

## FAIRWAYS CONDOMINIUM OF LEHIGH ACRES FL PHASE II RESIDENTIAL RESALE POLICY AND RULES

(Section 1. W. *Subsection (v) Use Restrictions... (If investor)* - (Leasing and Occupancy in the Absence of the Owner) depicted in the "Amendment to the Declaration of Restrictions, Limitations, Covenants and Uses,,,"Pages 1-4, Recorded in the Records of Lee County as Document #2011000113811, dated 5/13/2011: No room may be rented except as part of an apartment or to another apartment owner, and no lessee will be permitted for less than one (1) month.

1. The prospective resale application and required information shall be submitted to the Fairways Condominium of Lehigh Acres Florida, Inc., Phase Two not less than (15) fifteen days in advance of the closing.
2. The Owner, or his/her agent, shall submit a completed Resale Application form that is available from the Fairways Condominium of Lehigh Acres Florida, Inc., Phase Two, management company or (down-loadable document in pdf form from [www.dzigrossibc.com](http://www.dzigrossibc.com)), together with the \$100.00 pre-paid non-refundable application fee, not less than fifteen days in advance of the closing.
  - a) The name and previous address of the owner;
  - b) Contact Information; i.e. phone number(s); emergency contact and/or references;
  - c) The name, date of birth, social security number, driver's license of all adults 18 years or older who will reside at the premises;

The Board of Directors by majority vote may disapprove the sale for Good Cause if a person is a convicted felon, is on the Sexual Offender List or on the Police Sexual Predator list. Misdemeanor convictions pertaining to Domestic Battery will be deemed as good cause, and will result in disapproval.

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**Fairways Condominium of Lehigh Acres Florida, Inc., Phase Two** shall not violate the **Fair Housing Act** that is a Federal **law** that prohibits discrimination in home sales, financing, and rentals based on race, color, religion, sex or national origin. In **Florida**, Fla. Stat. §§ 760.20-760.60 also prohibits discrimination based on race, color, national origin, sex, disability, familial status or religion.

**Fairways Condominium of Lehigh Acres Florida, Inc., Phase Two  
RESALE APPLICATION CHECKLIST**

TENANT NAME(S) \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_ UNIT # \_\_\_\_\_

- ( ) Completed and signed Fairways Condominium of Lehigh Acres Florida, Inc., Phase Two RESALE APPLICATION for all sales. A \$100.00 pre-paid (non-refundable) application/processing fee for each sale/transfer is required at the time of submission. **Make checks or money orders payable to: Fairways Condominium of Lehigh Acres Florida, Inc., Phase Two**
  
- ( ) Completed and signed BACKGROUND CHECK CONSENT form for each individual in the residence 18 years or older. \*\*Canada or states that do not report to the Nation-wide database may be subject to a small increase in cost and a longer than normal turn-around time for background check completion.  
\* Former residents and/or consecutive renewals are not subject to the background check requirement.
  
- ( ) Funds for the Resale Application Processing fee and background check(s) must be in the form of a money order or cashier's check and made payable to Fairways Condominium of Lehigh Acres Florida, Inc., Phase Two and be accompanied by a **COPY OF THE SALES CONTRACT.**

Please include a CLEAR copy of a driver's license for all applicants to ensure a smooth process. **All paperwork must be completed and signed prior to submission for approval; and, submitted to the: Fairways Condominium of Lehigh Acres Florida, Inc., Phase Two, c/o DZBC, LLC P.O. Box 84216, Lexington, SC 29073, no later than 15 days before the lease date. Applicant may not move in until applicant is Approved, no exceptions.**

**Please note ALL VEHICLES MUST BE IN THE SPACE PROVIDED BY THE ASSOCIATION**

**Who/Where should we notify you when approved?** \_\_\_\_\_  
(Owner, Realtor, or Management for address)  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

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**PROPERTY MANAGER CHECKLIST:**

DATE APPLICATION RECEIVED: \_\_\_\_\_ INITIALED: \_\_\_\_\_  
APPLICATION FEE REC: \_\_\_\_\_  
BACKGROUND CHECK ORDERED: \_\_\_\_\_ BACKGROUND CHECK RECEIVED: \_\_\_\_\_

