

**AMBERLY VILLAGE CONDOMINIUM ASSOCIATION, INC.**

c/o Sandcastle Community Management  
9150 Galleria Court Suite 201  
Naples, Florida 34109  
Phone (239) 596-7200 Fax (239) 593-4812

**APPLICATION FOR OWNERSHIP**

*Note: Please submit this application twenty (20) days prior to closing to allow for processing time.  
Approval must be received prior to closing.*

Date: \_\_\_\_\_ Estimated Closing Date: \_\_\_\_\_

**Property we wish to purchase in AMBERLY VILLAGE:**

Name of Current Owner: \_\_\_\_\_

Property Address: \_\_\_\_\_

\_\_\_\_\_ **INITIAL HERE I/(We) consent to your further inquiry concerning this application particularly of the references given below, including a credit/background check.**

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

Full Name of Buyer: \_\_\_\_\_ SSN#: \_\_\_\_\_ DOB: \_\_\_\_\_

Full Name of Spouse or co applicant: \_\_\_\_\_ SSN#: \_\_\_\_\_ DOB: \_\_\_\_\_

Present Address: \_\_\_\_\_

Phone: (home) \_\_\_\_\_ (cell) \_\_\_\_\_

Email: \_\_\_\_\_

Auto: Make: \_\_\_\_\_ Model: \_\_\_\_\_ Plate# \_\_\_\_\_

Auto: Make: \_\_\_\_\_ Model: \_\_\_\_\_ Plate# \_\_\_\_\_

Please state the name, relationship and age of all other persons who will be occupying the unit regularly

Name	Relationship	Age
_____	_____	_____
_____	_____	_____

In whose name will the DEED be recorded: \_\_\_\_\_

**Please list your mailing address, phone and email for all correspondence dealing with this Association**

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phones: Home \_\_\_\_\_ Cell \_\_\_\_\_ E-mail \_\_\_\_\_

**REFERENCES:**

We must have complete addresses

Name: \_\_\_\_\_ Address: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Amberly Village Condominium Association reserves the right to refuse any applicant for just cause. Closing shall **NOT** take place before a Certificate of Approval has been issued by Amberly Village, as per the Protective Covenants.

Seller will transfer Covenants and By-Laws to buyer(s). Buyer(s) agree to submit a copy of the **executed sales contract** and to pay a non-refundable \$100.00 fee in connection with the sale to cover administrative expenses in regards to the approval process. I agree to submit the fee payable to: Amberly Village Condominium Association with this application.

We understand as buyers (or Agent of buyers) and agree that prior to any closing by us of the aforementioned property, all violations thereon shall be rectified before sale and said property shall be in strict compliance with said Covenants, By-Laws and Rules and Regulations.

We further understand that, if ownership is other than husband and wife, the Board is required to condition its approval upon the designation of one approved natural person as the "primary occupant" also that we must furnish a copy of the recorded deed to the Association.

Name of Closing Agent or Attorney: \_\_\_\_\_

Phone: \_\_\_\_\_ Address: \_\_\_\_\_

**CERTIFICATE OF AGREEMENT TO COMPLY**

We, the undersigned, buyers (or Agent of buyers) of the property in Amberly Village indicated above do hereby state that we have received and agree to be bound by the Declaration of Condominium, Conditions and Restrictions, By-Laws, Articles of Incorporation and Rules of Amberly Village Condominium Association, Inc.

BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_

BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_

\*\*\*\*\*

[ ] APPROVED [ ] DISAPPROVED

\_\_\_\_\_  
Directors Signature

\_\_\_\_\_  
Date

\*\*\*\*\*

***NO APPLICATION WILL BE APPROVED UNLESS COMPLETLEY FILLED OUT***

***Note: Buyer(s) should contact Royal Wood Master Association (239) 774-2213 to arrange for the transfer of golf privileges.***

***AMBERLY VILLAGE  
CONDOMINIUM ASSOCIATION, INC***

**Rules and Regulations**

*January 2005*

# ***AMBERLY VILLAGE CONDOMINIUM ASSOCIATION, INC***

## **Rules and Regulations**

*January 2005*

The unit owners shall at all times obey all Rules and Regulations and shall use their best efforts to see that Rules and Regulations are observed by family, guests, invitees, servants, lessees and persons over whom they exercise control and supervision.

