



CONDOMINIUM ASSOCIATION MANAGEMENT, INC.

CONDOMINIUM APPLICATION FOR SALE OR LEASE

Date of Application: \_\_\_\_\_

The application fee in the amount of \$100.00 per person or \$ 150.00 for Married Couple is **Non-Refundable** and needs to be enclosed with the application for GPM Inc. to process the application. Failure to do so may delay the application approval. Please make money order payable to: GPM Condo Management or cash.

**Applications for applicants with Service and/or “emotional support animals” must provide legal documentation with the application and will not be approved except upon the advice of counsel.**

Application will be approved or denied within two weeks from the day received. Incomplete applications will be returned to the applicant.

**Applicants attempting to take up residency prior to approval will be denied and evicted.**

If the association is a “55 or Older” community, legible proof of age needs to accompany the application.  Check if “55 or older” community.

Please return the completed application to GPM Inc. with a copy of the sales agreement or lease to:

GPM Inc.  
1319 Miramar Street, Suite 101  
Cape Coral, FL 33904

\_\_\_\_\_ Condominium Association  
\_\_\_\_\_ Unit Number

\_\_\_\_\_  
Applicant Printed Name

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Applicant Printed Name

\_\_\_\_\_  
Applicant Signature

Mail: 1319 Miramar St., Suite 101 Cape Coral, Florida 33904  
Phone 239-542-7712 Fax: 239-542-9296 Email: [gpmadmin1@gpmcondo.com](mailto:gpmadmin1@gpmcondo.com) (Lissett)

**INSTRUCTIONS:**

- 1 - All applicants are processed as separate investigations.
- 2 - Print legibly or type all information. Account and telephone numbers and complete addresses are required.
- 3 - If any question is not answered or left blank, this application may be returned, not processed or not approved.
- 4 - Missing information will cause delays in processing your application.
- 5 - Any misrepresentation, falsification or omission of information may result in your disqualification.
- 6 - Only the applicants are authorized to sign all forms on page 2.

**APPLICATION FOR OCCUPANCY/APPROVAL**

**PRINT OR TYPE (Use Black Ink)** Purchase \_\_\_\_\_ or Lease \_\_\_\_\_ (How long)

Apt. No. \_\_\_\_\_ Bldg No. \_\_\_\_\_ Special Address or Unit \_\_\_\_\_

Date \_\_\_\_\_ 20\_\_\_\_ Desired date of occupancy \_\_\_\_\_

Name (Mr./Mrs./Ms.) \_\_\_\_\_ Date of Birth \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_

Spouse (Mr./Mrs./Ms.) \_\_\_\_\_ Date of Birth \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_  
(Passport, Alien, Green Card, Social Insurance No.)

[ ] Singl. [ ] Married [ ] Widow(er) [ ] Sep. \_\_\_\_\_ [ ] Div. \_\_\_\_\_ Maiden Name \_\_\_\_\_  
(How long) (How long) (Passport, Alien, Green Card, Social Insurance No.)

Number of people who will occupy. Adults (over age 18) \_\_\_\_\_ Children (over 18) \_\_\_\_\_ Children (under 18) \_\_\_\_\_

Names & ages of children who will occupy: \_\_\_\_\_

Description of Pets (Breed, Size, Color, Weight, Etc.) \_\_\_\_\_

In case of emergency notify: \_\_\_\_\_

**PRINT OR TYPE (Use Black Ink)** Telephone \_\_\_\_\_

**RESIDENCE HISTORY**

A. Present Address \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_  
(Street Address, Apt No., City, State, Zip)  
 Name of Apt./Condo \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ Date of Residency \_\_\_\_\_  
 Name of Landlord or Mortgage Co. \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_  
 Address \_\_\_\_\_ Mtg. No. \_\_\_\_\_

B. Previous Address \_\_\_\_\_ Your Apt No. \_\_\_\_\_  
(Street Address, Apt No., City, State, Zip)  
 Name of Apt./Condo \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ Date of Residency \_\_\_\_\_  
 Name of Landlord or Mortgage Co. \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_  
 Address \_\_\_\_\_ Mtg. No. \_\_\_\_\_

C. Prior Address \_\_\_\_\_ Your Apt No. \_\_\_\_\_  
(Street Address, Apt No., City, State, Zip)  
 Name of Apt./Condo \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ Date of Residency \_\_\_\_\_  
 Name of Landlord or Mortgage Co. \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_  
 Address \_\_\_\_\_ Mtg. No. \_\_\_\_\_

