



COMPASS ROSE MANAGEMENT

SETTING A COURSE FOR YOUR COMMUNITY

Lakeside at Lochmoor Condominium Association, Inc.
C/O Compass Rose Management
1010 NE 9th Street Suite A, Cape Coral, FL 33909
info@crmfl.com

Notice-Intent to Lease Non-Refundable

- Processing Fee \$150.00 payable to Compass Rose Management
- Nationwide criminal background check, \$75 per adult 18 and older made payable to Compass Rose Management
- Copy of Drivers License on each person
- Copy of Lease Agreement required

(Partially completed forms will not be accepted)

Unit Number/ Address

Current Owner's Name & Phone #

This notice of intent to lease must be accompanied by a legible copy of photo identification of each applicant. All persons 18 years of age and older who will occupy the unit for any length of time shall be considered a co-applicant and must complete a corresponding application. Please submit one application fee of \$150.00 payable to Compass Rose Management and \$75 per adult payable to Compass Rose Management for background check. Checks or money orders should be made payable to **Compass Rose Management** and mail to the above address.

Please Note:

- Use of unit is limited to single family residency
- Occupation of the unit is limited to Lessee/ Purchaser and his/her immediate family listed below
- Pets must be approved by the Board of Directors
- Lease Dates From: _____ To: _____



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Name of Applicant (1) _____ DOB: _____ Social Security #: ____-____-____

Present Address: _____ Email: _____

Phone # _____ How Long? _____ Own ____ Rent ____

Employer: _____

If rented, please provide Name/ Phone Number of Landlord: _____

Name of Applicant (2) _____ DOB: _____ Social Security #: ____-____-____

Present Address: _____ Email: _____

Phone # _____ How Long? _____ Own ____ Rent ____

Employer: _____

If rented, please provide Name/ Phone Number of Landlord: _____

I wish to opt in to receive e-mail communication from the Management Office with the emails address provided above. Opt In Opt Out

Additional Occupant: _____ Relationship: _____ Age: _____

Additional Occupant: _____ Relationship: _____ Age: _____

Additional Occupant: _____ Relationship: _____ Age: _____

NOTE: All persons 18 years of age and older who will occupy the unit for any length of time throughout the term of the proposed lease shall be considered a Co-Applicant.

Please provide two (2) personal references (local if possible)

Name: _____ Address: _____ Phone: _____

Name: _____ Address: _____ Phone: _____



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Please provide vehicle information

Make _____ Model _____ Year _____ Tag # _____

Make _____ Model _____ Year _____ Tag # _____

Please provide emergency contact information

Name: _____ Relationship: _____ Phone: _____

Name: _____ Relationship: _____ Phone: _____

Credit and personal History

Have you ever filed bankruptcy? _____

Have you ever been evicted from a rental residence? _____

Are you currently party to any lawsuits? _____

Are there any judgements against you? _____

Have you ever been adjudicated as a sexual predator under the laws of the State of Florida or any other state?

Have you ever been convicted of any felony under the laws of the State of Florida or any other state? _____

Do you have any pets? _____ yes _____ no if so, What breed? _____

If you answered yes to any of the previous questions, please explain the details below:



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Applicants Authorization:

I/We undersigned (to include any additional occupants on separate applications which are hereby incorporated herein) authorize the Condominium Association and its property management company, to obtain an investigative consumer credit report including but not limited to credit history, criminal record search and registered sex offender search. I/We authorize the release of information from PREVIOUS OR CURRENT LANDLORDS, EMPLOYERS AND BACK REPRESENTATIVES. This investigation is for resident screening purposes only and is confidential. This report contains information compiled from resources believed to be reliable, but the accuracy of which cannot be guaranteed. I/We hereby hold the owners, The Condominium Association and the Property Management Company and its agents free and harmless of any liability for damages arising out of any improper use of this information.

