owner, the Owner shall not remove or add to the existing landscaping without the prior written approval of the ARB. Once landscaping is installed, it shall be maintained by the Association at the Owner's expense, including right-of-way areas. It is understood that the Owner will pay for and supply water. Furthermore, the Owner will supply the Association with access to the power source and breaker for sprinkling system(s) located on Owner's Lot at all times and if access is blocked, the Association will contact the Owner and the Owner will provide access to the association within 14 days of being contacted. Each Owner shall supply and maintain an irrigation timer and will provide the Association with access to the same. Each Owner shall water his lawn to keep his lawn and landscaping in a healthy condition and, upon failure of any Owner to properly water, the Association shall have the right to enter upon his Lot, water the lawn and landscape and charge the Owner for the cost of watering the lawn and landscape. Such charges, until paid, shall be a lien against the Lot. Each Owner covenants that he shall at all times maintain the exterior portions of his Lot and any residence thereon in a neat, aesthetically pleasing and proper condition.
- 7.10 <u>Utilities</u>. Any transformer box placed on any Lot shall be concealed by landscaping, at the

Association's expense. There must be at least three feet of clearance between the side of the transformer box that opens and the landscape to allow for safe access per the National Electric Code. Pumping station control panels located on any Lot shall be landscaped at the Association's expense to reduce the aesthetic impact, while, at the same time, not impeding the use by maintenance personnel.

7.11 <u>Roofs</u>. Roofs shall have a minimum of 4:12 slope and shall be constructed of cement tile and color to be in conformance with the Community. In event that some new, attractive material for roofing surfaces is discovered or invented, the ARB may allow its use.

### 7.12 General.

- (A) No towels, garments, rugs, etc., may be hung from windows or other parts of the Homes. No clotheslines or drying yards shall be allowed.
- (B) No weeds, underbrush (other than indigenous growth), or other unsightly growths shall be permitted to grow or remain upon any part of the Lots and no refuse pile or unsightly objects shall be allowed to be placed or remain anywhere thereon. Vacant Lots, if any, shall be cleaned, seeded and then maintained in a well-kept condition at all times.
- (C) No outside storage or outbuilding of any kind will be permitted without the prior written approval of the ARB. There shall be no outside storage or permanent placement of recreational vehicles or equipment of any kind, including, but not limited to, canoes, kayaks, waverunners, jet skis, wind surfers, volleyball nets, basketball goals, swingsets, lawn care equipment, toys or place equipment. Play equipment may be approved on an individual basis by the ARB. Any such items will be removed at the Owner's expense. Storage or permanent placement shall exist if an item or vehicle remains outside for a period of more than twenty-four (24) consecutive hours.
- (D) Trash, garbage and other waste shall be kept only in sanitary containers which shall be kept in a clean and sanitary condition and screened from view from neighboring Homes and the interior roadways except when out for pick-up. Recycle bins and trash shall not be put on the curb, for pick-up, prior to the day before the scheduled pick-up and shall be removed from the curb no later than the end of the day of pick-up. All trash, garbage and other waste containers kept outside shall be equipped with a latch or other device to prevent animals from entering the container and owners shall regularly use and employ the device.
- (E) No satellite antenna or dish of any kind shall be placed or erected upon any Lot or affixed in any manner to the exterior of any building other than a satellite antenna or dish less than one meter in diameter, an aerial designed to receive over-the-air television broadcast, or an antenna designed to receive multichannel, multi-point distribution service which may be installed only at a location on a lot approved by the ARB. If ground mounted, the satellite antenna or dish is to be properly screened with shrubs. In approving the installation and location of any antenna the ARC shall comply with all applicable laws, whether state or Federal.

- (F) The establishment and placement of all fences, walls, hedges, or any aesthetic plantings creating a barrier or screen shall require the prior written approval of the ARB, which may set guidelines for the placement of the same.
- (G) There shall be no exterior lighting lamp posts unless such exterior fixture is approved by the ARB, on an individual basis.
- (J) Each Owner is required to conform to any storm precaution Rules and Regulations as promulgated by the Association.
- (K) All screen enclosures shall be constructed of white or bonze or white or bronze painted, structural materials.
- 7.13 <u>Mailbox and Meters</u>. All mailboxes and irrigation meters shall be purchased from the Master Association or from such suppliers as are designated by the Master Association. All mailboxes shall be constructed of uniform style, design, and color as determined by the Association. No deviation from this requirement shall be permitted. Notwithstanding any provision contained in this Declaration, the Association may, without obligation, from time to time replace some or all of the mailboxes and the cost of such replacement shall be a common expense.
- **Reconstruction**. Any repair, rebuilding or reconstruction of damaged Homes shall be substantially in accordance with the architectural plans and specification for: (i) the originally constructed Home; (ii) a previously reconstructed Home; or (iii) new plans and specification approved by the Association.
- 7.15 Any Guest who is physically present or occupies a Lot longer than thirty (30) days shall be subject to a background check and Board approval. The Owner will provide the results of the background check to the Board. Reasonable grounds for disapproval shall include, but not be limited to, the following:
  - (A) The Guest seeking approval or any of the proposed Occupants intends to conduct themselves in a manner inconsistent with the covenants and restrictions applicable to the Association;
  - (B) The Guest has been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude, or a crime of a sexual nature;
  - (C) The Guest has a history of conduct which evidences disregard for the rights and property of others;
  - (D) The Guest has, during previous occupancy, evidenced an attitude of disregard for the Association rules;

