

The Shores at Berkshire Lakes

7845 Berkshire Pines Drive
Naples, FL 34104
Phone: 239-353-5913 Fax: 239-353-5098
email: shoreshoa@comcast.net

Application for Approval of Sale or Lease of Residential Unit

To: The Board of Directors of The Shores at Berkshire Lakes Master Homeowner's Association, Inc.

RESALE:

I hereby apply for approval to purchase the residence located at (property address) _____, Naples, FL and for membership in The Shores at Berkshire Lakes Master Homeowner's Association. A complete copy of the signed purchase agreement is attached with a closing date of: _____/_____/_____

LEASE:

I hereby apply for approval to lease the residence located at (property address) _____, Naples, FL for the period beginning:
Month: _____ Day: _____, Year: 20_____, and ending
Month: _____ Day: _____, Year: 20_____.
A complete copy of the signed lease is attached. Minimum lease term is at least one (1) month.

In order to facilitate consideration of this application, I represent that the following information is factual and correct, and agree that any falsification, misrepresentation or incomplete information in this application will justify its disapproval. I consent to your further inquiry concerning this application, particularly of the references given below and a criminal and financial investigation into my background. **I agree to pay The Shores at Berkshire Lakes, Inc. a nonrefundable application fee of \$100.00** payable by check to *The Shores at Berkshire Lakes*.

Please type or print legibly the following information:

1. Full Name of Applicant: _____
Date of Birth: ____/____/____ SS# of Applicant: _____
(DOB and SS# is required, no exceptions)
2. Full Name of 2nd Applicant (if any) _____
Date of Birth: ____/____/____ SS# of Applicant: _____
(DOB and SS# is required, no exceptions)
3. Home Address: _____ City _____, State _____ Zip _____
Telephone #'s:
Home: (____) _____ Business: (____) _____
Cell: (____) _____ E-mail: _____

4. Nature of Business or Profession: _____
If Retired, Former Business or Profession: _____
Company or Firm Name: _____
Business Address: _____

5. The governing documents of The Shores at Berkshire Lakes restrict units to use as single family residences only. Please state the name and relationship of all other persons other than the applicant who will be occupying the unit on a regular basis.

_____, _____
_____, _____
_____, _____

6. Name of Current or Most Recent Landlord: _____
Address: _____ Phone: _____
City/State: _____ Zip _____
Phone: (____) _____

7. List Two Personal References (local if possible):
Name: _____ Phone: _____
Address: _____ City/State: _____ Zip: _____

Name: _____ Phone: _____
Address: _____ City/State: _____ Zip: _____

8. List Two Credit References (local if possible):
Name: _____ Phone: _____
Address: _____
City/State: _____ Zip _____

Name: _____ Phone: _____
Address: _____
City/State: _____ Zip _____

9. Person to be notified in case of an Emergency:
Name: _____ Phone: _____
Address: _____
City/State: _____ Zip _____

10. Motor Vehicle to be kept at The Shores: (Vehicle Registration and ID required.)
License Plate #: _____ Make: _____ Model: _____
Year: _____ Color: _____ State: _____ (Car Pass to Enter Gate: \$15.00 each Vehicle.)

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Year: _____ Color: _____ State: _____ (Car Pass to Enter Gate: \$15.00 each Vehicle.)

11. Mailing Address for Notices Connected with this Application:
Name: _____ Address: _____
City/State: _____ Zip _____

12. If this transaction is a **SALE**, please circle the line/number below that applies:

I am purchasing this unit with the intention to:

- (1) reside here on a full-time basis
- (2) reside here part-time
- (3) lease the unit

13. I am aware of, and agree to abide by the Declaration of Covenants and Restrictions for The Shores at Berkshire Lakes Master HOA, Inc., the Articles of Incorporation and Bylaws of the association, and any and all properly promulgated rules and regulations. I acknowledge receipt of a copy of the Associations rules. **Initial:** _____ **Initial:** _____ .

If this transaction is a SALE, the prospective purchaser will be advised by the Association office within a 10 day period from the date of receipt of application and all information and appearances requested, of whether this application has been approved. The prospective purchaser(s) is responsible at closing for payment to the Association of a Resale Capital Contribution Assessment in the amount of \$500.

Initial: _____ **Initial:** _____ . Approval is given contingent on all past due maintenance fees and Capital Contribution paid on parcel (if any), in full (see estoppel). **Note:** Ensure that Real Estate Agent, Attorney or Title company is aware of this requirement and make sure payment is made to the Association at closing.