Applicants acknowledge, agree to, and confirm:

1. That prior to submission of the application that they received from the Owners current copies of the Declaration of Condominium, Articles of Incorporation, By-Laws, and Rules and regulations of the Condominium Association pertaining to the Unit which they are requesting to lease.
2. That a breach of any term of the above referenced condominium documents or Rules and Regulations constitutes a default under the lease.
3. That a misstatement under this Application for Lease shall constitute a default under the lease.
4. That at no time during the term of the proposed lease shall any person who is required to be registered as a sexual predator/ offender or who has been convicted of a felony under the laws of any state or country be allowed to stay overnight within the Unit. Notice regarding Florida Sexual Offender Law. The Florida Department of Law Enforcement (FDLE) maintains a list of sexual predators/offenders to enable the public to request information about these individuals who may be living in their communities. If this is important to you as a potential occupant of a condominium unit within this community, you may contact FDLE prior to entering into a lease at 1-888-357-7332 (toll free), via email at [qqq.sexpred\(cV.fdle.state.fl.us.or](mailto:qqq.sexpred(cV.fdle.state.fl.us.or) Be advised that this disclosure is not a warranty of any kind. Further, it is not intended to be a substitute for any independent investigations which the applications may wish to make for their own benefit.

I/We certify that all of the above information is true and accurate, should there be any discrepancies and/or false information provided, I understand that this application is null and void and will/may result in immediate eviction at the Board's discretion.

Applicant's Signature

Date

Co-Applicants Signature

Date



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Owner's Acknowledge and consent:

The Owners of the unit proposed to be leased acknowledge that notwithstanding that they are leasing their unit it is they who shall continue to be responsible and liable for any and all damages caused to any other units which the community or any limited or common elements of the condominium association which may be caused by any applicants or their guests.

Owners further agree in the event there is a default under the lease as a result of a breach of any condominium rules or regulations or covenants that the Owners shall take immediate steps to terminate the lease and evict the applicants. Further, the Owners hereby agree to hold the Association and its property manager, Compass Rose Management, free, harmless, and indemnified from any and all costs, damages, fees, and expenses of any kinds whatsoever in connection with this proposed rental.

Owner's Signature	Date	Owner's Signature	Date
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It is understood that Compass Rose Management will attempt to have a response to the applicants within approximately ten business days, but that such response time cannot be guaranteed.



AUTHORIZATION TO PERFORM A CRIMINAL BACKGROUND REPORT

Background Check \$75.00 per person over the age of 18 – payable to Compass Rose

Case File # _____ Southern Wood Investigations
Agency use only

this notice is to inform you that this company may obtain a PUBLIC RECORDS CRIMINAL BACKGROUND PROFILE REPORT in connection with the above noted case and for other investigative reasons.

Reports include but are not limited to, Criminal Background Checks, Sexual Offender Search. By signing below, I _____ authorize this Company to perform a Criminal Background Search. If leasing, this report may be supplied to the owner.

X _____ X _____
Signature of Applicant Date

CLIENT (person or company requesting report) X _____
Print Name of Client /Agent

Compass Rose Management X _____
Name of Company Signature of Client /Agent

THIS FORM MUST BE FILLED OUT IN ITS ENTIRETY IN ORDER TO BE SUBMITTED

Subject's Name _____

Current Address _____

City, State, Zip _____

Social Security # _____

DATE OF BIRTH MONTH _____ / DAY _____ / YEAR _____

ADDRESSES FOR THE LAST 7 YEARS:

ADDITIONAL INFORMATION/COMMENTS _____

NOTE: THIS FORM MAY NOT BE COPIED OR UTILIZED FOR ANY PURPOSE WITHOUT THE EXPRESS PERMISSION OF SOUTHERN WOOD INVESTIGATIONS- A-1800180

**LAKESIDE AT LOCHMOOR
CONDOMINIUM ASSOCIATION, INC.**

**Rules and Regulations Governing Common Elements
Voted on and Approved by the Board of Directors
At the Meeting Scheduled on October 1, 2019 @ 10AM**

These Rules and Regulations adopted by the Board of Directors are designed to further clarify, detail and in some cases expand the provisions set forth by the Condominium Act, the Declaration of Condominium and the Association By-Laws as they apply to our condominium association.