**PRINT OR TYPE (Use Black Ink)** **EMPLOYMENT & BANK REFERENCES**

A. Employed By (Business Name) \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_  
(or retired from)  
 How long \_\_\_\_\_ Dept. or Position \_\_\_\_\_ Mo. Income \_\_\_\_\_  
 Address \_\_\_\_\_ Zip \_\_\_\_\_

B. Spouse's Employment (Business Name) \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_  
(or retired from)  
 How long \_\_\_\_\_ Dept. or Position \_\_\_\_\_ Mo. Income \_\_\_\_\_  
 Address \_\_\_\_\_ Zip \_\_\_\_\_

C. Bank Reference \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_  
 How long \_\_\_\_\_ Ch. Acct. No. \_\_\_\_\_ Sav. Acct. No. \_\_\_\_\_  
 Address \_\_\_\_\_ Zip \_\_\_\_\_

D. Bank Reference \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_  
 How long \_\_\_\_\_ Ch. Acct. No. \_\_\_\_\_ Sav. Acct. No. \_\_\_\_\_  
 Address \_\_\_\_\_ Zip \_\_\_\_\_

(Continued on Back)

PRINT OR TYPE (Use Black Ink)

CHARACTER REFERENCES

1. Name \_\_\_\_\_ Address \_\_\_\_\_ Phone (Residence & Office) \_\_\_\_\_

2. Name \_\_\_\_\_ Address \_\_\_\_\_ Phone (Residence & Office) \_\_\_\_\_

3. Name \_\_\_\_\_ Address \_\_\_\_\_ Phone (Residence & Office) \_\_\_\_\_

Driver's Lic. No. #1 \_\_\_\_\_ #2 \_\_\_\_\_ State \_\_\_\_\_

Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ Plate No \_\_\_\_\_ Color \_\_\_\_\_ State \_\_\_\_\_

Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ Plate No \_\_\_\_\_ Color \_\_\_\_\_ State \_\_\_\_\_

If this application is NOT legible or is not completely and accurately filled out, Applicant Information (and the Association) will not be liable or responsible for any inaccurate information in the investigation and related report (to the Association) caused by such omissions or illegibility. By signing, the applicant recognizes that the Association or their agent, Applicant Information may investigate the information supplied by the applicant and a full disclosure of pertinent facts may be made to the Association. The investigation may be made of the applicant's character, general reputation, personal characteristics, credit standing, criminal background and mode of living as applicable. I may request, in writing, within a reasonable time, a complete and accurate disclosure of the nature and scope of any investigation.

Signature \_\_\_\_\_ Applicant Signature \_\_\_\_\_ Applicant's Spouse

APPLICANT(S): Most banks, financial institutions, mortgage companies and employers require your signature and name printed. Make sure Authorization Form is completed as indicated.

AUTHORIZATION TO RELEASE BANKING, CREDIT, RESIDENCE, EMPLOYMENT, AND CRIMINAL BACKGROUND

I have named you as a reference on my application for residency.

You are hereby authorized to release and give to the below mentioned party(s) or their Attorney or Representative, any and all information they request concerning my banking, credit, residence, employment, and background in reference with my /our application made for residency.

DESIGNATED PARTY: APPLICANT INFORMATION

I hereby waive any privileges I may have with respect to the said information in reference to its release to the aforesaid party(s).

Photocopies of this Authorization may be made to facilitate multiple inquiries. In the event you do receive a photocopy of this Authorization, it should be treated as an original and the requested information should be released to facilitate my/our application for residency.

\_\_\_\_\_  
(Applicant's Signature)

\_\_\_\_\_  
(Applicant's Name Printed)

\_\_\_\_\_  
(Spouse's Signature)

\_\_\_\_\_  
(Spouse's Name Printed)

DATE \_\_\_\_\_

In making the foregoing application, I represent to the Board of Directors that the purpose for the purchase or lease of a unit at \_\_\_\_\_ is as follows:

Permanent Residence \_\_\_\_\_ Seasonal Residence \_\_\_\_\_ Other \_\_\_\_\_  
(Explain)

Or, if rental state term of lease agreement

\* Include copy of lease (signed, dated )

I hereby agree for myself and on behalf of all persons who may use the unit which I seek to purchase that I will abide by all of the restrictions contained in the Bylaws, Rules and Regulations, Association Documents, and current restrictions or those which may, in the future, be imposed by \_\_\_\_\_ Condominium Association.