BOARD REVIEW DATE: \_\_\_\_\_

APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_ INITIALED: \_\_\_\_\_

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_

**Fairways Condominium of Lehigh Acres Florida, Inc., Phase Two  
RESALE APPLICATION**

PROPERTY ADDRESS: \_\_\_\_\_ Unit # \_\_\_\_\_  
OWNER NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_ Email: \_\_\_\_\_

This application must be submitted to the Fairways Condominium of Lehigh Acres Florida, Inc., Phase Two, c/o DZBC, LLC P.O. Box 84216, Lexington, SC 29073 at least 15 days prior to the start of any sale, a signed copy of the sales contract and a \$100 application fee made payable to: Fairways Condominium of Lehigh Acres Florida, Inc., Phase Two.

**NO NEW OWNER, TENANT OR LESSEE MAY MOVE INTO OR OCCUPY A UNIT NOR SHALL ANY OWNER PERMIT A TENANT OR LESSEE TO MOVE IN OR COMMENCE OCCUPANCY WITHOUT OBTAINING AN APPROVAL FROM THE ASSOCIATION HAS BEEN GRANTED.**

- No rentals are permitted for less than a month's duration
- Limited to single family residency
- Occupation limited to Lessee and his/her immediate family

NAME OF APPLICANT (1): \_\_\_\_\_ DOB: \_\_\_\_\_ Driver's License#: \_\_\_\_\_

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

PHONE: \_\_\_\_\_ How long: \_\_\_\_\_ Own: \_\_\_\_\_ Rent: \_\_\_\_\_ Email: \_\_\_\_\_

NAME OF APPLICANT (2): \_\_\_\_\_ DOB: \_\_\_\_\_ Driver's License#: \_\_\_\_\_

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

PHONE: \_\_\_\_\_ How long: \_\_\_\_\_ Own: \_\_\_\_\_ Rent: \_\_\_\_\_ Email: \_\_\_\_\_

ADDITIONAL OCCUPANT \_\_\_\_\_ RELATIONSHIP \_\_\_\_\_ AGE \_\_\_\_\_  
ADDITIONAL OCCUPANT \_\_\_\_\_ RELATIONSHIP \_\_\_\_\_ AGE \_\_\_\_\_

**PLEASE PROVIDE VEHICLE INFORMATION**

MAKE/MODEL: \_\_\_\_\_ YEAR: \_\_\_\_\_ STATE: \_\_\_\_\_ TAG#: \_\_\_\_\_

**CREDIT AND PERSONAL HISTORY**

HAVE YOU EVER FILED FOR BANKRUPTCY \_\_\_\_\_ HAVE YOU EVER BEEN EVICTED? \_\_\_\_\_  
ARE YOU CURRENTLY A PARTY TO A LAWSUIT? \_\_\_\_\_ ARE THERE ANY JUDGMENTS AGAINST YOU? \_\_\_\_\_

**PLEASE EXPLAIN ANY YES ANSWERS:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**APPLICANTS ACKNOWLEDGE, AGREE TO AND CONFIRM:**

- THAT THEY UNDERSTAND THAT FAIRWAYS CONDOMINIUM OF LEHIGH ACRES FLORIDA, INC. PHASE TWO IS A DEED/AGE RESTRICTED 55 AND OLDER COMMUNITY AND THAT ALL ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE GOVERNING DOCUMENTS FOR STONE EDGE CONDOMINIUM ASSOCIATION, INC.
- THAT THEY HAVE RECEIVED A COPY OF THE RULES AND REGULATIONS FOR THE COMMUNITY PERTAINING TO THE PROPERTY THAT THEY ARE REQUESTING TO PURCHASE.
- THAT A BREACH OF ANY TERM OF THE ABOVE REFERENCED DOCUMENTS OR RULES CONSTITUTES A DEFAULT UNDER THE SALE AND THE ASSOCIATION MAY DEMAND TERMINATION OF ANY LEASE (IF APPLICABLE).
- THAT A MISSTATEMENT UNDER THIS RESALE APPLICATION SHALL CONSTITUTE A DEFAULT AND WILL CAUSE THE APPLICATION TO BE REJECTED.
- THAT AT NO TIME DURING THE OWNERSHIP OF THE PROPOSED PROPERTY SHALL ANY PERSON WHO IS REQUIRED TO BE REGISTERED AS A SEXUAL PREDATOR/OFFENDER UNDER THE LAWS OF ANY STATE OR COUNTRY BE ALLOWED TO STAY OVERNIGHT.