If you are not an Owner and are leasing the property, should you need any clarification regarding the following Rules and Regulations, please contact our Management Company or any Board Member.

It is important to note that the property owner of record may be held accountable for any fines and/or legal action that results from the actions of their tenant(s) and/or guests that violate the rules and standards of our Community.

The following Rules and Regulations are subject to review and change at any time by the Board of Directors of Lakeside @ Lochmoor.

Rules and Regulations

OCCUPANCY:

The required procedure pertaining to the leasing or sale of a unit is to be adhered to without exception. **PRIOR** to the sale, transfer, lease or unpaid occupancy, unit owners must have the Buyer(s), Lessee(s) or Occupant(s) complete an application through the Management Company, who will forward said application to the Board of Directors after a criminal background check has been conducted. No felons or sex offenders will be approved for occupancy. In addition, the Purchaser(s) or Lessee(s) are to be provided with a copy of the current Rules and Regulations, governing documents and arrange for an interview with the Board of Directors **PRIOR** to occupancy of the unit.

Upon approval of the application, two members of the Board of Directors will meet with the new potential Owner(s), Lessee(s) or Occupant(s) **PRIOR TO OCCUPANCY** who will answer any questions regarding the Association and these Rules and Regulations.

Upon approval of occupancy, the Unit Owner(s) or Lessee(s) will be provided with a vehicle information sheet to fill out and returned to a Board Member at which time the Unit Owner(s) will be given a Resident Parking Pass, which is required, to be displayed on their rear view mirror.

Occupancy is restricted to residential use by not more than four (4) individuals with the exception of the two (2) three bedroom units that will accommodate six (6) individuals.

The Board of Directors shall retain a key to the unit and the Unit Owner shall provide to the Association a new or extra key whenever locks are changed or added for use by the Association pursuant to its statutory right of access to the premises.

LEASING OF A UNIT:

Units can only be leased for a period of one (1) year and no more often than once each calendar year. Upon expiration of the lease it may be renewed but only with approval of the Board and the Management Company. The Unit Owner may, however, re-lease the unit at any time if cancellation of the lease resulted from death or abandonment of the tenant(s) or occupant(s). All leases must contain language allowing the owner to terminate the lease and evict, if necessary, any tenant(s) or occupant(s) that do not abide by the current Rules and Regulations.

ELEVATOR USE:

Unit owners or tenant(s) who hire or use repairmen, movers, artisans or have furniture and appliances delivered or picked up will be held responsible for any damage to the elevator, hallways, black top and any flora or fauna.

The elevator door can be held open with a key. This is the **ONLY** method to be used to hold the door open for loading and unloading. The key can be obtained from a Board Member with 24 hours notice. **Please refer to the attached instructions on the proper use of the elevator.**

PETS AND ANIMAL REGULATIONS:

The Declaration provides the basic policy of the condominium regarding pets and their control. For the betterment of the Unit Owners, Lessee(s) or Occupant(s) and the condominium as a whole, the Board of Directors has approved and established the following additional regulations regarding pets and animals.

Pets should be carried or walked on a hand-held leash at all times when outdoors. All pet owners are responsible to immediately remove their pet's droppings and properly disposal of same.

Pets will be restricted to no more than two (2). These pets will be restricted to dogs, which will weigh no more than 40 pounds total in any unit **WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE BOARD OF DIRECTORS**, domestic cats, fish and birds. Pit Bulls or any similar breeds which may, in the sole discretion of the Board of Directors, be known as aggressive breeds are prohibited.

No animal is permitted in or on any improved area of the common elements including but not limited to pool areas and other recreational facilities.

Dogs and cats shall be registered with Management. Proof of current vaccinations and license must be presented to the Board of Directors when interviewing for approval by the Board.

