# SARACENO AT GRANDÉZZA HOMEOWNERS ASSOCIATION, INC

#### APPLICATION FOR LEASE

This Application for Lease Occupancy must be completed in detail by the prospective Lessee(s). If any question is not answered or left blank, this application will be returned, not processed and not approved. A complete copy of the Lease must accompany this Application. Please attach a check in the amount of \$100.00 made payable to the Saraceno HOA. Note this application fee is non-refundable.

No Lease shall be for less than one month (30 days) with a maximum of three (3)

lease periods in a calendar year. No pets are permitted by lessees at any time. IN ACCORDANCE WITH THE GOVERNING DOCUMENTS OF THE ASSOCIATION, THIS FORM AND ALL REQUIRED ENCLOSURES MUST BE SUBMITTED TO VESTA PROPERY SERVICES TWENTY DAYS PRIOR TO OCCUPANCY (SECTION 11.14). APPROVAL MUST BE RECEIVED PRIOR TO OCCUPANCY. (Please Print or Type) Date Lease Term: From to Owner Name (s) of Record Street Address: Saraceno Drive, Estero, FL 33928 Rental Agent Contact (if any): 1. Full name of Applicant: Date of Birth DL# Soc. Sec. No. (Passport No. or Alien No. if no passport No.) 2. Full name of Spouse (if any): Date of Birth \_\_\_\_\_ DL# \_\_\_\_ Soc. Sec. No. (Passport No. or Alien No. if no passport No.) 3. Applicant Present Address: City: State: ZIP Telephone: Cell Phone:

APPLICANT IS AN ACTIVE MEMBER OF THE UNITED STATES ARMED FORCES? YES NO

4. If current address	s is less than two years, prov	vide previous address
Address:		
City:	State: _	ZIP
5. OTHER PERSO	NS WHO WILL OCCUPY	the Saraceno property:
Name:	Age: _	Relationship:
6. Employer:		
7. Business Address	3:	
City/State	Zip:	Phone ( )
#1 Name:	ferences (NOT relative or i	- · · · · · · · · · · · · · · · · · · ·
City/State	Zip:	Phone ( )
#2 Names:		
City/State	Zip:	Phone ( )
9. Financial referen	ces (local if possible)	
Name:		
Address:		
City/State	Zip:	Phone ( )
Account Numbers:		
10. Person to be noti	fied in case of emergency:	
Name:		
Address:	7in:	
City/State	7in:	Phone ( )

	, E			
	Year:			
	Y ear:			
	State:			
12. Mailing address for notices connected with this application: Name:				
	Phone ( )			
	s connected with	Year: State: s connected with this application:		

Make of vehicle(s) to be kept at the property during lease term:

11.

#### **USE RESTRICTIONS**

- 1. RESIDENTIAL USE. All dwellings shall be used only for residential purposes as permitted by applicable law including the provision that only two adults and their immediate family can occupy a dwelling.
- 2. VEHICLES AND REPAIR. No inoperative automobiles, motorcycles, trucks or other types of vehicles shall be allowed to remain either on or adjacent to any Lot in the community. No repairs or restoration of any such vehicle shall be permitted on the Property except for emergency repairs thereto, and then only to the extent necessary to enable movement of such vehicle to a proper repair facility.
- 3. GARAGE DOORS. Each Dwelling shall have a garage which can accommodate two automobiles. In order to create and maintain an aesthetically pleasing neighborhood, these restrictions prohibit garage doors from remaining open, other than for entry or exit from the premises, or accessing materials stored within the garage.
- 4. OBNOXIOUS OR OFFENSIVE ACTIVITY. No obnoxious or offensive activity or nuisance shall be allowed upon the Property, nor shall any use or practice be allowed which is a source of annoyance, embarrassment or discomfort to Owners or their tenants, invitees or occupants, or which interferes with the peaceful possession and proper use and enjoyment of the Property.
- 5. PETS AND ANIMALS. Pets are not allowed by tenants.
- 6. VEHICLE PARKING. No vehicle shall be parked anywhere but on paved areas intended for that purpose, garages and areas approved by the Association.
  - 1. I hereby agree for myself and on behalf of all persons who may use the Saraceno home which I seek to Lease:

- a. I will abide by all of the Use Restrictions contained in the By-Laws, Rules & Regulations and other Association Documents which are or may in the future be imposed by The Association.
- b. I may not bring a pet nor may any guest of visitor bring a pet onto the property or into the home temporarily or permanently after occupancy.
- c. I understand that sub-leasing or occupancy of this home in my absence is prohibited.
- d. I understand that I must be present when any guests, visitors or children who are not permanent residents occupy the home.
- e. I understand that any violation (s) of the terms, provisions, conditions, and covenants of the Association provides cause for immediate action as therein provided or termination of the leasehold under appropriate circumstances. I acknowledge I have received from the property owner a copy of the Rules & Regulations, Use Restrictions and other Documents listing the provisions by which action may be taken by the Board of Directors
- f. I understand that in the event that a landlord is delinquent in the payment of his or her dues or any assessments due to the Association, the Association has the right to require the tenant, solely by written notice, to pay any rent due directly to the Association.
- 2. I understand that the acceptance for Lease of a home at Saraceno I conditioned upon the truth and accuracy of this application and upon the approval of the Board of Directors and/or the Property Manager. Occupancy prior to approval is prohibited. Any misrepresentation or falsification of information on these forms will result in the automatic disapproval of this application.
- 3. I understand that the Saraceno HOA Board of Directors may cause to be instituted such an investigation of my background as the Board may deem necessary. Accordingly, I specifically authorize the Board of Directors and Management to make such investigation and agree that the information contained in this and the attached application may be used in such investigation, and that the Board of Directors of the Saraceno HOA itself shall be held harmless from any action of claim by me in connection with the use of the information contained herein or any investigation by the Board of Directors.

- 4. In making the foregoing application, I am aware that the decision of the Saraceno HOA will be final and no reason will be given for any action taken by the Board. I agree to be governed by the determination of the Saraceno Board of Directors.
- 5. I have received and read the New Neighbors Pamphlet that details many of the rules and regulations for Saraceno. I understand that it is my responsibility to abide by not only that which is found in the New Neighbors Pamphlet, but also all of the rules and regulations found within the governing documents for Saraceno.

DATED:
Applicant
Applicant
ADDI ICATION
APPLICATION
APPROVED: DISAPPROVED:
DISALI ROVED.
DATE:
BY:
Its:
Officer, Director or Property Manager
ENCLOSURES:
Fully Completed Application
Copy of Executed Lease
\$100.00 Non Refundable about to Saragene HOA
\$100.00 Non-Refundable check to Saraceno HOA
Return to:
Keturii to.

Chris Jordan Vesta Property Services LLC. 27180 Bay Landing Drive, Suite 4, Bonita Springs, Florida 34135 (239) 947-4552 Fax (239) 495-1518 cjordan@vestapropertyservices.com

# SARACENO AT GRANDEZZA HOMEOWNERS ASSOCIATION, INC.

# Welcome to the Villas at Saraceno

#### Introduction

Welcome to the Villas at Saraceno. This booklet will aid you to community-style living within the Villas. It contains *excerpts* from the Saraceno at Grandezza Homeowners Association (HOA) Declarations, By-Laws, and Articles of Incorporation. Should any question(s) arise about Saraceno, always consult your official documents. If you do not have a copy of these documents, please contact the Saraceno property manager for copies.

Owning a Villa is a blend of a house and condominium ownership. In that regard, a homeowner is free of certain maintenance responsibilities but still has the advantages of a home. The Villas at Saraceno are comprised of sixty-nine homes - 68 attached villas within 34 buildings and 1 single family house. The Villas is community that is organized as an HOA. Membership in the Association is a mandatory condition of ownership in the Saraceno community. The HOA is authorized by Florida State statutes, Chapter 720, to enforce the covenants and restrictions contained in the governing documents of the Saraceno community.

