

**TORREY PINES AT PELICAN SOUND
NEIGHBORHOOD ASSOCIATION, INC.
C/O Sandcastle Property Management
16266 San Carlos Blvd., Suite 10
Fort Myers, Florida 33908**

APPLICATION FOR APPROVAL TO
PURCHASE OR LEASE

DATE: _____ ADDRESS: _____

UNIT OWNER: _____

NORTHERN ADDRESS: _____ PHONE # _____

EMAIL: _____ CELL PHONE # _____

() I (We) hereby apply for approval to purchase the above unit and for membership in the Neighborhood Association. A copy of the proposed sales contract is attached.

() I (We) hereby apply for approval to lease the above unit for the period beginning _____ and ending _____. A copy of the lease is attached.

(PLEASE CHECK APPROPRIATE BOX)

In order to facilitate consideration of this application, I (We) represent that any falsification or misrepresentation of the facts in this application will justify its automatic rejection. I (We) consent to your further inquiry concerning this application, particularly of the references given below.

PLEASE TYPE OR PRINT LEGIBLY THE FOLLOWING INFORMATION:

1. Full name(s) of applicant(s): _____

2. Full name(s) of applicant's (spouse) if not listed above:

3. Home address: _____

Unit Address: _____

4. Local Phone: _____

Northern Address: _____

Northern Phone: _____

Cell Phone: _____

5. Email Addresses: _____

6. Nature of Business or Profession of all applicants listed above. (If retired, former business or profession).

7. Company or Firm Name: _____ Position Occupied: _____

8. Business Address: _____

9. The documents for the above-referenced Association provide an obligation of owners that all units are for single family residence use only. Please state the name, relationship, age and occupation of all persons who will be occupying the unit

NAME	RELATIONSHIP	AGE	OCCUPATION

10. Three personal references (local if possible). Please attach letters to this application.

Name _____ Address _____

City/State _____ Zip _____ Phone # _____

Name _____ Address _____

City/State _____ Zip _____ Phone # _____

Name _____ Address _____

City/State _____ Zip _____ Phone # _____

11. BANK REFERENCES: _____

12. Person to be notified in case of emergency _____

Address: _____ Phone# _____

13. Prior Home Address _____ How Long _____

14. Make of car(s) _____ Year _____ State/Tag _____

RENTAL TAG # _____

15. If this transaction is a sale: I am purchasing this unit with the intention to () RESIDE HERE ON A FULL TIME BASIS; () RESIDE HERE PART TIME; () LEASE THE UNIT. Please check the box which applies. I/we will provide the Association with a copy of our recorded deed within ten days after closing.

16. I am aware of and agree to abide by the Declaration of Torrey Pines Neighborhood Association, the Articles of Incorporation, Bylaws and any and all properly promulgated Rules and Regulations in effect within the terms of my occupancy or (ownership). I acknowledge all of these documents are recorded in the Public Records of Lee County, Florida.

17. I understand, agree and authorize that the Association or its agents, in the event it approved a lease 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 provides to the Declaration of Torrey Pines Association and the Association's Bylaws, the Florida Homeowners Act and the Rules and Regulations of the Association.

18. I agree to pay a \$100 nonrefundable fee in connection with the transfer, sale, or lease, to cover administrative expenses in regards to the approval process. Please attach \$100 application fee payable to TORREY PINES NEIGHBORHOOD ASSOCIATION.

Applicant Date Applicant Date

() Application Approved () Application Not Approved

By: _____ Date: _____
Officer's Signature

HAVE YOU ATTACHED Signed Application _____ Application Fee _____
Lease/Sales Contract _____ Signed Rules & Regulations, _____
3 reference letters _____

Please return to: Sandcastle Property Management
16266 San Carlos Blvd., Suite 10
Fort Myers, FL 33908

PELICAN SOUND GOLF & RIVER CLUB ASSOCIATION
RULES & REGULATIONS
(Initial each rule and regulation listed below)

_____ THE BOARD OF DIRECTORS OF THE ASSOCIATION MAY IMPOSE UP TO \$100 FINE FOR EACH VIOLATION OF THESE RULES AND REGULATIONS OR ANY OF THE ASSOCIATION DOCUMENTS.