All pet owners must comply with all appropriate county ordinances. Lee County requires pet owners must comply with all appropriate county ordinances. Lee County requires that all dogs and cats have a current registration I.D. tag. This tag must be attached to the collar worn by the pet.

No animal may be leashed or tied to any stationary object on or in the common elements.

No animal is to be allowed on any balcony or patio unless a responsible person is present in the unit.

All animal bites and/or attacks should be reported immediately to the Lee County Health Department.

Any diseased, injured or stray animals should be reported to the Lee County Animal Control Department.

A pet owner is responsible for any property damage, injury or disturbance their pet(s) may cause or inflict.

In the event that a pet has, in the sole discretion of the Board of Directors, become a nuisance or pose a threat to residents or other pets in the Community, written notice will be given to the owner or other person responsible for the pet, and the pet shall be removed from the condominium property in no more than 15 days.

Deceased pet remains are not permitted on common elements.

No resident shall inflict or cause any harm or cruelty to any animal.

No resident is allowed to make food available for any animal except his or her own pet unless written permission has been obtained by the owner.

All female animals, while in "heat", shall be kept secured by the owner in such a manner that she will not be in contact with other animals or create a nuisance by attracting other animals.

CHILDREN:

Children and visiting friends (under age 12) will be the direct responsibility of their parent(s) or legal guardian (s), including full supervision of them while within Lakeside @ Lochmoor. The parent(s) or legal guardian(s) must ensure that all their children and those under their supervision, are in full compliance with the Rules and Regulations of the Association at all times.

It is not acceptable for children of owners, tenant(s) or visiting children of same to disturb any residents or abuse the property of others or that of Lakeside @ Lochmoor.

Bicycles, skateboards, rollerblades, roller skates, scooters, tricycles, baby carriages or other similar vehicles or toys are not permitted to be used or stored in the hallways, breezeways or any parking areas. Bicycles owned by residents shall be parked under stairwells.

MOTOR VEHICLES:

Vehicles must be parked only in the areas provided for that purpose. At no time shall a vehicle be driven or parked on the lawn of the Association.

The speed limit when entering and exiting the Community is 15 miles per hour.

At no time shall maintenance of vehicles be done on Association property. No disabled vehicles will be stored on the property for more than 48 hours. Any damage done to the common elements as a result of an improperly maintained vehicle will be the financial responsibility of the owner.

No lettered or work vehicles may be parked anywhere on the property, except for vendors providing service, and then not overnight.

Boats or other water vessels or recreational vehicles **ARE NOT ALLOWED** and shall not be maintained in the parking area or on the common grounds of Lakeside @ Lochmoor.

Vehicles shall be parked in the properly assigned space, with the front of the vehicle to the curb and pulled forward as far as possible. The maximum overall length and depth of the vehicle shall not exceed the depth and width of the parking space.

Pickup trucks, motorcycles and personal vans: No recreational vehicles are allowed on the lot for more time than is required for loading and unloading, but not overnight. No off-road recreational vehicles are allowed. Pickup trucks are allowed as long as they are not obvious commercial or construction vehicles, do not exceed $\frac{3}{4}$ ton capacity and do not have a raised chassis with oversized wheels. Motorcycles shall not be operated in the parking lot as the noise of the cycle would disturb other residents. No motor vehicle of any kind can be kept inside any of the condominium units or lanais.

Car washing is allowed **OFF THE BLACKTOP** and on the grass of the designated parking space located as the fourth space from Building B. In the event that Phase I water restrictions are put into effect, Residents must comply with the city regulations regarding days and times permitted.

No Unit Owner(s) or Tenant(s) shall do or permit any assembling or disassembling of motor vehicles except for ordinary maintenance such as changing a tire or battery. Each Unit Owner or Tenant shall be required to clean his or her parking space of any oil or other fluids that accumulates on their assigned parking space. Upon notification by the Management Company to a Unit Owner or Tenant that such a clean-up is necessary, the area shall be cleaned up within 48 hours. In lieu of that, the Association may have the area cleaned up and costs incurred debited against the Unit Owner's account.