I have received a copy of all Association Documents Yes \_\_\_\_\_ No \_\_\_\_\_  
I have received a copy of the Rules and Regulations Yes \_\_\_\_\_ No \_\_\_\_\_

1. I understand that I will be advised by the Board of Directors of either acceptance or denial of this application. Occupancy prior to Board of Directors approval is prohibited.
2. I understand that there is a restriction on pets.
3. I understand that the acceptance for purchase or lease of a unit at \_\_\_\_\_ is conditioned in part upon the truth and accuracy of this application and upon the approval of the Board of Directors. Any misrepresentation, falsification, or omission of the information on these forms will result in the automatic disqualification of my application.
4. I understand that the Board of Directors of \_\_\_\_\_ Association, Inc. may cause to be instituted an investigation of my background as the Board may deem necessary. Accordingly, I specifically authorize the Board of Directors, Management and RENTER'S REFERENCE OF FLORIDA, to make such investigation and agree that the information contained in this and the attached application may be used in such investigation, and that the Board of Directors, Officers, and Management of \_\_\_\_\_ Condo Association itself shall be held harmless from any action or claim by me in connection with use of the information contained herein or investigation conducted by the Board of Directors.
5. In making the foregoing application I am aware that the decision of \_\_\_\_\_ Condo Association will be final and no reason will be given for any action taken by the Board of Directors and I agree to be governed by the determination of the Board of Directors.
6. I/We the undersigned agree that we have read and understand the Rules and Regulations of the Association for \_\_\_\_\_ Condominium, Inc.
7. I/We agree to abide by all covenants, restrictions, and rules presently enacted and new rules which may be promulgated from time to time by the Association.

Applicant \_\_\_\_\_ Date \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

Applicant \_\_\_\_\_ Date \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

AUTHORIZATION TO RELEASE BANKING, CREDIT, RESIDENCE, EMPLOYMENT  
AND CRIMINAL BACKGROUND INFORMATION

GPM, Inc. and the Board of Directors of \_\_\_\_\_ Condominium are hereby authorized to release and give to the below mentioned party(s) or their Attorney or Representative all information they requested concerning my banking, credit, residence, employment and back ground in reference with my (our) application made for residency.

DESIGNATED PARTY: UNIT OWNER(S) and/or OWNER'S PROPERTY MANAGER

I hereby waive any privileges I may have with respect to said information in reference to its release to the aforesaid party(s).

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Applicant's printed name

\_\_\_\_\_  
Spouse's Signature

\_\_\_\_\_  
Spouse's printed name

DATE \_\_\_\_\_

**CAPE COLONY CONDOMINIUM ASSOCIATION**

**RULES AND REGULATIONS**

**(Officially adopted as per Declaration  
Section 8. USE RESTRICTIONS  
E. REGULATIONS)**

**AS OF 17 JUNE 2020**

**CAPE COLONY CONDOMINIUM ASSOCIATION  
RULES & REGULATIONS  
AS OF 17 JUNE 2020**

**1. PROCEDURES AND POLICIES FOR IMPLEMENTING THE OVER 55 COMMUNITY RULE (Section 8 and 9 of our Declaration and the “Letter of Intent” Adopted by the Board on 11 March 1989)**

The Declaration of Condominium dated 27 January 1972 contains age restrictions and the authority to approve or disapprove proposed purchasers, lessees and mortgagee of apartments, with the intent of maintaining our status as an Adult Condominium. On 11 March 1989 the Board of Directors approved a “Letter of Intent” that stated our condominium is an adult condominium with its present population 90% over age 55. An application form and documentation of age is required by all proposed new owners so that the Board of Directors can ensure that we maintain our status.

**2. OFFICIAL NOTICE BOARD (Adopted by the Board on 20 March 1993)**

To conform to the new laws of the State of Florida and the requirements of the Board of Directors, only the notice for the Board of Directors Meeting and the agenda will be posted on the bulletin board by the pool at least 48 hours prior to the meeting.

**3. INSTALLATION OF HURRICANE SHUTTERS (Adopted by the Board on 22 May 1997)**

The Florida condominium statute and section 11.05 of our Declaration requires the Board of Directors to adopt specifications for the installation of hurricane shutters. Any hurricane shutters installed in this condominium must conform to those specifications, comply with all local and state building code requirements and be installed by licensed, insured installers. A complete set of specifications and an application format for installation of hurricane shutters as adopted by the Board on 22 May 1997 are available upon written request to any member of the Board of Directors.

**4. PARKING RULES {Section 15 B .8 of the Declaration and Section 4.8 of the By-Laws} (Adopted by the Board on 15 Mar 2001) & (Revised by the Board on 17 June 2020)**

The Association shall designate and assign specific portions of the common areas as parking spaces for exclusive use by each unit owner. If a unit owner wants to allow another person to use the assigned space, you must report that permission in writing to the Board including the name of the individual, the make and model of the vehicle, and the license plate number of the vehicle.

