

ESPLANADE AT BURNT STORE CONDOMINIUM ASSOCIATION, INC.

Submit to: Compass Rose Management
1010 NE 9th St, Cape Coral, FL 33909

APPLICATION FOR SALE

Application must be submitted 20 business days prior to sales closing. Any application submitted less than 20 business days prior to the closing may have their closing delayed. Applicants may not close until the Association has tendered official review of their purchase, and further, moving in prematurely constitutes a ground for disapproval.

Before submitting your Sale Application for processing, you MUST have the following attached:

- Completed Application - Everything must be filled out completely to process.
- A clear copy of a Valid Driver's License or Photo ID for each adult 18 and over.
- Processing Fee: A non-refundable \$150.00 check payable to **Compass Rose Management.** (A RUSH/EXPEDITE FEE OF \$50.00 TO COMPASS ROSE WILL BE ADDED TO ANY APPLICATION WITH LESS THAN 1 WEEKS' NOTICE TO PROCESS).
- Application fee: A non-refundable \$100.00 check payable to **Esplanade at Burnt Store Condo.**
- Contract for Sale/Purchase (executed copy).
- Purchaser(s) supplied with Rules and Regulations and Safety & Security (Attached). *Do not return when submitting Application.*

(Seller – Estoppel Request through HOMEWISE at www.homewisedocs.com)

(Buyer – Consent to Transfer \$150.00 collected at closing)

Please do not submit partial packages. Applications are not considered received until all documentation is submitted. Incomplete applications will be reviewed and sent back. All fees are non-refundable.

Name of Current Owner: _____ Phone: _____

I/we hereby apply for approval to purchase property address: _____

Closing Date: _____

I/we represent that the following information is complete and true. I/we agree that any misrepresentation in this application will justify automatic rejection.

Full Name of Applicant: _____ Phone: _____

Full Name of Co-Applicant: _____ Phone: _____

Applicant Email(s): _____



I wish to opt in to receive email communication from the Management office with the email address(es) provided above. Opt In Opt Out ***You can opt out at any time.

Other Occupant(s)

Name _____ Relationship _____ Age _____

Name _____ Relationship _____ Age _____

Name _____ Relationship _____ Age _____

Vehicle Information

Model/Make _____ Year _____ Color _____ Plate#/State _____

Model/Make _____ Year _____ Color _____ Plate#/State _____

Pets

Do you own any pets? _____ Yes _____ No

How many? _____ Age _____ Weight _____

Type/Breed of Pet(s) _____

In accordance with the Rules and Regulations, "no more than two (2) pets are allowed per unit, including any combination of dog or cat" (p.4). Please see the complete Rules and Regulations for more information.

Indicate Use:

_____ Reside on a Full-Time basis _____ Reside on a Part-Time basis _____ Lease the Unit
_____ Investment

Address After Closing: (Important for Mailings – Please Complete)

In Case of Emergency, Notify:

Name _____ Phone _____

Name _____ Phone _____



Please give three references who can be contacted. Local references preferred.

Name _____ Phone _____

Address _____

Name _____ Phone _____

Address _____

Name _____ Phone _____

Address _____

I/we have received a copy of the Rules and Regulations. _____ initial _____ initial

Applicant Signature : _____ Date : _____

Applicant Signature : _____ Date : _____

Name of REALTOR & Real Estate Co: _____

Realtor Phone: _____ Email: _____

Title Co: _____ Ph#: _____



Esplanade at Burnt Store Marina Gate Access Form

Owner:

Renter: Lease start date: _____ Lease end date: _____

Last name: _____ First name: _____

Last Name: _____ First name: _____

Address: _____

Email address: _____

Please print your name for the Front Gate Directory. You must provide a telephone number to be entered. This number can be a landline or a cell phone number. Maximum allowed two (2) numbers.

Name to appear in directory: _____
Last name First initial

Phone 1: _____
Area code number

Name to appear in directory: _____
Last name First initial

Phone 2: _____
Area code number

Gate Transponders:

#1 S/N _____ FC _____

#2 S/N _____ FC _____

Please select a 4-digit ENTRY code. This code is your personal code to enter the gate. This code is to be only shared with trusted persons. Please refrain from sharing with Delivery services and one-time/rare visitors. They are to use the directory box.

Code: # _____

Signature: _____ Date: _____

Print: _____ Date: _____

RULES AND REGULATIONS

FOR

ESPLANADE AT BURNT STORE MARINA CONDOMINIUM

In addition to the rules, regulations, and occupancy and use restrictions set forth in the Declaration of Condominium, the following rules and regulations shall govern the use of the Units, Common Elements, Limited Common Elements, and any other Condominium Property, and also the conduct of all residents thereof. The Unit Owners shall at all times obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. The Board of Directors may make amendments to the Rules and Regulations, may promulgate new Rules and Regulations and may delete existing Rules and Regulations. Said Rules and Regulations are as follows:

1. Residential Use. Except for Units owned by the Developer, Units shall be used for single family residential purposes only.
2. Signs. Except for the Developer, no Unit Owner shall post or display, or permit to be posted or displayed, any signs within or outside of his Unit, including, without limitation, "For Sale", "For Rent", "Open House", and similar signs. The foregoing includes signs on the interior of a Unit which are visible from the exterior of the Unit.
3. Nuisance. Nothing shall be done within any Unit or on the Condominium Property which is or may become an annoyance or nuisance to any person. No obnoxious, unpleasant, or offensive activity shall be carried on, nor shall anything be done which can be reasonably construed to constitute a nuisance, whether public or private in nature. 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 the rights, comforts or convenience of the Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or operate or suffer to be operated, a phonograph, television, radio or sound amplifier, in such manner as to disturb or annoy other occupants of the Condominium. All parties shall lower the volume as to the foregoing as of 10:00 p.m. of each day.
4. Common Areas. Common Areas shall only be used for their intended purposes. No Unit Owner or resident shall make any use of any Common Areas in such a manner as to abridge the equal rights of the other residents to their use and enjoyment, nor shall any Unit Owner or resident remove, prune, cut, damage, or alter any trees or other landscaping located in the Common Areas. The sidewalks,

entrances and all passageways must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises.

5. Speed Limits. All residents and their guests shall observe all posted speed limit signs within the subdivision.

6. Children. Children shall not play or loiter upon the Common Elements except in such areas designated for such purposes, and under the Rules and Regulations as determined by the Board from time to time.

7. Storage and Display of Personal Property and Other Materials. The personal property of all Unit Owners and residents shall be stored within their Units or in assigned storage spaces, and shall not be stored or left on any of the Common Elements. No garbage cans, milk bottles, or other articles shall be placed on the Common Elements or Limited Common Elements except as authorized by the Association, nor shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles, be shaken or hung from any of the windows, doors, porches, patios, balconies, or entry ways, or be exposed on any part of the Limited Common Elements, or Common Elements. The Limited Common Elements and Common Elements shall be kept free and clear of rubbish, debris, and other unsightly material. No clothes line or similar device shall be allowed on any portion of the Condominium Property nor shall clothes be hung anywhere within the Condominium Property except within a Unit. Nothing herein shall prohibit a Unit Owner from displaying one portable, removable United States flag in a respectful way.

8. Fire Exits. Fire exits shall not be obstructed in any manner.

9. Discharge of Materials from Units. No Unit Owner shall allow anything whatsoever to fall from the windows, porches, patios, entry ways, balconies, or doors, nor shall a Unit Owner sweep or throw any dirt or other substance from his Unit or Limited Common Elements or any portion of the Condominium Property.

10. Garbage Disposal. Refuse and bagged garbage shall be deposited only in the area provided therefor.

11. Agents of Association. Agents or employees of the Association shall not be sent off the Condominium Property by any Unit Owner or resident at any time for any purpose. No Unit Owner or resident shall direct, supervise, or in any manner attempt to assert any control over the agents or employees of the Association.

12. Parking of Automobiles. The parking facilities shall be used in accordance with the regulations adopted by the Board from time to time. No vehicles which cannot operate on its own power shall remain on the Condominium Property for more than forty-eight (48) hours, and no repair of vehicles shall be made on the Condominium Property. All vehicles owned by a Unit Owner shall at all times be parked within the garage area or driveways permanently assigned to such Unit Owner; and may not be parked on other areas of the Condominium Property. All vehicles of guests shall be parked in Owner's driveway or designated guest parking areas. Unit Owners and residents shall not park their vehicles in any areas designated for guest parking. The Association shall have the right to order the towing of any vehicle, at the Owner's expense, not complying with the above rules.

13. Boats and Trailers. No Unit Owner shall store or leave any boat or trailer on the Condominium Property; however, an Owner may store a boat or trailer in the garage area assigned to such Unit if the boat or trailer fits in the garage with the garage door closed. Nothing contained herein shall be interpreted to allow a Unit Owner to park his other vehicles anywhere other than in the garage area assigned to the Unit.

14. Garage Areas. All garage doors shall be kept closed at all times except when entering and exiting the garage area or when the Unit Owner is physically present in the garage area. Any Unit owner desiring to paint the garage door assigned to the Unit shall only use paint of the type and color specifically designated by the Board. Further, the Association may require a Unit Owner to paint such garage door if, in the reasonable discretion of the Association, the garage door is in need of repainting.

15. Alterations and Improvements. No awning, canopy, shutter, antenna, satellite dish or other projection shall be attached to or placed upon the outside walls, doors or roof of a Unit or building, without the written consent of the Board of Directors of the Association. No balcony may contain or include an unapproved screen closure or other similar structure unless the Unit Owner has first obtained the written consent of the Board of Directors or the Architectural Control Committee, as the case may be. The Board may adopt plans and specifications permitting the construction and/or installation of screen enclosures or other similar structures, it being the Developer's intention to maintain a uniform appearance of balcony areas in the condominium. No Unit Owner may make any structural or non-structural alterations or additions to the Unit, Limited Common Elements or Common Elements without the express written consent of the Board of Directors or Architectural Committee, as the case may be. No Owner may make any change to the exterior of the Unit, or to the interior of the Unit if visible from outside the Unit, without the express written consent of the Board.