GUEST PARKING:

Overnight parking of vehicles of any kind in the Common Areas is prohibited **WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE BOARD OF DIRECTORS.**

Any Unit Owner or Tenant who have guests staying with them for two (2) days or longer must notify a member of the Board of Directors and obtain a Visitor's Parking Pass. This pass must be displayed on the guest(s) dashboard at all times while visiting the owner(s) or tenant(s). Failure to display this Visitor's Parking Pass will result in the vehicle being treated as an abandoned vehicle and shall be towed away at the owner's expense. A one-day warning will be posted on the vehicle's windshield by Management. This violation also applies to stored or disabled vehicles not reported to Management by the owner for exemption to the towing rule. Management is responsible for all parking violations and is expected to take immediate action when a violation of parking rules is discovered and reported.

Guest parking is located between Building B and the East entry to the property. Owners and Tenants are responsible to have their guests park in this area unless they are qualified to use the Handicapped parking area identified in front of the common element between Buildings D and E.

Guests and contractors are only allowed to park their vehicles in the 24 hour parking spaces between the hours of 9AM-5PM

TRASH COLLECTION:

Our trash dumpster is located near the NW entrance of the property. Residents must make arrangements to dispose of any appliances, chairs, couches/loveseats, file cabinets, TV's, lamps, entertainment centers, desks, mattress sets or similar large household items by contacting organizations such as: Goodwill, Hope Chest, Salvation Army, Habitat for Humanity or Hearts and Homes for Veterans. Under no circumstances can these items be placed inside or outside of the dumpster.

Boxes and other bulky packages must be **BROKEN DOWN AND FLATTENED BEFORE** being deposited into the recycle bins or placed between the recycle bins. **Under no circumstances are these items to be placed inside of the dumpster. A copy of what items are to be placed inside the recycle bins is attached to these Rules and Regulations.**

Residents who hire a contractor **MUST CONFIRM THAT THE CONTRACTOR WILL DISPOSE OF THE ITEMS BEING REMOVED OFF THE PREMISES AND NOT PLACED INSIDE THE DUMPSTER.**

No trash or waste can be stored outside of the units.

It is against **FEDERAL and STATE** law to deposit tires, motor oil, paint and various chemicals in trash dumpsters.

COMMON AREAS:

Trimming, cutting, moving or planting in the common areas is not permitted **WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE BOARD OF DIRECTORS.**

No furniture, seasonal decorations or decorations of any type shall be purchased or placed in the common areas **WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE BOARD OF DIRECTORS.**

Littering of the common elements is not permitted. Any items in any areas of the property will subject the litterer to immediate fines.

Use of the common areas, docks and fishing from the docks or the shoreline are strictly for use by the Unit Owner(s), Tenant(s) and their guests only. All others should be asked to leave the premises since the condominium is private property.

Yard and garage sales are prohibited **WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE BOARD OF DIRECTORS.**

POOL USAGE:

Pool hours are from 9AM until sunset. Insurance regulations require that all pool gates be kept locked at all times for safety and security.

When you are done using the pool area, please replace any furniture you have moved. Take your trash with you or place it in the trash bin located by the gate as you exit the pool area.

Food or glass containers are not permitted in the pool or around the pool deck.

Smoking is not permitted in the pool, around the pool deck or the Clubhouse.

Running, diving and horseplay is not permitted in the pool area.

Any children under the age of twelve (12) who are not accompanied by their parent(s) or legal guardian(s) will be asked to leave the pool area.

The pool blanket must be **COMPLETELY REMOVED WHILE PEOPLE ARE USING THE POOL OR ARE IN THE POOL AREA.** This is required by Florida State Law and condominiums violating this law can be fined and/or have their pool permit revoked. When finished using the pool and leaving the pool area, the pool blanket must be placed back over the pool.