The Association, in compliance with all applicable laws, shall have the authority to tow any vehicle which is determined to be parked in another unit owner’s space without proper approval in writing or abandoned. The cost of towing will be the vehicle owner’s responsibility.

Parking in another space: The Association, in compliance with all applicable laws, shall have the authority to tow any vehicle which is determined by the Board to be parked in another owner's space without proper approval in writing.

Abandoned Vehicles: The Association, in compliance with all applicable laws, shall have the authority to tow any vehicle which is determined by the Board to be abandoned. This determination will be made on a case-by-case basis and includes but is not limited to the following situations: The vehicle owner is no longer a unit owner; the vehicle owner is deceased; the vehicle has no license plate; and/or the registration expired three months ago.

Parking in guest spaces: Parking spots to be used by visiting unit owner's guests and vendors are in short supply. Parking in a space that is not an assigned unit space is on a first come first serve basis. A vehicle can be parked in a guest space for only three days unless otherwise authorized by the Board in writing. All other rules for parking will also apply to guest parking spaces.

#### **5. SATELLITE DISH/TV ANTENNA (Adopted at the Jan 2005 Annual Meeting)**

One Satellite Dish Antenna, no larger than 24 inches and one Local Area Television Antenna attached to the same mount can be installed on each unit, in a location specified by the Board. Owners will submit to the Board their request for approval in writing with sketches indicating the proposed location of dish mount, cable runs, and building surface penetrations. The wiring necessary to carry the television signal to the unit will be the shortest distance practical and hidden/camouflaged as much as possible. Cable runs will conform to the horizontal and vertical lines of the building. Owners and future owners of the unit will be responsible for all equipment associated with the dish installation and those penetrations of the exterior surfaces that fall under association responsibility. Any leakage or damage caused by those penetrations are the responsibility of the owner/future owners of the unit. Cabling, antenna mounts and antennas will not be allowed to become unsightly, hanging or otherwise visually detrimental as determined by the board. Owners will take immediate action to rectify discrepancies. Non-conformance to this by-law will be cause for the revocation of the antenna approval and removal of the antenna. All costs incurred by the association for the antenna removal and the repair of the building's exterior will be billed to the unit owners. No other radio or television antenna, or wiring for any purpose, may be installed on the exterior of the buildings.

#### **6. SELF HELP MAINTENANCE/LANDSCAPING PROJECT PROCESS (Adopted by the Board on 24 Feb 2007)**

- All concerns/issues about maintenance or landscaping items in the common areas will be brought to the attention of the Board of Directors **in writing**.
- The Board, in concert with GPM, will decide if the work can be accomplished by the unit owners as a self-help item or if it would be more appropriate for a contract item.
- Written permission by the Board of Directors is required **prior** to having the items/issues accomplished by the unit owners.
- Only after obtaining written permission will the unit owner/owners be permitted to start such maintenance or landscaping repairs and submit receipts for reimbursement of expenses.

#### **7. TIME LIMIT TO UNIT OWNER PARTICIPATION IN UNIT OWNER AND BOARD MEETINGS (Adopted by the Board on 20 Nov 2007)**

In accordance with 718.112, the association may adopt written reasonable rules governing the



frequency, duration, and manner of unit owner statements. Due to the number of issues discussed at Board meetings and/or Annual Unit Owner meetings a 5 minute limit is placed on individual unit owner discussions for each agenda item to allow time for all unit owners to participate in the meetings.

**8. PROCEDURES AND POLICIES REGARDING KEYS FOR ACCESS TO UNITS  
(Adopted by the Board on 10 Mar 2008)**

The Association will retain a pass key to all units. No unit owner shall alter any lock, nor install a new lock, which prevents access when the unit is unoccupied, unless the unit owner provides the Association with a key. If the Association is not provided with a key to the unit, the owner shall pay all costs incurred by the Association in gaining entrance to his/her unit, and also shall be responsible for any damage done to his/her unit in gaining entrance thereto, and shall also be liable for any damage resulting from delay in gaining entrance to his unit caused by the unavailability of a key.

**9. POSTING OF REAL ESTATE SALE SIGNS (Adopted by the Board on 10 Mar 2008)**

Unit owners or their real estate agency may place up to two standard real estate signs next to either the East or West driveway nearest the building(s) having a unit(s) for sale. One may be placed along Coronado Parkway and one in a corresponding location along the canal.