APPLICANT'S SIGNATURE: \_\_\_\_\_ DATE, \_\_\_\_\_

APPLICANT'S SIGNATURE: \_\_\_\_\_ DATE, \_\_\_\_\_

**Fairways Condominium of Lehigh Acres Florida, Inc., Phase Two  
BACKGROUND CHECK CONSENT**

**APPLICANT AUTHORIZATION:**

I, the undersigned, authorize the Fairways Condominium of Lehigh Acres Florida, Inc., Phase Two and its Property Management Company or background check company to obtain an investigative consumer report including but not limited to a criminal record search and registered sexual offender search. I authorize the release of information from previous or current landlords, employers and bank representatives. This information is for resident screening purposes only and is confidential. This information will be compiled from sources believed to be reliable but the accuracy of which cannot be guaranteed. I hereby hold the Stone Edge Condominium Association, Inc., its property management company and its agents free and harmless of any liability for any damages arising out of any improper use of this information.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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**APPLICANT INFORMATION:**

Applicant's Name: \_\_\_\_\_ SS # \_\_\_\_\_

Birth Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Driver's Lic. #: \_\_\_\_\_ Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

\*\*\*\*\* **Residential History** \*\*\*\*\*

Present address: \_\_\_\_\_ City: \_\_\_\_\_ County: \_\_\_\_\_ St: \_\_\_\_\_ Zip: \_\_\_\_\_

Landlord/Owner: \_\_\_\_\_ Telephone: \_\_\_\_\_

Past address: \_\_\_\_\_ City: \_\_\_\_\_ County: \_\_\_\_\_ St: \_\_\_\_\_ Zip: \_\_\_\_\_

Landlord/Owner: \_\_\_\_\_ Telephone: \_\_\_\_\_

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**Vehicle Information:** Make & Model: \_\_\_\_\_ License: \_\_\_\_\_

Have you ever declared bankruptcy? \_\_\_\_\_ if so, when? \_\_\_\_\_

Have you ever had an eviction filed against you? \_\_\_\_\_ if so, please specify \_\_\_\_\_

Have you ever been charged with a felony? \_\_\_\_\_ if so, please specify \_\_\_\_\_

Have you ever been charged with a misdemeanor? \_\_\_\_\_ if so, please specify \_\_\_\_\_

Have you ever refused to pay rent/ broken a lease? \_\_\_\_\_ if so, when and why \_\_\_\_\_

I, the undersigned applicant, affirm the information contained on this application is true and correct and authorize Florida Tenant Reporting Services, Inc. to verify all information contained in this application. Misstatements can be deemed reason for denial of occupancy. I also understand that this application is the property of Florida Tenant Reporting Services.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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A Background Check Consent form must be filled out by each applicant over the age of 18 who will be residing in the unit and submitted with the Resale Application Checklist and the Resale Application to the Fairways Condominium of Lehigh Acres Florida, Inc., Phase Two, c/o DZBC, LLC - P.O. Box 84216, Lexington, SC 29073.

**Fairways Condominium of Lehigh Acres Florida, Inc., Phase Two**  
**a 55+ older Community Condominium Association**  
**Rules & Regulations**  
**Approved by the Board of Directors**

**TO ALL CONDOMINIUM UNIT OWNERS, RENTERS AND RENTAL AGENCIES:**

The board of Directors of this Condominium Association is desirous of keeping Fairways Condominium of Lehigh Acres Florida, Inc., Phase Two a beautiful and attractive place in which to live. Therefore, we are affirming the following Rules and Regulations for all unit owners and guests as follows:

These rules and regulations apply to all owners and guests at Fairways Condominium of Lehigh Acres Florida, Inc., Phase Two. Taken directly from the Declaration of Condominium and By-Laws along with Amendments. They must be read, understood and agreed to by all residents. Agreement to follow the rules and regulations will be shown by the signature below of the responsible household member(s).