Please be advised that the following Rules and Regulations are not all inclusive, and all persons must comply with the Condominium Documents as registered with Collier County, Florida and the State of Florida.

### **THE AMENDED RULES AND REGULATIONS ARE:**

#### **1. BUILDING APPEARANCE AND MAINTENANCE**

- A. The streets, sidewalks, walkways and stairs must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the units, nor shall carriages, toys, bicycles, wagons, shopping carts, hanging plants, benches or any other object of a similar type be left therein or thereon.
- B. No sign, advertisement, notice or similar material shall be exhibited, displayed, inscribed, painted or affixed in or upon any part of the units, limited common elements or common elements by any unit owner, occupant or other persons without prior written approval from the Board of Directors or designated party approved by the Board.
  - 1. "Open House" signs are permitted on Saturdays and Sundays and holidays during periods when the condo has someone in attendance.
- C. No flammable, combustible or explosive fluid, chemical or substance shall be kept in any unit or common element, except those necessary or suited for normal household use.
- D. Unit owners, residents, their families, guests, servants, employees, agents or visitors shall not at any time or for any reason whatsoever enter upon the roofs of the buildings.
- E. Personal property of unit owners shall not be stored outside their units. Unit owners may keep normal porch furniture on their lanais.
- F. No garbage cans, supplies, containers or other articles shall be placed in or on the walkways, hallways, entry ways and balconies, nor shall any linens, towels, cloths, rugs, clothing, curtains, mops or laundry of any kind or other articles be shaken or hung from any of the windows, doors, walkways, balconies or entry ways or exposed on any part of the limited common elements or the common elements; and the limited common elements and the common elements shall be kept free and clear of refuse, debris and other unsightly material.

- G. Refuse and garbage shall be deposited only in the areas provided for that purpose. All garbage must be bagged in plastic refuse bags and cardboard boxes must be broken down to conserve space. Call for any special pick-ups needed and Please Recycle.
- H. No unit owner shall allow anything whatsoever to fall from the windows, walkways, balconies, entry ways or doors of the premises, nor shall he sweep or throw from his unit any dirt or other substance outside of his unit or on the limited common elements or common elements of the condominium.
- I. No unit shall make or permit any disturbing noises by himself his family, servants, employees, agents, visitors or lessees, nor do or permit anything by any such persons that will interfere with the rights, comforts or convenience of other unit owners. No unit owner shall play or permit to be operated a phonograph, television, radio or musical instrument in such a manner as to unreasonably disturb or annoy other occupants of the condominium.
- J. Open flame cooking or barbecuing is permitted with the use of the designated Amberly Village grill.
- K. All exterior lighting shall be accomplished in accordance with a lighting plan approved by the Amberly Village Board of Directors and the Architectural Review Committee (ARC).
- L. Wall or window air conditioners and heating units are not permitted in any owner's unit.
- M. A flagpole for the display of the flag of the United States of America only may be permitted if its design and location are first approved by the ARC, Collier County and the Amberly Village Board of Directors.
- N. Unit owners are specifically cautioned that their right to make any addition, change, alteration or decoration to the exterior appearance of any portion of the condominium is subject to the provisions of the Declaration of Condominium Document and prior written approval must be obtained from the Board of Directors and the ARC.
- O. No notices are to be put on the mail box bulletin board without prior approval of the Board of Directors or person appointed by the Board and must be removed by the responsible party upon expiration of same or as directed by the Board.
- P. Any alteration to a Limited Common Element must have the prior written approval of the Board of Directors. This includes any change in the lanai floor coverings.

## **2. COLORS**

- A. No exterior colors on any structure shall be permitted that, in the judgment of the Board of Directors and the ARC, would be incongruous with Royal Wood or the other properties of Amberly Village. The initial exterior colors are the only approved

colors allowed.

- B. The wall colors of the lanais shall be the same as the exterior color of the building, or as selected by Board of Directors and ARC.
- C. All decorative colors for approved hurricane shutters and window dressing must be *white or off-white only*.

