

WIGGINS BAY VILLAS CONDOMINIUM ASSOC., INC.

C/O GUARDIAN PROPERTY MANAGEMENT
6704 LONE OAK BLVD
NAPLES, FL 34109
PHONE 239-514-7432 FAX 239-514-7759

APPLICATION FOR APPROVAL OF SALE/LEASE

In order to process this application, the following items must be included:

1. A signed copy of this completed application.
2. A non-refundable check in the amount of \$ **100.00** made payable to **Wiggins Bay Villas**.
3. If it's a sale a copy of the **sales contract**
4. If it's a lease a copy of the **lease**
5. There is a **\$50.00** charge per adult for the background check. Make the check payable to: **Guardian Property Management**.

The Board of Directors has 15 days to approve or disapprove your application. Please have your completed application turned into our office 15 days before closing or occupancy. Incomplete applications will be returned and that will delay the processing of your application.

Unit street address _____

Owned by: _____ Closing Date: _____

Term of Lease from: _____ To _____
30 day minimum with no more than 4 rentals per year, annual allowed

() I/We apply for approval to purchase the Unit listed above.

() I/We apply for approval to lease the Unit listed above.

() I/We represent that the following information is complete and true, and agree that any misrepresentation in this application will justify automatic rejection. I(We) consent to additional inquiry concerning this application, and if requested will agree to an appearance before the Board of Directors for further questioning.

Applicant's Name _____ DOB _____

Spouse/Co Applicant Name _____ DOB _____

Present Address _____ City _____ State _____ Zip _____

Applicant's telephone # _____

Driver's License # _____ Spouse/Co. applicant License# _____

Email address _____

Business or Profession (even if retired) _____

Make of car (s) _____ Year _____ License# _____ State _____

_____ Year _____ License# _____ State _____

RULES AND REGULATIONS
OF
WIGGINS BAY VILLAS CONDOMINIUM ASSOCIATION INC.

Rules and Regulations hereinafter enumerated as to the Association property, condominium property, the common elements, the limited common elements, and the units, shall remain in effect until amended by the Board of Directors of the Association, and shall apply to and be binding upon all unit owners. The unit owners shall at all times obey said Rules and Regulations and shall use their best efforts to see that these rules are faithfully observed by their families, guests, invitees, employees, lessees, and persons over whom they exercise control and supervision. The rules and regulations are as follows:

1. All unit owners, families, guests, invitees, employees, lessees, and any persons over whom unit owners exercise control shall also be bound by the Rules and Regulations as set forth by the Wiggins Bay Foundation, and all applicable laws of local, state, and Federal governing jurisdictions.
2. Each unit shall only be used as a single-family residence and for no other purpose, provided, however, an owner may use a room in the unit as an office for personal use only.
3. The streets, sidewalks, driveways, walkways and entrances must not be obstructed or encumbered or used for any purpose other than ingress and egress.
4. Personal property of unit owners shall not be stored outside their units. Unit owners may keep normal porch furniture and other items that are usual and customary on their lanais.
5. No rubbish, trash, garbage cans or other waste materials or containers shall be kept or permitted at the exterior of a unit or in the limited common elements adjacent to any unit. No laundry shall be hung to dry. The limited common elements shall be kept free and clear of refuse, debris and other unsightly material.
6. Garbage, trash and recyclable materials shall not be placed outside the unit prior to the night before pick-up. All garbage and trash shall be contained in a sealed sanitary container or tied plastic garbage bag. Recyclable materials shall be placed outside, in compliance with County regulations, on appropriate pick-up days.

7. No unit owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, or licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other unit owners. No unit owner shall play upon or permit to be operated a stereo, television, radio or musical instrument in such a manner as to unreasonably disturb or annoy other occupants of the Condominium.
8. No exterior radio or television antenna installation, or other wiring, shall be made.
9. No sign, advertisement, notice or other 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 or occupant, with the exception of Wiggins Bay Foundation approved "open house" signs.
10. No flammable, combustible, or explosive fluid, chemical or substance, shall be kept in any unit or limited common element, except those necessary and suited for normal household use. Gas and charcoal grills are permitted on lanais.
11. The exterior of each unit, including the exterior walls, trim, doors, garage doors, windows, facias, entranceways, and all unit appurtenances, including the lanais, lanai extensions, and pools shall be adequately maintained and cared for by each owner, with all broken, deteriorated, or unsightly conditions to be promptly repaired, replaced or remedied by the owner.
12. No vehicle shall be parked within the complex except on a paved parking surface, driveway or within the garage. Vehicles used for commercial purposes, including trucks, vans, vehicles with commercial lettering, or with commercial equipment shall be garaged and out of public view between the hours of 6:00 p.m. and 8:00 a.m. Monday through Friday and all day on Saturday, Sunday and holidays. Parking on lawns or landscaped areas is prohibited.
13. No vehicle shall be used as a domicile or residence, either permanent or temporary. No extended parking in roadways is permitted.
14. Garage doors shall be kept fully closed at all times except to permit entry and exit of garages.
15. Boats, boat trailers or other trailers of any kind, campers, mobile homes or disabled vehicles must be garaged or out of public view at all times.

16. There shall be no removal, modification, or addition to any exterior of the unit or limited common elements without written approval of the Association.
17. All requests for removal, modification, or addition must be submitted to the Association on a completed "Modification/Alteration" form for approval prior to the commencing of any changes.
18. All landscaping requests, with the exception of annual plantings in established plant beds, shall be in writing and reviewed by the Association or appointed Committee for approval. Plantings planted without approval may be removed with notifying owner.
19. All storm shutters must be white in color, meet County and State codes at time of installation, be installed by a licensed contractor, and have Association or appointed Committee's written approval.
20. 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:
 - A. By removing all furniture, plants and other objects from around his unit.
 - B. 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 management company or the Association shall be provided with the name of each unit owner's aforesaid designated caretaker.
21. Common household pets such as dogs and cats are allowed, but no more than two per household. Other than that, no animals, livestock or poultry of any kind shall be raised, bred, or kept in any unit. All pets are subject to local licensing laws. No pet is permitted in the pool area.
22. All pets shall be controlled by a leash when not within the confines of the unit. Owner shall be responsible for removal of all pet defecation. Pets shall not be walked in the limited common area between the units.
23. Enforcement will be in accordance with section 19, 19.1 thru 19.4, page 23 of the Declaration of Condominium, WBV a Condominium.

Lease and Sale of Units:

24. No unit may be leased more often than four (4) times in any calendar year, with the minimum lease term being thirty (30) days. Copy of lease, completed application and a ~~\$100.00~~ check, payable to Wiggins Bay Villas Condominium Association, Inc., must be submitted to the property management company for approval by the Association prior to rental. Owner assessments must be current for approval. Association reserves the right to disapprove application for any legitimate reason.
25. Regarding sales of units -- the owner must submit an application, copy of purchase contract, and a \$100.00 check, payable to Wiggins Bay Villas Condominium Association, Inc., to the property management company for approval 15 days prior to closing and obtain a "Certificate of Approval" for closing.
26. All owners are required to purchase homeowners insurance, providing extended fire coverage up to full insured value, the association named as an additional insured on the policy, and a copy of the declaration page sent to the Association mailing address. Said insurance is to be current and kept in force.
- 27-(2-97). A lien will be placed on any unit with an outstanding assessment 45 days after the due date.

Revised Feb. 25, 1997