#### CRANBROOK COLONY CONDOMINIUM ASSOCIATION, INC.

c/o Sandcastle Community Management 9150 Galleria Court, Suite 201 Naples, FL 34109 Tel: (239) 596-7200 Fax: (239) 254-4722

#### **APPLICATION FOR LEASE**

Date:	Date Received:
Property we wish to lease in CRANI	BROOK COLONY CONDOMINIUM ASSOCIATION:
Name of Owner:	
Unit Address:	
Date of Lease: FROM:(\)	TO: TO:
PLEASE TYPE OR PRIN	T LEGIBLY THE FOLLOWING INFORMATION:
Full Name of Applicant:	
SS#	DOB
Full Name of Spouse:	
SS#	DOB
Present Address:	
	(work)
Auto: Make:	Model: Plate #
Please state the name, relationship regularly.	and age of all other persons who will be occupying the unit
Name	Relationship Age
REF ERENCES We i	must have complete addresses.
	Address: Phone:
	A 11
Name:City/State:	Zip: Phone:

Cranbrook Colony Condominium Association reserves the right to refuse any applicant for just cause. Occupancy shall NOT take place before the Board of Directors has approved a completed application.

I/We, the undersigned, tenants of property indicated above in Cranbrook Colony, do hereby agree to be bound by the Declaration of Protective Covenants, Conditions and Restrictions, By-Laws, Articles of Incorporation and Rules of Cranbrook Colony Condominium Association.

I/We understand and agree that the Association, in the event it approves an application, is authorized to act as the owner's agent, with full power and authority to take whatever action may be required, including eviction, to prevent violations by lessees and their guests, of provisions of the Documents and the Rules and Regulations of the Association.

Enclosed is a NONREFUNDABLE \$100.00 check with this application and <u>an executed copy</u> of the lease. (Make the check payable to Cranbrook Colony Condominium Association.)

Below are some of the Cranbrook Colony Rules and Regulations. This contains very important information, so be sure to read and understand it. I/We have received a copy of Cranbrook's Rules and Regulations and agree to abide by them.

In order to facilitate consideration of this application, I/We represent that the following information is true and correct, and agree that any misrepresentation of the facts in this application will justify its automatic rejection. I/We consent to further inquiry concerning this application, including a background check.

APPLICANT:	APPLICANT:
DATE:	DATE:
***********	**********
] APPROVED [] DISAPPROVED	
DIRECTOR'S SIGNATURE	DATE
**********************	**********

### NO APPLICATION WILL BE APPROVED UNLESS COMPLETELY FILLED OUT

#### SOME IMPORTANT RULES & REGULATIONS:

- 1. No pets of any kind are allowed by tenants or guests.
- 2. Parking allowed in designated areas only.
- No boats, trailers of any kind, camper, mobile homes, motor homes or disabled vehicles shall be parked or stored in Cranbrook Colony.
- No motorcycles, motor scooters, motorized bicycles, mopeds or other like vehicles shall be allowed on Cranbrook property.
- 5. Only two vehicles allowed per unit.
- 6. Familiarize yourself with posted pool rules.



### ROYAL WOOD TENANT APPLICATION FOR GOLF PRIVILEGES

Legibly

## THIS SECTION TO BE COMPLETED BY OWNER(S): Please Print

Association Name:	Administration Box, Please do not Write below
Royal Wood Address:	
Unit Phone No.: Member No	1. Application 2. Fee 3. Approval
Owner (per Recorded Deed):	4. Id. Cards 5. Bag Tag
Primary Occupant(s) (member)	6. A/R 7. A/P 8. Tracking
Signed/	Tenant #
(Owner / Primary Occupant) Date	
THIS SECTION TO BE COMPLETED BY TENANT(S): Please Print Legi Tenant Name: Tenant Name:	
Tenant's Northern Address:	
Street City State Zip	-
Phone Cell Phone Email	_
Start date of Lease End date of Lease	
Tenants may check in a maximum of 3 days in advance of start date of lease Mondays thru Friday by appointment. applying for golf course use status as a "family", I have read and agree to abide by the membership definitions, terms a conditions established by the Royal Wood Golf and Country Club. The Board of Directors shall have the right to deter eligibility of family membership in accordance with the Declarations and By-Laws, and to revoke privileges should eligibility not meet those provisions. I have received a copy of the Membership Definitions and Procedures. The Appl claiming family eligibility of a dependent shall furnish whatever documentation including Social Security number, to substantiate the claimed eligibility. Refusal or failure to furnish such documentation, when requested, shall result in de the application. I authorize the Royal Wood Golf and Country Club to conduct appropriate inquiry on any element on a application. I certify that the above information is correct and I will inform the Association of any change.	and rmine icant nial of
Signed / / Signed / / Date (Tenant) Date	
Neighborhood Association President Approved Date/	
	$\neg$
Check #	
Charge r/c 376 \$ Date: Credit r/c 375 \$ Date:	
Royal Wood Master Board Action Approved Date/	<b>_</b>