#### **Administration of the HOA**

The operation and management of Saraceno's affairs are vested in the homeowners association. The board of directors has the responsibility to implement that authority. Saraceno HOA has five (5) directors who are elected for two-year staggered terms. Currently, the Directors are:

Neil Greene, President Bob Garcia, Treasurer Mike Weaver, Secretary Skip DeLong, Vice President/Landscaping Tom Koepp, Director

The Board of Directors meets on the third Wednesday of each month at 9:30 a.m. at the Clubhouse. All Association members are invited to attend these meetings. An annual meeting of members is generally scheduled in the first quarter of the year and all members are urged to attend.

#### **Property Management**

To assist the Board of Directors in daily operations, a property management firm, Vesta

Rental Application to Saraceno Homeowners Association, Inc. (Rev 2016), Page 6

Property Services, is employed. All homeowners' inquiries for assistance should be directed to:

Chris Jordan,
Vesta Property Services LLC.
27180 Bay Landing Drive, Suite 4,
Bonita Springs, Florida 34135
Office (239) 947-4552
cjordan@vestapropertyservices.com

# **Landscaping Services**

To maintain the lawns, trees, bushes, etc. as well as irrigation lines, pumps, sprinkler headers, etc. at Saraceno, the Board employs a landscaping service. This service is on-site on a weekly basis. Any questions or issues on landscaping should be directed to both the Property Manager and the landscaping company for assistance. The landscaping company can be contacted as follows:

Juniper Landscaping 13862 Pine Villa Ln, Fort Myers, FL 33912 (239) 561-5980

# Responsibilities of the HOA to its Members

The Association has the following duties:

- 1. trimming and care of lawns, trees, shrubs, grass, walks, swales, berms and other landscaping on all Lots, excluding the installation and/or replacement of annuals, perennials, or specialized or exotic vegetation,
- 2. Maintaining irrigation facilities, including but not limited to, sprinkler pumps, piping, and sprinkler heads; drainage and exterior improvements,
- 3. Maintaining exterior building surfaces, excluding glass surfaces or screening. Normal maintenance of the exterior surfaces, such as pressure cleaning, repainting and refinishing, shall be done uniformly at the same time for the entire building by the Association as an Association expense,
- 4. Removing trash and debris which, in the opinion of the Association detracts from the overall beauty and setting of the community,
- 5. Maintaining the common roof, such as cleaning, shall be done uniformly at the same time for the entire common roof by the Association and as an

- Association expense. However, repairs to the roof are the responsibility of the homeowner(s),
- 6. Cleaning or resurfacing of walkways and/or driveways and maintaining, repairing and resurfacing of all streets within Saraceno,
- 7. Maintaining, repairing and/or replacing of gutters and/or downspouts, and
- 8. Maintaining any and all other improvements located within the Common Areas.

# Annual Budget

The financial plan or budget is the foundation document for the association's financial operation and stability. It provides a preview of the upcoming year's expenses, and it provides a benchmark by which the previous year's expenditures can be evaluated and judged. The budget is prepared annually on a calendar year basis and is approved at the December board meeting. In addition, Saraceno HOA is obligated to collect all assessments for the Grandezza Master Association.

Upon adoption of the budget, the required annual assessment fees are set for the homeowners and the owner is obligated to pay the association the sums due for the operation of the community.

#### **Paying Assessments**

Following are criteria for the collection of assessments:

- 1. Statements for Regular Assessments are mailed, or delivered, at least two weeks' prior to the end of the fiscal year. Owners are responsible for making quarterly payments on or prior to the Due Date, based upon the annual statement and may not rely upon any courtesy notices sent during the year.
- 2. The Due Date for Regular Assessments is the 1<sup>st</sup> day of each quarter (e.g., January 1, April 1, July 1 and October 1). In addition, statements for Special Assessments may be mailed, or delivered, at any time and shall include a Due Date.
- 3. If a Regular Assessment or Special Assessment is not paid on or prior to the Due Date, on the 15<sup>th</sup> day after the Due Date, pursuant to Article 10.8 of the Covenants, the delinquent Owner shall be charged monthly interest at the rate of 18% per annum on any unpaid balance, retroactive to the Due Date. The Board may, but is not required, to send monthly statements to any delinquent Owner showing a balance due, including the accrued interest, with a "Past Due" warning.