If this transaction is a LEASE, the prospective lessee (tenant) will be advised by the Association office within a 10 day period from the date of receipt of application and all information and appearances requested, of whether this application has been approved. If this transaction is a **LEASE**, this application must be signed by the lessee applicant and by the realtor or other persons who acted as rental agent for the unit owner. I, **Lessee** (tenant) **Initial:** _____, _____ understand and agree that the Association, if it approves 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 provisions of the Declaration of covenants and Restrictions for The Shores at Berkshire Lakes, the Association's Bylaws, and the Rules and Regulations of the Association. I, **Lessee** (tenant) **Initial:** _____, _____ also understand and agree that if the lease to the unit is approved and any special assessment or installment of a regular assessment for a unit remains unpaid for at least thirty(30) days after the due date and a Claim of Lien has been recorded against the unit, then, upon written notice mailed to both the owner and the lessee of such delinquency, both the owner and I, **Lessee** (tenant) **Initial:** _____, _____ agree that all future lease payments due under the lease shall be paid by the lessee (tenant) directly to the Association until such time as the Association notifies both the owner and lessee (tenant) that all sums due the Association have been paid in full. Such lease payment shall be funds of the Association to be utilized for any Association purpose at the discretion of the Board and shall only be remitted to the owner if full payment of all amounts due the Association have been paid by the owner and a Satisfaction of Claim of Lien has been recorded. **Note: Renewal of Lease** - there is a \$50.00 charge for each person for renewing any lease.

Note: Homeowner is responsible for all applicable tourist tax and sales tax in accordance with Collier County Tax Collector for Leases 6 months or less. **Initial:** _____ **Initial:** _____

For more details visit: <http://www.colliertax.com/ttax.html>

Lease: As the **Rental Agent** for the unit owner, the undersigned agree to be responsible for immediate correction or prevention of any violations by the tenants for the restrictive covenants or rules applicable to The Shores at Berkshire Lakes including termination of the lease and removal of the tenant.

By signing this application, I understand that the following terms apply when purchasing a home in The Shores at Berkshire Lakes Master HOA, Inc.

- Any exterior changes to my lot and/or house to include but not limited to landscape and painting requires approval from the ACC (Architectural Control Committee)
- When needed, installed landscaping will be replaced at owner's expense.
- Swipe Cards to gain access to clubhouse are at the responsibility of owner and should be transferred at the time of sale. New cards (maximum 2 per household) can be purchased for a fee of \$50 each. Initial _____, _____.

Swipe Card # _____ Swipe Card # _____

Sales and/or Lease

Date: _____ / _____ / _____

Sales and/or Lease

Date: _____ / _____ / _____

Applicant(s) Signature

Applicant(s) Signature

Realtor must complete the below portion or it may delay the time of approval.

*Realty Company (if applicable)

*Signature of Sales/Rental Agent

*Phone # of Sales/Rental Agent

* Print Name of Sales/Rental Agent

* **Agent Email:** _____

***Closing ATTY/TITLE Co.:** _____

*Attn: _____ *Phone: _____

*Address: _____

*City: _____, *State: _____ *Zip: _____

Fax: _____ *Email: _____

To request ESTOPPEL e-mail shoreshoa@comcast.net or fax to 239-353-5098.

Application must be complete and returned to the following address below at least 10 days prior to the closing of a *SALE* or the beginning of a *LEASE*. Fax or mail (originals) and all completed documents to:

**The Shores at Berkshire Lakes Master HOA, Inc.
7845 Berkshire Pines Drive
Naples, FL 34104**

*The following items **MUST** be included at the time the application is submitted to The Shores at Berkshire Lakes Master HOA, Inc. An incomplete Sales/Lease Packet will cause delays in processing.*

- Check List:** _____ Fully completed application
_____ Copy of executed Sales/Lease contract
_____ SIGNED copy of Rules and Regulations
_____ SIGNED copy of ACC Criteria
_____ \$100.00 Application Fee
_____ \$50.00 Lease Renewal Fee (each person)
_____ Swipe cards transferred (2)
- _____ *I (we) will provide the Association with a copy of our recorded deed within ten days after closing.*

For Office Use Only

Application Approved: _____ **Application Disapproved:** _____

Date: _____ **By:** _____, Ty Vigil, CAM
(Officer/Director or Authorized Representative)