- (E) The Guest has given false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit is not paid.
- (F) Owner fails to give proper notice of his intention to having a Guest stay for greater than 30 days"
- **8. INSURANCE.** In order to adequately protect the Association and its members, insurance shall be carried and kept in force at all times in accordance with the following provisions:
- 8.1 Association; Required Coverage. The Association shall maintain adequate property insurance covering all the Common Areas and all Association property. The Association shall also provide adequate general liability insurance. The amounts of coverage shall be determined annually by the Board of Directors, but not less than \$1M. All insurance policies and fidelity bonds obtained by the Association shall provide that they may not be canceled or substantially modified without at least ten (10) days prior notice to the Association. The insurance carried by the Association shall afford at least the following provisions:
  - (A) <u>Property</u>. Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by the standard "All Risk" property contract.
  - (B) <u>Liability</u>. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Board of Directors but not less than \$1M, with cross liability endorsement to cover liabilities of the Lot Owners as a group to a Lot Owner.
  - (C) <u>Compensation</u>. The Association shall maintain Workers' compensation insurance if required by law.
  - (D) Directors and Officers Liability Coverage with an amount no less than \$1M with a \$1000 retention (deductible).
- **8.2 Duty to Insure.** Each Owner must recognize that he bears financial responsibility for any damage to his property or liability including all risk, flood, liability, etc.
- **8.3 Duty to Reconstruct.** If any Home or other improvements located on any Lot and Home are destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the Owner of such improvements shall:
  - (A) Immediately submit a claim to the insurance company if the damage appears to be greater than the deductible. The owner needs to work with the adjuster to get an estimate and insurance disposition as quickly as possible.
  - (B) Schedule contractor estimates as quickly as possible.

# Indian Wells Golf Villas HOA 2020 Frequently Asked Questions

### Q: What are my voting rights in the Association?

A: There is one membership in the Association assigned to each unit in the Association. Each member of the Association has the right to cast one (1) vote on all matters that come before the members of the Association. The total number of possible votes of the Association is 44. Refer to Section 2.2 of the By-Laws.

### Q: What restrictions exist in the Governing Documents on my right to use my unit?

A: There are certain restrictions including residential use, minors, access, fire hazards, garbage, leasing, antennas, noise, obstructions, signs, parking, windows, balconies, pets and the exterior appearance of the units which are set forth, in detail, in Paragraph 7 of the Declaration of Covenants

### Q: What restrictions exist in the Governing Documents on the leasing of my unit?

A: Lease terms are a minimum of thirty (30) days with a maximum of twelve (12) leases in a calendar year. Application must be submitted **20 days prior** to the beginning of the lease along with a non-refundable \$100.00 application fee, as well as a non-refundable \$50.00 Background Check fee for each occupant age 18 and over and is subject to approval by the Board of Directors prior to occupancy. Each lease is a separate entity and "renewal" or extension" for an existing lease is not permitted.

### Q: How much are my assessments to the Association for my home and when are they due?

A: Each owner of a unit in this Association is obligated to pay assessments to the Association in quarterly installments of \$535.00. These payments are due on the first day of each quarter: January 1, April 1, July 1, and October 1, regardless if notice is received or not.

## Q: Do I have to be a member in any other Association? If so, what is the name of the Association and is there a separate assessment?

A: Each owner in this Association is required to be a member of Lely Resort. Contact Victor Cintron at 239-449-5208.

## Q: Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?

A: There is no requirement to pay rent or land use fees for recreational or other commonly used facilities.

## Q: Is the Association or other mandatory membership association involved in any court cases in which it may face liability in excess of \$100,000? If so, identify each such case.

A: No

NOTE: The statements contained herein are only summary in nature. A prospective purchaser should refer to all references, exhibits hereto, the sales contract, and the Association Documents.