_____ LEASES ARE FOR A MINIMUM OF 30 DAYS. RESIDENTS ARE NOT ALLOWED TO HAVE MULTIPLE TENANTS DURING A 30 DAY LEASE.

GENERAL RULES:

1. LEASES:

- a. Notice by the Unit Owner. An owner intending to lease his unit shall give to the Board of Directors or its designee written notice of such intention at least twenty (20) days prior to the first day of occupancy under the lease together with the name and address of the proposed lessee, a fully executed copy of the proposed lease, and such other information as the Board may reasonably require. The Board may require a personal interview with any lessee and his spouse, if any, as a precondition to approval.
- b. Board Action. After the required notice and all information or interviews requested have been provided, the Board shall have twenty (20) days in which to approve or disapprove the proposed lease. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the lessee.
- c. Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board, at its election, may approve or disapprove the lease. Any lease entered into without approval. the option of the Board. may be treated as a nullify and the Board shall have the power W evict the lessee with five (5) days notice. without securing consent to such eviction from the unit owner.
- d. Occupancy During Lease Term. No one but the lessee, his family members within the first degree of relationships by blood, adoption or marriage, and his spouse and temporary house guests may occupy the unit.

e. Regulation by Association. All of the provision of the association documents and the rules and regulation of the Association shall be applicable and enforceable against any person occupying a unit as a lessee or guest to the same extent as against the owner. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the association documents designating the Association as the owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether or not specifically expressed in such agreement.

2. Passenger automobiles, sport/utility vehicles, mini-trucks, vans and street-legal motorcycles (used for personal transportation and not commercially) that do not exceed the size of a garage are authorized. Commercial vehicles, trucks, campers, motor homes, trailers, boats and boat trailers are prohibited unless parked in garages with the door closed. Vehicle maintenance outside garages, except car washing in a designated area, if any, is not permitted on the Association property. All vehicles must be currently licensed and no inoperable or unsightly vehicles may be kept on the association property. Provided that the Developer shall be exempt from this regulation for vehicles which are engaged in any activity relating to construction, maintenance or marketing of residences, as are commercial vehicles used by vendors of the Association while engaging in work at the Association. No parking on lawns shall be permitted. No vehicle shall be parked anywhere but on paved areas intended for that purpose, or as approved by the Club for construction purposes.

3. No exterior radio, television or data reception antenna or any exterior wiring for any purpose may e installed without the written consent of the Directors.

4. To maintain harmony of exterior appearance, no one shall make changes to, place anything upon, affix anything to or exhibit anything from any part of the Association property visible from the exterior of the building or from common elements without prior written consent of the Directors. All curtains, shades, drapes and blinds shall be white or off-white in color or lined with material of these colors.

5. All common elements inside and outside the building will be used for their designated purposes only, and nothing belonging to owners, their family, tenants or guests shall be kept therein or thereon without the approval of the Directors, and such areas shall at all times be kept free of obstruction. Owners are financially responsible to the Association for damage to the common elements caused by themselves, their tenants, guests and family members.

6. Two dogs, two cats and no more than 2 birds, tropical fish and other customary non-exotic (snakes are prohibited) quiet and inoffensive household pets not

being kept or raised by commercial purposes shall be permitted upon the following conditions:

- a. On the common elements and Pelican Sound common property, pets shall be under hand-held leash or carried at a times.
- b. Messes made by pets must be removed by owners or handlers immediately. The Directors shall designate the portions of the property which shall be used to accommodate the reasonable requirements of owners who keep pets.
- c. Pets that are vicious, noisy or otherwise unpleasant will not be permitted in the association. In the event that a pet has become a nuisance or unreasonably disturbing in the opinion of the Board of Directors, written notice shall be given to the owner or other person responsible for the pet and the pet must be removed from the association property within four (4) days.
- d. Guests and tenants are not permitted to have pets.
- e. The Board of Directors has the authority and discretion to make exceptions to the limitations in this regulation in individual cases and to impose conditions concerning exceptions.

_____7. Disposition of garbage and trash shall only be by use of receptacles approved by the Association or by use of garbage disposal units. Specifically, trash must be securely bagged and newspapers are required to be bundled. Food and vegetable scraps are to be disposed of in the individual residence garbage disposal. Trash must be carried to the trash Dumpster.

_____8. All persons occupying residences other than the owners shall be registered with the Manager or other designate of the Association at or before the time of their occupancy of the residence. This includes renters and houseguests.