**10. WINDOW REPLACEMENT SPECIFICATIONS (Adopted by the Board on 9 Apr 2008)**

The Board of Directors is obligated by the Declaration and the By-Laws to approve window specifications in order to maintain the architectural compatibility of the Cape Colony Condominiums. Any windows installed in this condominium must conform to those specifications, comply with all local and state building code requirements and be installed by licensed, insured installers. The rules for installation of replacement windows and an application form as adopted by the Board on 9 Apr 2008 are available upon written request to any member of the Board of Directors.

**11. POLICY FOR COLLECTION OF ASSESSMENTS (Adopted by the Board on 9 Apr 2008)**

1. Assessments are due on the first of the month.
2. After a 15-day grace period, late charges apply.
3. A notice of Intent to Lien is sent to owners more than 30 days delinquent.
4. A claim of lien is recorded against any unit owner more than 45 days late.
5. Lien foreclosure is directed for delinquencies of more than four (4) months.
6. After institution of lien foreclosure action, all payment plans or settlements require board approval.

**12. LANAI SCREEN REPLACEMENT (Adopted by the Board on 31 May 2011)**

When required, all screening on the lanais shall be replaced with fiberglass insect screening, charcoal grey in color.

**13. DOOR REPLACEMENT SPECIFICATIONS (Adopted by the Board on 15 Feb 2012 and revised by the Board on 18 Oct 2012)**

The Board of Directors is obligated by the Declaration and the By-Laws to approve common area door (including all unit front doors, the two exterior doors on Building #1, and storage area doors) specifications in order to maintain the architectural compatibility of the Cape Colony Condominiums. Any such doors installed in this condominium must conform to those specifications, comply with all local and state building code requirements, be installed by licensed, insured installers, and be approved by the Board prior to installation. The standards for installation of replacement doors as adopted by the Board on 15 Feb 2012 and revised by the Board on 18 Oct 2012 are available upon written request to any member of the Board of Directors.

**14. RULES FOR USE OF THE SWIMMING POOL AND THE FENCED IN POOL AREA (Adopted by the Board on 11 Feb 2013)**

- No one is allowed within the fenced pool area if the pool is covered.
- Children under 10 years of age must be supervised by an adult.
- Children in diapers are not allowed in the pool (children not toilet trained).
- Do not play with or hang on the depth floatation rope.
- Do not play with the life-saving ring or rope.
- Do not throw foreign objects such as coins, vegetation, etc. into the pool.
- Breakable glassware is not permitted in the fenced pool area.
- No smoking within the fenced pool area if other people are present that object.
- No diving is allowed.

**15. POLICY ON LANAI GRILLS (Adopted by the Board on 24 July 2018)**

Certain electric grills are permitted for use on the condominium lanais. The grills that are allowed are electric, portable, tabletop grills, or other similar apparatus, so long as they do not exceed 200 square inches of cooking surface. The use or storage of all non-approved electric grills, non-electric grills or other similar devices in the lanais is still prohibited as provided by the Florida Fire Prevention Code.

**16. BOAT DOCK RULES {Section 15 B (.5) of the Declaration and Section 4 (.5) of the By-Laws} (Adopted by the Board on 22 February 2017)**

**ASSIGNMENT OF DOCK SPACE:**

Upon receipt of a completed application and certificate of insurance, assignment of dock space is on a “first come, first served” basis and must be approved by the Association’s Board of Directors prior to moving a boat to one of the docks. A certification of insurance for the boat shall be filed with the Association annually by the boat owner.

Docks are common elements and cannot be transferred by the unit owner but must revert back to the Association. An assignment of a dock shall normally terminate upon the sale or end of the lease of the unit to which it is assigned and upon such other conditions as provided below in the rules for dock usage. Unit owners must remove boat and vacate the dock prior to the sale of their unit.

Concrete Dock #4 on the west side of the seawall is designated as a temporary dock for visitors of unit owners and subject to all conditions and rules if it is practical to do so.

### **RULES FOR DOCK USAGE UPON ASSIGNMENT:**

No boat lifts shall be allowed. Any temporary alterations, attachments, or modification of an assigned dock must have prior approval of the Board of Directors. Any damages to common property caused by the owner, the boat, or any attachments are the responsibility of the owner. Cost of any repairs will be the owner's responsibility.

Any power outlets at the docks are provided for occasional use for vacuum cleaners, small power tools, etc. and are not intended to provide continuous power use.

Owner must notify the Association if the dock is to be vacated for 30 days or more. Any such vacancy allows the Association to assign the space on a temporary basis if requested.