Pool toys, flotation devices or other similar items are not permitted to be stored in the pool, pool area, Clubhouse or bathrooms. These items will be stored in either the Unit Owner's or Tenant's unit or storage unit. Any items found in the pool areas will be removed and disposed of.

CONDOMINIUM IMPROVEMENTS:

No hot tubs, spas saunas or steam baths can be installed on the unit lanais.

Screen doors being installed in the entry way must be bronze in color and 36 inches wide to conform to the doors already installed.

Storm shutters must comply with or exceed building codes of Lee County, FL and must be almond in color and not fully retractable when not in use.

Any changes to the units must be approved via an architectural review form submitted to the Management Company and the Board of Directors listing the contractor's license. The contractor must provide an insurance certificate naming the Association as an additional insured. Any damage done to any of the common areas as a result of any changes to the unit will be the sole responsibility of the unit owner.

Ceramic tile or hardwood flooring can be installed in units above the first floor **BUT NOT PRIOR TO THE UNIT OWNER(S) PROVIDING** the Board of Directors with the specifications and type of cushion and sound barrier being used to reduce the transmission of any noise from one unit to another and upon approval by the Board of Directors.

PROTECTION OF THE OWNERS:

All complaints directed to the Association must be in writing and submitted to the Management Company and the Board of Directors. All complaints will be addressed at the next scheduled meeting.

Commercial and non-commercial peddling or soliciting is not permitted on condominium property **WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE BOARD OF DIRECTORS.**

Peddlers or solicitors without this proper approval should be turned away by all Unit Owners.

Unit Owners are responsible to make provision for routine care of their unit while they are away. For emergency maintenance, Owners must provide a key to the Association.

NO SMOKING is permitted on the elevator, in the hallways, pool, pool area, Clubhouse, breezeways or stairwells. Cigarette butts are to be placed in the appropriate receptacles which are found throughout the Community.

Laundry, bathing apparel, beach and porch accessories shall not be maintained outside the unit. Such apparel and accessories shall not be exposed to the view of the other Residents.

BBQ grills of any type are not permitted in any unit or on any unit's lanai. This is a State law. Grilling is allowed only in the designated area. No furniture, grills or any other items shall be added to the BBQ area **WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE BOARD OF DIRECTORS.**

No Resident or guest shall make or permit any disturbing noise in the buildings whether by himself, family, guests, servants or pets nor do or permit anything to be done by such person or persons that will interfere with the rights, comforts, conveniences and safety of other Owners or Occupants, nor perform any activities that may be illegal, nor disrupt the well-being and comfort of any other Resident. The hours of 11:00PM to 8:00AM the following day shall be considered "quiet time" within the Association property. Persistent violations will be reported to the Management Company.

No sign, advertisement or other lettering shall be exhibited, inscribed or painted or affixed by any Unit Owner or Tenant on any part of the outside of the buildings **WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE BOARD OF DIRECTORS**, which would include television antennas or satellite dishes.

No garbage cans, trash bags, rugs, supplies or other articles shall be placed outside of the individual screened entry ways.

AMENDMENTS:

These Rules and Regulations may be modified, from time to time, as deemed appropriate and in the best interest of the Association, by the Board of Directors, and sent electronically or U.S. Mail to each Member of the Association. It is solely the Unit Owner's responsibility to provide a copy of these Rules and Regulations to Lessee(s) or Occupant(s) of his/her unit.

GRANDFATHERING

These approved rules will apply in all future cases. Any previously approved exemption shall be considered "grandfathered in" for purposes of this document.

REVOCATION:

Any consent or approval given under these Rules and Regulations may be revocable at any time by the Board of Directors.

I have read, understand and will abide by the foregoing Rules and Regulations.

Name: _____
Signature

Date: _____

Print: _____

Unit#: _____

Name: _____
Signature

Date: _____

Print: _____

Unit#: _____