# **Cranbrook Colony Condominium Association**

## **Leasing Checklist**

1.	Completed Lease Application	
2.	Copy of signed Lease Agreement	
3.	Include \$100 application fee payable to <b>Cranbrook Colony Condominium Association.</b>	
Please subm	sit all documents to the Board of Directors in care of: Sandcastle Community Management 9150 Galleria Court, Suite 201 Naples, FL 34109	
	te applications must be submitted at least 30 days prior to the lease nly complete applications will be processed.	
	ntact Royal Wood Golf & Country Club at 239-774-2213 for and fee for golf privileges.	
Thank you,		
Sandcastle Community Management		

# CRANBROOK COLONY CONDOMINIUM ASSOCIATION, INC.

Rules and Regulations

Revised 2004, 2006, 2011

#### CRANBROOK COLONY CONDOMINIUM ASSOCIATION. INC.

#### Rules and Regulations

The Rules and Regulations for *Cranbrook Colony*, hereafter enumerated as to the Association's properties, condominium property, the limited common elements and the units are hereby amended in their entirety by the Board of Directors of *Cranbrook Colony* and shall be binding upon all unit owners. The unit owners shall at all times obey all said Rules and Regulations and shall use their best efforts to see that these 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:

#### A. BUILDING APPEARANCE AND MAINTENANCE

- 1. 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, benches or any other object of a similar type be left therein or thereon; however, flowering plants, small white tables and/or chairs are permitted on the walkways, only if they do not reduce the unobstructed width of the walkway to less than thirty-six (36) inches. Plant life may not exceed thirty-six (36) inches in height. Securely fastened over-the-railing white planter boxes are permitted if they do not exceed thirty (30) by eight (8) inches or hang over the walkway of the lower unit. Any plants, in the sole opinion of the Board, not properly maintained can be ordered removed by the Board.
- 2. 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. Unit number on entry door should not be obstructed from view.
- "Open House" signs are permitted on Saturdays and Sundays and holidays during periods when the condo has someone in attendance.
- No inflammable, 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.

- 5. No garage sale, estate sale, flea market, auction, or similar event shall be held without prior written approval of the Board of Directors.
- 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.
- 7. Personal property of unit owners shall not be stored outside their units. Unit owners may keep normal porch furniture on their lanais.
- 8. 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, 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.
- Refuse, garbage and recyclables 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.
- 10. 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.
- 11. 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, CD players, iPods, televisions, radio or musical instruments in such a manner as to unreasonably disturb or annoy other occupants of the condominium.
- 12. Open flame cooking or barbecuing is not permitted in Cranbrook Colony except:
  - A barbecue is allowed but must be situated at least five (5) feet in front of the vehicle garage door.
  - The bottom of the fire pot must be at least twenty four (24) inches above the asphalt surface.
  - The barbecue and related materials must be stored inside the garage.
  - A barbecue area may be designated adjacent to the pool storage building.
- 13. All exterior lighting shall be accomplished in accordance with a lighting plan approved by the Cranbrook Board of Directors and the Architectural Review Committee (ARC).
- 14. Wall or window air conditioners and heating units shall not be permitted in any owner's unit or garage.
- 15. 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 and the *Cranbrook Colony* Board of Directors.

- 16. 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.
- 17. 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. Personal notices may be placed on the pool storage building bulletin board. The mailbox bulletin boards can only be used for items announcing *Cranbrook Colony* or *Royal Wood* activities. Personal notices are not permitted.
- 18. 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 or overhead garage storage areas.

#### B. COLORS

- No exterior colors on any structure shall be permitted that, in the judgment of the Board of Directors and the ARC, would be inharmonious or discordant or incongruous with *Royal Wood* or the other properties of *Cranbrook Colony*. The current exterior colors are the only approved colors allowed.
- 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.
- All decorative colors for approved hurricane shutters and window dressing must be white or off-white only.