The docks are not to be used for long-term storage of boats. Due to the limited number of docks available, it is deemed in the best interest of the Association that the docks be assigned to owners who are active boaters and intend to use the dock on a regular basis. If the Board shall determine in its sole discretion that a person who has been assigned a dock is not regularly and actively using his or her boat that occupies the dock, the Board may terminate an assignment and the owner shall remove his or her boat within 30 days. Evidence of failing to actively use one's boat upon which the Board may base its decision to terminate assignment shall include, but not be limited to, failure to launch the boat for a period of six (6) months or more, keeping a boat deemed by the Board to not be seaworthy, keeping the dock empty for more than sixty (60) continuous days.

The Association, in compliance with all applicable laws, shall have the authority to tow any vessel which is docked in violation of this Rule. The cost of towing will be the boat owner's responsibility.

### **17. FINING AND SUSPENSION PROCEDURES {Section 15 B (.5) of the Declaration and Section 4 (.5) of the By-Laws} & IAW Section 718.303(3) (Adopted by the Board on 10 May 2018)**

1. The board has appointed a standing three-member independent fining committee. The condominium law only allows unit owners to be committee members, and they cannot be board members or live with board members or be related to board members.
2. If a violation of any provision of the Declaration, the Bylaws, written Rules & Regulations or policy letters of the association is to be considered for a fine, the board meets at a duly-noticed meeting, reviews the matter, and by majority vote, "levies" a fine if deemed appropriate. Fines are capped at \$100 per day and capped at \$1,000 for continuing violations.
3. After the board levies the fine, the person to be fined is then entitled to a hearing before the fining committee. Written notice to the unit owner must be given at least 14 days in advance of the committee hearing. All three members of the committee must be available in person or via telecommunications for a hearing to be held.
4. If the association does not hear from the party to be fined or the individual does not appear at the hearing, the hearing must still be held.
5. At the hearing, the committee must afford basic due process and allow the accused to be heard, state their case, and challenge evidence against them. The committee must then

approve the fine by majority vote in order for the fine to be imposed. If the committee rejects the fine, the fining matter is over. If the committee approves the fine, payment of a fine is due five (5) days after the date of the committee meeting.

6. The association must provide written notice of the fine or suspension by mail or hand delivery to the unit owner, and if applicable, to any tenant, licensee or invitee of the unit owner.
7. If the person who owes the fine does not pay, the statutes prohibit filing liens. In most cases, a lawsuit in small claim court is the proper venue to collect a fine and the prevailing party should be entitled to attorneys' fees. Fines are "monetary obligations" and can result in the suspension of voting rights and disqualification from serving on the board.

**RULE 18 – POLICY ON LEAKING VEHICLES:** Owners may be liable for repairs to blacktop in their designated parking spaces and, other spaces, should they, their guest or tenants cause damage to the blacktop, from leaking oil or fuels.

## **CAPE COLONY CONDOMINIUM ASSOCIATION, INC.**

### **POLICY AND PROCEDURES FOR REQUESTING REASONABLE ACCOMMODATION(S) FOR A SERVICE/EMOTIONAL SUPPORT ANIMAL**

**Background:** Under the Federal and Florida Fair Housing Acts, an Owner, Tenant or Guest who is disabled/handicapped may request reasonable accommodation(s) to the Association's rules, policies, practices, or services when such accommodations(s) may be necessary because of his/her disability/handicap.

**Objective:** To establish fair policies and procedures for meeting the requirements of state and federal law relating to disabled or handicapped individuals as they pertain to Service/Emotional Support animals in units and the common areas while maintaining the Association's rights.

**Policy:** The Association's governing documents prohibit pets. If an owner/renter/guest wants to have a service/emotional support animal, they must request approval from the Board of Directors. The policy of the Association is to make reasonable accommodations for disabled or handicapped Owners, Tenants and Guests, in accordance with applicable state and federal fair housing laws, to the Rules and Regulations.

#### **Procedure for Making an Accommodation(s) Request:**

Such a request must be made in writing **prior** to bringing an animal on the property to provide the Association with sufficient time to conduct a meaningful review of the request.

The request must include:

1. A statement from a medical professional stating that the requesting party is physically or mentally disabled; explaining which major life activities are substantially impaired; explaining how the animal will ameliorate the effects of the disability; if the request is for a service animal, what service(s) the animal is trained to perform; and whether the condition is temporary or permanent.
2. The statement from the medical professional should also include: the certification or license number of the physician or medical professional; the state of licensure; the medical professional's name, business address, city, state and phone number, signature and the date of the signature.
3. If the requesting party receives Social Security Disability benefits, provide a copy of the summary page with personal information redacted reflecting whether the disability is mental or physical.
4. Additionally, the requesting party should provide the signed acknowledgement form from this document. The signed form and documentation should be delivered or mailed to the Association's management company office with a copy to the Board Of Directors.