### **3. PARKING, OTHER VEHICLES AND RESTRICTIONS**

- A. No commercial vehicle of any kind shall be parked in Amberly Village for a period of more than four (4) hours per day, unless such vehicle is necessary in the actual maintenance or maintenance of public utilities. The parking of trucks no larger than pick-up trucks and vans will be permitted if the following requirements are met:
  - 1. The vehicle will be used for personal, non-business use only.
  - 2. All vans must have windows on both side panels and seating capacity throughout.
  - 3. No tools, equipment, merchandise, materials or supplies may be kept or stored in the van or pick-up truck.
- B. No boat, trailers of any kind, camper, mobile home, motor home or disabled vehicle shall be permitted to be parked or stored in Amberly Village.
- C. No vehicles shall be parked anywhere but on paved areas intended for that purpose. Parking in roadways, on lawns or landscape areas is prohibited.
- D. No golf carts, motorcycles, motor scooters, motorized bicycles, mopeds or other like vehicles shall be allowed on any Amberly property.
- E. Because there is limited parking available each owner is permitted to keep only two motor vehicles in the Amberly Complex. However, owners who have or want a third vehicle registered at their Amberly address must show good cause and obtain written approval from the Board of Directors.
- F. No repairs or maintenance of vehicles may be performed on Amberly Village property, except emergency repairs.

### **4. PETS AND ANIMALS**

- A. OWNERS may have pets subject to the following: Tenants and guests *may not* have Pets-
  - 1. Commonly accepted household pets such as dogs, cats, fish and birds may be kept by owner's only in units subject to a limitation of one cat or small dog, twenty (20) pounds each or a combination thereof. Cats and dogs must be leashed or carried

under the owner's arm at all times while on the condominium property outside of the unit. The Board of Directors may restrict the walking of pets to certain areas.

**2. Owners, when walking their pets, must clean up after them.**

3. No pets of any kind are permitted in the unit when the owner is not in residence. No reptile, amphibians or livestock may be kept in the condominium.
4. No pets are allowed unattended outside an owner's unit or unattended on lanais, balconies, walkways, garages and the spa and pool area. (No pets are permitted in leased units.)
5. The ability to keep pets is a privilege, not a right, and the Board of Directors is empowered to order and enforce the removal of any pet which becomes a source of unreasonable annoyance to other residents of the Condominium.

**B. TENANTS AND GUESTS *MAY NOT HAVE* PETS.**

**5. NEGLIGENCE: DAMAGE CAUSED BY CONDITION IN UNITS**

- A. Each unit owner shall be liable to the Amberly Village Association for the expenses of any maintenance, repair or replacement made necessary by his family or his guests, employees, agents, employees or lessees. If any condition, defect or malfunction existing within a unit, whether caused by the **owner's negligence or otherwise, shall cause damage to the common elements or to other units, the owner of the offending unit shall be liable to the person or entity responsible for repairing the damaged areas for all cost or repair or replacement not paid by insurance.** If one or more of the units involved is not occupied at the time the damage is discovered, the Amberly Village Association may enter the unit without prior notice to the owner and take reasonable actions to mitigate damage or prevent its spread. The Amberly Village Association may, but is not obligated to, repair the damage with the prior consent of the owner.

**6. AMBERLY VILLAGE ASSOCIATION ACCESS TO UNITS**

- A. The Association has an irrevocable right of access to the units for the purposes of protecting, maintaining, repairing and replacing the common elements and any other permitted by law. The Association's right of access includes, without limitation, entry for pest control and preventive maintenance of safety equipment such as smoke alarms as well as the right, but not the duty, to enter under circumstances where the health and safety of others may be endangered. The exercise of the Association's access rights shall be accomplished with due respect for the occupant's rights to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the occupant's property.

The Association will retain a key to all units. No person shall alter any lock, nor install a new lock, to prevent access when the unit is occupied unless the prior written consent of the Board of Directors is obtained. Where such consent is given, the unit owner shall provide the Association with a key.

- C. Any unit owner who plans to be absent from his unit for an extended period of time must prepare his unit to his departure in the following manner:
  - 1. By removing all furniture, plants and other objects from around the outside of the unit.
  - 2. By designating a responsible caretaker to care for his unit should his unit suffer any damage caused by storms, hurricanes, winds or other violent acts of nature. The Amberly Village Manager and the Association shall be provided with the name of each unit owner's aforesaid designated caretaker.