Residences may not be rented for periods of less than one (1) month. A copy of these Rules and Regulations may be given to the tenants and guests by the owner, or the owner's agent. No residence may be permanently occupied by more persons than the number of bedrooms times two, nor may more persons, including guests, occupy a residence overnight than the number of bedrooms times two, plus two.

This regulation may not be amended in a way that would be detrimental to the sales of residences by the developer so long as the developer holds residences for sale in the ordinary course of business.

_____9. Children shall be under the direct control of a responsible adult. Children shall not, run, play tag, or act boisterously on Association or Club property. Skateboarding, "Big Wheels", or loud obnoxious toys are prohibited. Children may be removed from the common elements for misbehavior by or on instruction of the Association Directors.

_____10. Loud and disturbing noises are prohibited. All radios, televisions, tape machines, Compact Disc players, stereos, singing and playing of musical instruments,

etc. shall be regulated to sound levels that will not disturb others and if used at or in the vicinity of the pool shall be used only with earphones. No vocal or instrumental practice is permitted after 10:00 p.m. or before 9:00 a.m.

_____ 11. Swimming is permitted only during open hours of the pool. Private parties may be held in the pool area only with the prior approval of the Manager. Large flotation devices are not permitted.

POOL AND SPA RULES			
Abbreviated wording for bulletin board posting, rental applications, & directories			
1	Pool open dawn to dusk.	12	Audio devices may be used only with earphones.
2	Use of the pool facilities is at the swimmer's own risk. NO LIFEGUARD ON DUTY.	13	Smoking is not permitted inside the fenced area.
3	NO DIVING.	14	Chairs and tables may not be reserved.
4	Children under twelve years of age are permitted to use the pool facilities only if accompanied and supervised by an adult eighteen years of age or older.	15	Private parties may not have exclusive use the of pool area.
5	Shower before entering pool or spa.	16	No food or drink in pool or on wet deck (within four (4) feet of pool).
6	No glass objects in fenced pool & spa area.	17	Floating devices are limited to noodles and wearable safety devices for small children.
7	No animals in fenced pool area.	18	Any non-swimming children must be accompanied in the water by their parent or adult guardian.
8	Proper swim attire only. No cut-offs.	19	No toys of any kind are permitted.
9	Except where special provides have been made, for sanitary reasons, children who are not completely toilet trained are not allowed in the pool or wet-deck area.	20	Pregnant women, small children, people with health problems, and people using alcohol, narcotics, or other drugs that cause drowsiness should not use spa pools without first consulting a doctor. Maximum use of spa is 15 minutes.
10	For health reasons, diaper changing on the pool deck or pool furniture is strictly forbidden	21	Pools are for use by members and guests only.
11	Running, rough play and excessive noise are not permitted.	22	Members are advised to report any problems or violations to Security at 992-4206. Violators run the risk of PSGRC sanctions

_____ 12. Illegal and immoral practices are prohibited.

_____ 13. Laundry, bathing apparel, beach and porch accessories shall not be maintained outside of the residences or limited common elements (lanais), and such apparel and accessories shall not be exposed to view.

_____ 14. Lawns, shrubbery or other exterior plantings shall not be altered, moved or added without permission of the Association.

_____ 15. No nuisance of any type or kind shall be maintained upon the Association property.

_____16. Nothing shall be done or kept in any residence or in the common elements which will increase the rate of insurance on the buildings or contents thereof, without the prior written consent of the Directors. No owner shall permit anything to be done or kept in his residence or in the common elements which will result in the cancellation of insurance on the buildings, or contents thereof, or which would be in violation of any law or building code.

_____17. Persons moving furniture and other property into and out of residences must do so only Mondays through Saturdays between the hours of 8:00 am, and 5:00 pm. Moving vans and trucks used for this purpose shall only remain on association property when actually in use.

_____18. Repair, construction, decorating or remodeling work shall only be carried on Mondays through Saturdays between the hours of 8:00 am and 5:00 pm and the rules for decorators and subcontractors set forth herein must be complied with.

_____19. These Rules and Regulations shall apply equally to owners, their families, guests, staff, invitees and lessees.

_____20. These rules and Regulations do not purport to constitute all the restrictions affecting the Association and common property. Reference should be made to the Torrey Pines and Community Association's documents.

DATE: _____
APPLICANT SIGNATURE

UNIT # _____
APPLICANT SIGNATURE