#### **Procedure for Reviewing the Request:**

1. Upon receipt of the request form and any documentation supplied by the owner/tenant/guest every effort will be made to have the material reviewed the Association within 30 days of receipt with written notification to the requester of the Board's decision.
2. If additional information is required, the review may take longer, and the requester will be advised in writing.
3. In addition, it may be necessary for the Association's legal counsel to review the documentation submitted, which in turn, may prevent the Association from providing a decision thin 30 days.
4. If the request is approved, any conditions(s) of approval will be provided in writing.
5. If the request is disapproved, the reason will be provided in writing.

**Guidelines as to when medical documentation is required and what type of medical documentation is required:** The Association is entitled to obtain information that is reasonably necessary to evaluate whether a requested accommodation is necessary because of the requesting party's disability/handicap.

1. If a person's disability/handicap is obvious and if the need for the requested accommodation is also apparent, then the Association will not normally request any additional information about the requester's disability/handicap or the related need for the requested accommodation.
2. If the requester's disability/handicap is not obvious, after reviewing the submitted quest form, the Association may request reliable information that is necessary to verify that the requester has a physical or mental impairment that substantially limits one or more major life activities (which is the definition of a "handicap" under the Fair Housing Acts) and an explanation of how the animal ameliorates the effects of the disability. If information concerning the requester's disability/handicap is requested by the Association, he/she must provide information verifying that he/she meets the foregoing definition of "handicap," for example, by submitting proof that he/she is receiving Social Security Disability benefits, or private disability benefits. Information regarding the nexus between the disability and the animal may still be necessary but information concerning the disability will generally not be requested. Absent disability benefits, the requestor's medical professional shall provide verification that the requesting party is disabled/handicapped, provide a description of the major life activities that are substantially impaired, explain the nexus between the animal and the disability/handicap, state whether the condition is temporary or permanent, and provide the credentials of the physician or medical professional providing the statement.
3. If the requester's disability/handicap is obvious, but the need for the accommodation is not apparent, the Association will request information that is necessary to evaluate the disability/handicap-related need/nexus for the requested accommodation. In this case, the Association will request reliable disability/handicap-related information from a medical professional that is necessary to evaluate the disability/handicap-related need for the accommodation (the nexus).

4. The Association will not accept tags, certificates, or any other items purchased on-line or from any other source that purport to “certify” or “register” an animal as an emotion support or service animal. These items can be purchased by answering certain benign questions. The websites contain a disclaimer that none of the information provided by the requesting party is verified. Accordingly, these items are not sufficient to establish that someone is disabled or that an animal is a service or emotional support animal. Likewise, the Association will not accept a medical statement from a medical professional or company that advertises to write these letters after a one-time consultation or test.
5. The medical professional must state whether the disability/handicap is temporary or permanent. To the extent a disability/handicap is not permanent, the Association shall request additional updated medical information as it deems necessary to determine if there is a continued need for the requested accommodation, but not more than once annually.
6. The Association may request advice from legal counsel concerning any Owner’s/Tenant’s/Guest’s request for a reasonable accommodation. The requesting party consents to the disclosure of all documentation in support of the request to the Association’s legal counsel.

**Additional Information:**

An individual’s need for an accommodation may change over time as a result of changes in the individual’s own level of disability/handicap or impairment, treatments available to mitigate a disability/handicap, and/or other circumstances affecting the individual. What qualifies as reasonable in one set of circumstances may not be reasonable or necessary in another. If and when circumstances change, it is your responsibility to notify the Association if you need, or no longer need, a reasonable accommodation.

**Procedure for Maintaining the Service or Emotional Support Animal:**

1. Should a request for a reasonable accommodation to the pet restriction be granted, the Association reserves the right, pursuant to Florida law addressing nuisances and/or safety and health concerns, to withdraw this approval at any time should the emotion support/service animal become a nuisance to, or a threat to the health and safety of, others, which includes, but is not limited to: excessive barking; biting; aggressive behavior (including nipping and lunging); attacking persons or other animals; animal Owner’s/Tenant’s/Guest’s failure to immediately and properly dispose of excrement or waste (so long as the disability permits it); failure to comply with all state and local ordinances and statutes related to the animal (including any required licenses or tags); not maintaining the animal on a maximum, non-retractable six foot hand held leash at all times when outside of the unit so long as the disability permits the use of a leash; insect/extermination problems; sanitation/odor problems; and/or Owner’s/Tenant’s/Guest’s inability to control the animal. If the requesting party is unable to use a leash because of the disability, the handler must have control over the animal by voice control or some other means. This requires the Owner/Tenant/Guest to

ensure that the animal is properly controlled in all elevators and to take extra precautions when confined in such a small space.