## **7. OTHER USE RESTRICTIONS**

- A. Each unit shall at all times be occupied only by a single family, its servants and guests, as a residence and for no other purpose.
- B. If the owner and members of his family who permanently reside with him are not in residence, and the unit has not been leased, the owner may permit his unit to be occupied by his guests only in accordance with the following manner.
- C. There are no restrictions on the number of guests, owner must be present unless unit is a registered rental.
  - 1). There is no age restriction for owner/occupants of units or family members permanently residing with owner/occupants or lessees; however, all occupants under eighteen (18) years of age, whether owners or lessees, shall be closely supervised at all times by an adult to ensure that they do not become a source of annoyance to other residents.

## **8. LEASING OF UNITS**

- A. All leases of units must be in writing. A unit owner may lease only his entire unit, then only in accordance with Section Thirteen (13) of the Amberly Village Declaration Pages 17, as shown in Exhibit I of the Condominium Documents. Our Property Manager will assist owners in the processing of necessary paperwork. Please allow a minimum of thirty (30) days for handling paperwork.

## **9. SWIMMING AND SPA FACILITIES**

***We Do Not have a pool attendant It is your responsibility to return your chair/lounges to the upright position.***

- A. Swim at your own risk: no lifeguard is provided.
- B. The pool and spa are for the exclusive use of owners, guests and lessees.



- C. The spa is a therapeutic bath, "*not a kiddie pool*," swimming, jumping, toys, oils and lotions are prohibited in the spa. Spas elevate a child's blood pressure rapidly and is considered a health risk.
- 1). All users must shower before entering the pool or spa. Please do not use soap as it tends to create "suds" in the spa and pool.
- E. Appropriate dress must be worn in the pool and spa. Shorts, cut-offs and similar non-bathing attire are prohibited.
- F. Suntan lotion is permitted; oils are prohibited in the pool area.
- G. No food is allowed at the pool and spa. No glass drinking vessels or glass bottles are allowed in the pool area at any time unless prior approval from the Amberly Board of Directors for a special function.
- H. Children under the age of twelve (12) are not allowed in the spa and must be accompanied by a responsible adult in the pool area.
- I. People who are incontinent are not permitted in the pool or spa.
- J. Radios, tape players, etc. are limited to ear phone type reception. The only exception is for special functions, which are approved by the Amberly Board of Directors.
- K. Chairs and lounges are not to be removed from the pool area, when using chairs or lounges at the pool please return to an orderly fashion along the fence line.
- L. When using chairs and lounges, please cover with a beach towel.
- M. Pool furniture may not be reserved by placing personal items on tables, chairs and lounges while users are absent from the pool and spa area.
- N. No running, jumping, horseplay, ball playing, Marco Polo, throwing Frisbees or other activity is permitted in the pool and spa area.
- O. No rocks, money, toys or hard objects are to be thrown in the pool or spa.
- P. Floats are only permitted in the pool if no one else is using the pool.
- Q. The pool and spa hours are posted as are the Rules and Regulations. Please take time to read and comply to them.
- R. Persons with open cuts, sores, colds or contagious illnesses, etc. are not permitted in the pool or spa.
- S. The resident pool supervisor has complete control over the use of the pool and spa and may order anyone from the pool who, in his sole opinion, is a danger or nuisance to other users.
- T. For safety reasons the resident pool supervisor may limit the number of occupants in the pool or spa.

V. In the absence of the resident pool supervisor, any Board Director or owner may act in the same capacity.

## **10. TENNIS FACILITIES**

- A. Tennis shoes must be worn at all times on the tennis court surface.
- B. No roller skating, rollerblading, skate boarding, bicycle riding or game playing of any type other than tennis is permitted on the tennis court.
- C. Use of the tennis court is limited to owners, guests and lessees.
- D. All tennis players must return broom and squeegee to hanger when not in use.
- E. All tennis players must observe a one hour playing limit if others are waiting to play.

## **11. ACTION FOR VIOLATORS:**

- A. If an owner, guest or lessee violates any of the Rules and Regulations and after notification from the Board of Directors the violator fails to cure such violation within a time frame established by the Directors, the Board may impose a fine up to twenty five (\$25.00) dollars a day for each violation and/or suspend recreational privileges to the unit involved. If legal action is necessary to resolve the violations, all legal expenses will be paid by the unit owner.
- B. Chronic violators may have unit privileges suspended until the Board of Directors is convinced that the violators will cease not following the Rules and Regulations set forth in this Exhibit.

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