16. Hazardous and Flammable Materials. No flammable, combustible, or explosive fluid, chemical or substance shall be kept in any Unit or Limited Common Element assigned thereto or storage areas, except such as required for normal household use.

17. Absence from Unit. Each Unit Owner who plans to be absent from the Unit during the hurricane season must prepare the Unit prior to departure.

18. Food and Beverage Consumption. Food and beverage may not be consumed outside of a Unit, except for in such areas as are designated by the Board of Directors of the Association.

19. Pet Restrictions.

No more than two (2) pets are allowed per unit, including any combination of dog or cat. Usual and common household domestic pets including aquarium fish and caged birds are permitted. No livestock or exotic animals may be kept on the property. No breeding or commercial use is permitted. All pets must be on leashes and accompanied by a responsible person when outside of their condos. All fecal matter must be picked up and disposed of properly and immediately. The Board may require the permanent removal from the Condominium Property of any such pet that becomes a source of annoyance or nuisance to any other Owner or resident. The Unit Owner, as well as the animal owner, is responsible and liable for any damage to property or injury caused by a pet. **Guests and tenants shall not be allowed to have pets.**

20. Improper and Unlawful Uses. No improper, offensive, hazardous or unlawful use shall be made at any Unit or Condominium Property.

21. Smoking. Smoking shall be prohibited in any Common Element areas. They include but are not limited to the following areas; The main entrance foyer, lobbies, elevators, exterior hallways, stairways, walk through areas to the garages of the complex, fitness room, restrooms and gated pool area. The no smoking rule includes, but is not limited to e-cigarettes, and medical marijuana. Smoking is permitted in Limited Common Elements such as the lanai and inside the garage.

Safety and Security

It is the goal of this association to provide a safe and comfortable space for residents. In order to meet this objective, we need to address owner responsibilities regarding owner units, garages, pool areas and elevator safety.

Owner Units

- Insure that you have **provided the association with a key or key code to your unit and a key to your garage/golf cart garage.**
- When leaving the unit for an extended period of time, the association strongly recommends that, in your absence, you **enlist the services of a home watch agency or neighbor to periodically check your unit and complete the seasonal closing and change of address form and email/mail it to CRM prior to your departure.**

Garages

- It is the policy of our association for owners to provide the association with duplicate keys for your garage door(s). In a power outage this is the only access to your garage
- The Board has recommended that each owner have his/her sprinkler pipes sanded and painted to prevent the salt and rust corrosion that could lead to pipe failure and a wading pool in your garage
- Each garage is the sole responsibility of the owner from the door in. Good lubrication and maintenance of your garage door is recommended to save you from a costly bill later on

Pool Area

- It is the policy of this association to provide a safe and comfortable pool/spa and exercise area for our residents. Adhering to the posted rules in the pool area is imperative. When small children are visiting and are in the pool area, we ask each attending resident to be especially vigilant of these young folks and their safety. Please also be attentive to other residents who are using the facility by respecting their rights and not infringing on their enjoyment

Elevator Safety

- Elevator safety is a priority of the Board
- Each elevator has a notice posted on the inside door stating what to do in the event the elevator stops working. Please review this posting and be sure that guests and/or family are also aware of the procedures. Having your cell phone with you when using the elevator is strongly recommended

In the event of a weather event/hurricane during which you have decided NOT to evacuate your unit, here are some suggestions:

- Make sure your vehicle(s) have a full tank of gas
- Have cash available in case power outages limit the use of credit/debit cards and/or bank access
- Assure easy access to your garage in a power outage; leaving the garage door open is an option
- Have multiple battery powered lights, drinking water, emergency food, etc.
- Prior to the storm, fill bathtubs with water for toilet flushing
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NB: the gates to the community will be open and the elevators will be locked at the top level. The lobby doors will be secured and locked.

ESPLANADE AT BURTN STORE MARINA CONDOMINIUM ASSOCIATION, INC.

c/o Compass Rose Management

SEASONAL CLOSING AND CHANGE FOF ADDRESS FORM

Please complete the following form prior to your departure of an extended period of time. Fax, email, or mail to:

Esplanade at Burnt Store Marina

Fax#: 239-673-1566

Email: EBSCinfo@crmfl.com

c/o Compass Rose Management

1010 NE 9th Street

Cape Coral, FL 33909

Name: _____ Bld#: _____

Condo Street Address: _____ Unit#: _____

Departure Date on or about _____ **Return Date on or about** _____

Association correspondence and notices to be forwarded to (insert full mailing address):

Telephone/Cell Phone Number(s) in case of Emergency: _____

Personal/Business Email: _____

Compass Rose Management has a key to my unit (please circle one) YES NO

The following persons are authorized to access my condo unit for the purpose of performing security checks

Name: _____ Phone Number: _____

Name: _____ Phone Number: _____

SIGNATURE

DATE



COMPASS ROSE MANAGEMENT
SETTING A COURSE FOR YOUR COMMUNITY

1010 NE 9th Street, Cape Coral FL, 33909 * Phone 239-309-0622 Email info@crmfl.com