**GENERAL**

- 1) Fairways II is a 55 or older complex.: At least one occupant must be 55 years or older. All condominium units shall be used for residential purposes only, for the owner's thereof, for their immediate families and social guests and for the renters occupying said units under lease. Units and condominium grounds may not be used to run a business or for commercial purposes.
- 2) In advance of leasing or renting: all owners or rental agencies shall notify the board of Directors of their intent and submit a "Condominium Rental Application" for approval, prior to occupancy.
  - a) No subletting of units is allowed.
  - b) The minimum rental period is sixty (60) consecutive days.
  - c) No unit may be rented or occupied by more than one family.
  - d) Guests may visit owners and/or renters for a period of not to exceed two (2) weeks. Additional lengths of stay must be approved by the Board of Directors.
  - e) No unit may be rented or occupied by families with dogs or cats.
  - f) Dogs or cats are not allowed in condominium units or on the condominium property at any time.
- 3) Any cost of damage to the common elements property caused by unit owners, their guests, their renters or their guests shall be borne by the owner of the unit.
- 4) All unit owners shall be held accountable for any loss or damage caused by them, their guests or their renters, to equipment provided by the Association for use on the common elements.
- 5) Condominium unit owners shall not use or permit the use of premises in any manner which would be disturbing to, or a nuisance to other units, including excessively loud radios or TV's or in such a way as to be injurious to the reputation of the Association.
- 6) There shall be no vehicles parked except in designated areas on condominium property at any time.
  - a. Individual resident vehicles shall be parked in the appropriate numbered parking space coinciding with the unit number.
  - b. Each unit shall be allowed to have no more than the one parking space for their unit.
  - c. If an extra space is needed the owner must obtain approval in writing from the owner of said space and submit the approval notice to the Board of Directors. Only one written approval will be accepted per unit.
  - d. If the owner of the approved space is in residence the approval is then null and void while the owner is in residence.

- e. The owner who previously had approval must now make other arrangements.
  - f. All guests must park in guest spaces only.
  - g. No vehicle which exceeds the depth of the parking space as indicated by the yellow lines may be parked on association property.
- 7) The exterior of the condominium units are common property. No changes of any kind shall be made without the written approval of the Board of Directors. Unit owners desiring to build, attach, place or hang any item outside their unit must first make an application for approval to the Board.
  - 8) All walkways and stairs must be kept passable for safety reasons and fire codes.
  - 9) No outdoor radio or television antennas are permitted.
  - 10) Whenever a unit is to be unoccupied for more than one (1) week, the water supply must be turned off at the meter.
  - 11) No trees, bushes or plants may be planted or removed without prior written approval of the Board of Directors.
  - 12) Owners desiring to sell their unit(s) must inform the Board of Directors of their intent. When a prospective buyer is obtained, the Board must be informed by means of appropriate Sales Application and approval of the sale granted prior to closing.
  - 13) To prevent building-wide problems with the sanitary sewage system, diapers and such shall not be flushed down toilets. Also coffee grounds, celery, bones, onion skins, banana peels, lettuce, any kind of grease and similar materials should not be put through the garbage disposal.
  - 14) Vehicle maintenance is not permitted on the condominium property. For purposes of this section, vehicle maintenance shall include, but not limited to, changing oil and other fluids, engine maintenance or repair, body maintenance repair. Cleaning the interior of the vehicle, waxing and checking fluid levels is permissible. Exterior washing of vehicles is permissible as long as the owner/guest does not use association water or electric. Emergency repairs to vehicles such as changing flat tires are permitted. Charging of electric cars is not permitted using association electric. If electric car charger is needed a separate meter will need to be installed upon approval of association at the owners expense.
  - 15) Common Element Electric – Need approval to install electrical outlets for electric car hookups at owners expense.