#### C. PARKING, GARAGES, OTHER VEHICLES AND RESTRICTIONS

- 1. No commercial vehicle of any kind shall be parked in *Cranbrook Colony* for a period of more than four (4) hours per day, unless such vehicle is necessary in the actual maintenance of the property or maintenance of public utilities, or unless such vehicle is fully enclosed inside a structure. The parking of trucks no larger than pick-up trucks and vans will be permitted if the following requirements are met:
  - a) The vehicle will be used for personal, non-business use only.
  - All vans must have windows on both side panels and seating capacity throughout.
  - No tools, equipment, merchandise, materials or supplies may be kept or stored in the van or pick-up truck.
- 2. No boat, trailers of any kind, camper, mobile home, motor home or disabled vehicle shall be permitted to be parked or stored in *Cranbrook Colony*.
- 3. No vehicles shall be parked anywhere but on paved areas intended for that purpose. Parking in roadways, on lawns or landscaped areas is prohibited.
- No golf carts, motorcycles, motor scooters, motorized bicycles, mopeds or other like vehicles shall be allowed on any Cranbrook property.
- 5. Because there is limited parking available, each owner is permitted to keep only two

- motor vehicles in the Cranbrook complex. However, owners who have or want a third vehicle registered at their Cranbrook address must show good cause and obtain written approval from the Board of Directors.
- No repairs or maintenance of vehicles may be performed on Cranbrook Colony property, except emergency repairs.
- 7. Each parking garage is designed for the parking of permitted motor vehicles. Storage of any objects in a parking garage that prevent the parking garage's use for parking a motor vehicle is prohibited. A second parking space for each unit is designed as the space for one vehicle in front of the garage door. The unattended operation of any continuous or automatic appliance, equipment or device shall not be permitted in garage areas without the prior written consent of the Board of Directors.
- 8. Car washing is permitted in the space in the front of each owner's garage door. If a hose is used, it must have a shut-off device at the discharge end to conserve water.
- 9. Charging or re-charging of electric cars is prohibited throughout *Cranbrook Colony*.
- 10. Garage overhead doors should remain closed when garage is not in use.

#### D. PETS AND ANIMALS

Tenants and guests *may not* have pets. Owners may have pets subject to the following:

- Commonly accepted household pets such as dogs, cats, fish and birds may be kept by
  owners in units subject to a limitation of one cat or small dog, twenty-five (25) pound
  limit for each pet. 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. This includes lanais, balconies, walkways, and garages. No pets allowed in the spa and pool area. Also no pets allowed 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.

#### E. NEGLIGENCE: DAMAGE CAUSED BY CONDITION IN UNITS

1. Each unit owner shall be liable to the Cranbrook Colony Association for the expenses of any maintenance, repair or replacement made necessary by his family or his guests, employees, agents, 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 costs or repairs or replacements not paid by insurance including affected unit owner's insurance deductible. If one or more of the units involved is not occupied at the time the damage is discovered, the Cranbrook Colony Association may enter the unit

- without prior notice to the owner and take reasonable actions to mitigate damage or prevent its spread. The *Cranbrook Colony Association* may, but is not obligated to, repair the damage with the prior consent of the owner.
- 2. If you change or have changed the locks on your condo and garage, you must give a duplicate key to our Property Manager. This key will be used in case of an emergency or a service that has to be performed. It is not an emergency if you lock yourself out of your condo. It would not be fair to ask our Property Manager to drive to the office to pick-up the key then drive to *Royal Wood*, turn the key in your lock and make the return trip. The solution for a lockout is to have a spare key in the garage and one with a neighbor.

#### F. CRANBROOK COLONY ASSOCIATION ACCESS TO UNITS

- 1. 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.
- 2. 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.
- 3. Any unit owner who plans to be absent from his unit for an extended period of time must prepare his unit prior to his departure in the following manner:
  - Shutting off main water line in owner's unit. In addition, humidistat should be properly set.
  - By removing all furniture, plants and other objects from around the outside of the unit.
  - 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 Cranbrook Colony Manager and the Association shall be provided with the name of each unit owner's aforesaid designated caretaker.