2. Additionally, the approval of the animal may be withdrawn if the requesting party is no longer disabled/handicapped.
3. The animal may not be left unattended when outside the unit and may not be tied or tethered to any objects outside. The Owner/Tenant/Guest must maintain complete control over the leashed animal at all times when outside the unit.
4. Should the animal become a nuisance to others, the Owner/Tenant/Guest will be asked to remove the animal from the premises and may be prohibited from bringing the animal back.
5. In the pool area, the animal must be held or remain on the ground under or next to the Owner/Tenant/Guest and under their control at all times. The animal may not roam or wander. No animals are permitted inside the pool.

Further, the Owner/Tenant/Guest is required to provide the Association with:

1. Annual update medical information concerning his/her disability/handicap (if the disability/handicap is not permanent)
2. Current and Annual vaccination, immunization and veterinarian records for the animal
3. A copy of all required Lee County animal tag(s)/license(s).

Failure to comply with any of these requirements is grounds to withdrawal the approval and order removal of the animal. The Owner/Tenant/Guest is solely responsible for any and all damage caused by the animal, whether to person or property.

To clarify, and in addition to those restrictions stated above, should an emotional support animal and/or service animal be approved, the animal must be walked on a non-retractable leash providing no more than six (6) feet of slack and may not be tied or tethered to any object outside. The owner of the animal must immediately pick up and dispose of all animal waste and excrement. Owner/Tenant/Guest is responsible for supplying his/her own waste removal bags. A violation of any of these reasonable restrictions is also grounds for immediate revocation of any approval requiring the immediate and permanent removal of the animal. The Board may amend these policies and procedures as necessary at any time and without notice. While emotional support and service animals are permitted on all parts of the Association property (with the exception of swimming in the pool), the Association requests that the requesting party be courteous of others and avoid area or situations which may cause other Owners/Tenants/Occupants/Guest discomfort or create unsanitary conditions. Animals are not permitted to relieve themselves on the pool deck, sidewalks, parking lot or other hard surfaces in the community. Should this occur, Owner/Tenant/Guest must immediately and thoroughly clean the affected area.

If a support or service animal passes away or is no longer able to perform its intended function(s), the requesting party is permitted to replace the support or service animal so long as the requesting party remains disabled but he/she must notify the Association of replacement of the animal and provide proof of proper vaccinations and all current Lee County tag/license for



the replacement animal and proof of annual vaccinations thereafter. All replacement animals must comply with the reasonable restrictions contained herein.

Often times, there are competing requests for reasonable accommodations that must be balanced. In order to accommodate a person's request to maintain an emotional support/service animal and to accommodate those with animal allergies and/or phobias, further restrictions may be necessary depending upon the circumstances at any given time. You will be notified if any additional restrictions are necessary.

An approval of an emotional support animal and/or service animal is limited to the requesting party and his/her needs. If the requesting party no longer resides in this community, is no longer visiting or temporarily vacates the property, for whatever reason, the emotional support/service animal is not permitted to remain. The approval of an emotional support/service animal does not apply to a residence generally, but rather, is only approved for a particular person. If that person is not in residence, the animal may not be in residence.

All information received by the Association in conjunction with a disabled/handicapped Owner's/Tenant's/Guest's request for reasonable accommodation will be kept confidential in compliance with Florida Statute section 718.111(12)(c)(3)(d). If any other tenant or owner inquires as to why a special accommodation appears to have been made, the Association representative's response will be: "a reasonable accommodation has been granted as a matter of Florida and Federal law" or words of similar import. No additional information will be provided regarding the nature of the disability/handicap.

**Acknowledgement:**

I have received and read a copy of the Policies and Procedures for Disabled/Handicapped Owner, Tenant, or Guest to Request a Reasonable Accommodation and I agree to abide by the policies and procedures stated therein. I bear full responsibility for the service/support animal and for damage caused by the animal, whether to person or property, whatsoever arising from owning or keeping a service/support animal in the home.

\_\_\_\_\_  
Requesting Party's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Requesting Party

\_\_\_\_\_  
Address