## **LAUNDRY**

- 1) Clothes, wash or laundry lines are not permitted on condominium grounds. No clothing shall be hung from balconies or in patio lanais whether enclosed or not.
- 2) The laundry rooms are part of the common elements and are for the exclusive use of unit owners, renter and their overnight guests.
- 3) Please remember that the laundry facilities are **shared** facilities. To prevent equipment damage and waste of resources, we ask that you adjust the settings to suit your load and always take the necessary steps to ensure a balance load in the washer.
- 4) Following are the Laundry Room rules as posted in the laundry rooms:

- a. Secure doors by putting the steel bolt in the cement.
- b. Clean washer and dryer filter after each use.
- c. Do not leave clothes in washer/dryer after cycle is complete.
- d. Close doors securely when finished.
- e. Make sure room is clean when you leave.
- f. Make sure to empty waste can when full.
- g. Place empty detergent containers in the recycle bin.

## **GARBAGE AND RECYCLABLE PRODUCTS COLLECTION**

- 1) A garbage dumpster is provided for residents waste only.
- 2) Garbage shall be placed in an airtight bag before depositing in the dumpster.
- 3) Garbage collection is Monday. Owners having an unusual amount of trash, such as in case of selling, remodeling or moving, will be required to arrange and pay for extra pick-up. (Contact Manager for details.)
- 4) Recyclable items should be cleaned and placed in containers provided for that purpose. No plastic bags allowed unless containing shredded paper.
- 5) Corrugated boxes are to be flattened before depositing in the recycle bin.
- 6) Recyclable items are collected weekly.
- 7) There are special rules for items too large to fit in the dumpster – consult a member of the Board of Directors and/or Management Company.

## **POOL AND PATIO**

- 1) The use of swimming pool facilities will be at users' risk. Neither the unit owners nor the Directors of the Association will be held legally responsible for any injury resulting from the use of the pool.
- 2) All swimmers must shower before first entering the pool. Subsequently, if suntan lotions or oils are used, a shower must be taken before re-entering the pool.
- 3) Only resident owners, their overnight guests, renters and their overnight guests may use the pool.
- 4) Children under the age of fourteen (14) shall not be allowed to use the pool unless accompanied by a responsible adult. Babies/young children need to wear the proper swimming diaper and attire.
- 5) Diving, running and horseplay are prohibited in the pool area. No one shall create a disturbance or make any undue noise or disturbance to the annoyance of others at any time.
- 6) Except for flotation devices attached to the body, no inner tubes, floats, toys, balls, air mattresses or other objects are permitted in the pool when it would interfere with others using the pool. No glass or breakable containers are permitted in the pool area.
- 7) Before leaving the pool area, return pool furniture and umbrellas to their proper places. Cigarette butts and all other trash are to be disposed of properly.

- 8) The floating divider rope is to be kept in place at all times except when it interferes with the activities conducted in the pool. (Swimming laps and exercising programs.)
- 9) The gates to the pool area are to be kept closed at all times.
- 10) Pool activities are to be quiet in nature before 9:00 AM and after 9:00 PM.
- 11) Those removing the pool heat-saver cover are responsible for its replacement.
- 12) No one is to tamper with the pool pump and filtration systems at any time. In case of emergency contact a member of the Board of Directors and/or Management Company.
- 13) Report any problems or comments about the pool use or abuse to a member of the Board of Directors and/or Management Company.
- 14) The swimming pool is a common element. Pool rules are to be observed by all unit owners, their renters and their guests. Pool rules are located at the pool.

### **STORAGE AREAS**

- 1) The stairwells are not long-term storage areas. We are subject to periodic surprise inspections by local regulatory agencies whose rules prohibit storage in the stairwell for safety purposes.
- 2) Except for Building 335 each building has an unsecured area for long-term storage. All are asked to be considerate of others in the amount of space they utilize and are urged to periodically determine if their stored items should remain so or be disposed.
- 3) All articles stored should be identified by your name and unit number.

Revised: February 11, 2020

### **Fairways Condominium of Lehigh Acres Florida, Inc., Phase Two**

The undersigned certifies that the above Fairways Condominium of Lehigh Acres Florida, Inc., Phase Two rules and regulations are understood and agreed to, and will be obeyed by all residents and guests at:

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(Address)

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(Signature)

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(Date)

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(Signature)

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(Date)