#### G. OTHER USE RESTRICTIONS

- 1. 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.
- 2. 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:
  - a) Any one person related to a unit owner within the first degree by blood, adoption or marriage, and that person's spouse and members of that person's family with

the first degree of blood or adoption, are permitted to occupy the unit owner's apartment in the absence of the owner for a period not to exceed thirty (30) days. The number of occasions for this type of guest occupancy in any unit shall be limited to four (4) times in any twelve (12) month period.

- b) House guests not included within Item G (2a) are permitted for only one (1) family occupancy in the owner's absence and, only with the proviso that the family consists of no more than four (4) persons. Such guests may stay only two (2) weeks and the number of occasions for this type of guest occupancy in any unit shall be limited to three (3) times in any calendar year.
- c) The Board of Directors may require all guests that fall under Item G (2a & b) be registered in advance with the Property Manager.
- d) There are no restrictions on the number of guests, whether related or unrelated to the owner, who may be present in the unit in the presence of the unit owner.
- e) 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.

#### H. LEASING OF UNITS

- 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 *Cranbrook Colony* Declarations, Pages 19, 20 and 21, 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.
- Any rentals to the same lessee covering noncontiguous rental periods in the 12-month period between June 1 and May 31 of the following year will be considered as two leases for application purposes.

#### I. SWIMMING AND SPA FACILITIES

- 1. Swim at your own risk: no lifeguard is provided.
- 2. No running, jumping, diving, horseplay, ball playing, throwing Frisbees or other unsafe activity is permitted in the pool and spa area.
- 3. The pool and spa are for the exclusive use of owners, guests and lessees.
- 4. The spa is a therapeutic bath, "not a kiddy pool," swimming, jumping, toys, oils and lotions are prohibited in the spa.
- 5. 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.
- Appropriate dress must be worn in the pool and spa. Shorts, cut-offs and similar nonbathing attire are prohibited.
- 7. Suntan lotion is permitted; oils are prohibited in the pool area.

- 8. No food or beverages are allowed in or around the pool and spa. No glass drinking vessels or glass bottles are allowed in the pool area at any time. Glass cookware used for food containers may be used for special social functions authorized by the Cranbrook Board of Directors. These glass food containers must be located at least five (5) feet from the edge of the pool.
- 9. No eating, drinking or smoking is permitted in or near the pool or spa. A designated smoking area outside of the pool fence has been provided.
- 10. 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.
- 11. Children not toilet trained or of diaper age are permitted in the pool provided they wear a child's "swimmer" diaper.
- 12. Radios, tape players, etc. are limited to ear phone type reception. The only exception is for special functions.
- 13. Chairs and lounges are not to be removed from the pool area.
- 14. Before using chairs and lounges, it is requested they be covered with a beach towel.
- 15. 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.
- 16. No rocks, money, toys or hard objects are to be thrown in the pool or spa.
- 17. Floats are only permitted in the pool if no one else is using the pool.
- 18. The pool and spa hours are posted.
- 19. Persons with open cuts, sores, colds or contagious illnesses, etc. are not permitted in the pool or spa.
- 20. The resident pool supervisor
  - a) Has complete control over the use of the pool and spa and may order anyone from the pool who, in his opinion, is a danger or nuisance to other users.
  - b) May limit, for safety reasons, the number of occupants in the pool or spa.
- 21. In the absence of the resident pool supervisor, any Board Director may act in the same capacity. A list of Board of Directors and building monitors is posted on the mail box bulletin boards.
- 22. Please restrict cell phone use to the outside of fenced area.

#### J. TENNIS FACILITIES

- 1. Tennis shoes must be worn at all times on the tennis court surface.
- 2. No roller skating, rollerblading, skate boarding, bicycle riding or game playing of any type other than tennis is permitted on the tennis court.
- 3. Use of the tennis court is limited to owners, guests and lessees.

- 4. All tennis players must return broom and squeegee to hanger when not in use.
- 5. All tennis players must observe a one hour playing limit if others are waiting to play.

#### K. BOCCE

- 1. The bocce Court is for *Bocce Only*.
- 2. Other activities on the Bocce Court are prohibited (children playing, bike riding, throwing Bocce balls at back boards, etc.).
- 3. Use of the Bocce Court is limited to owners, guests and tenants.
- 4. Bocce balls are restricted to use on the Bocce Court only and should be returned to the container at the conclusion of play.

#### L. ACTION FOR VIOLATORS

- 1. 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 one hundred dollars (\$100.00) 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.
- 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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