4. If a Regular Assessment, together with accrued interest, is not fully paid within 60 days' of the Due Date, pursuant to Article 10.3 and 10.8 of the Covenants, all Regular Assessments for the entire fiscal year shall automatically be accelerated and due from such delinquent Owner and a \$100 Fine and Penalty shall be imposed against the delinquent Owner, pursuant to Article 10.8 of the Covenants.

While the homeowner may mail assessments to Vesta Property Services, Vesta Property Services offers a direct debit service for the quarterly assessments. Contact Chris Jordan for the necessary forms to utilize this service.

#### **Architectural Standards**

ALL EXTERIOR MODIFICATIONS TO THE INDIVIDUAL HOME OR SURROUNDING GROUNDS REQUIRE PRIOR APPROVAL BY THE ARCHITECTURAL REVIEW BOARD.

No construction, included but not limited to, staking, clearing, excavation, grading, and other site work, exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees, or shrubs shall take place anywhere on the Property *until the approval of the Architectural Review Board for the same has been obtained.* A copy of the Request to the Architectural Review Board may be obtained from the property manager.

#### Leasing

The Owner of a Lot shall have the right to lease a Dwelling Unit subject to the terms contained in the Association rules and regulations and subject to the following conditions:

- 1. All leases shall be in writing;
- 2. No lease shall be for less than thirty (30) days in duration;
- 3. The lease shall be specifically subject to the Governing Documents and any failure of the tenant to comply with the Governing Documents shall be a default under the lease;
- 4. The Owner shall be liable for all losses and any violation of the Governing Documents committed by such Owner's tenant, without prejudice to such Owner's right to collect any sums paid from the tenant; and
- 5. In the event that an Owner is delinquent in the payment of his or her dues or any assessments due to the Association, the Association has the right to require such Owner's tenant, if any, solely by written notice to such tenant, to pay any rental fees ("Rent") due for such Lot directly to the Association. The

Association shall then deduct any delinquent dues or assessments for the Lot from the Rent and forward the balance of the Rent, if any, to the Lot Owner.

#### **Lease Application**

Each proposed Lessor and prospective Lessee is required to complete and submit an Application for Lease along with a copy of the proposed lease for investigation (a criminal background check) and approval along with a non-refundable payment of \$100 by check payable to Saraceno HOA at least twenty (20) days' prior to occupancy. The terms and conditions set forth in the Application for Lease apply as additional rules and regulations to

any rules now in force. The Lease Application contains the following statement which is strictly enforced:

PETS AND ANIMALS. Pets are not allowed by lessees/tenants.

#### **Occupancy Rules**

As used herein: "Owner" shall mean the Owner of the unit or the Owner's spouse; "Immediate Family Member" means any father, mother, brother, sister, child or grandchild of the Owner; and "Adult" means a person at least twenty-three (23) years of age.

- **Occupancy When Owner is Present.** When the Owner is presently occupying the unit, there is no restriction on the number of guests, whether related or unrelated to the owner, who may occupy the unit, other than the total occupancy limit permitted by County Code.
- **Occupancy in Absence of Owner**. If the Owner is not presently occupying the unit and the unit has not been leased in compliance with the Saraceno rules for leasing, *upon written notice to the Board or the manager prior to the arrival of guests* (as provided in rules and regulations that the Board may adopt from time to time), an Owner may permit the unit to be occupied by guests only in accordance with the following provisions.
  - (a) Any person, who is an Adult Immediate Family Member of the Owner, may occupy the unit for a period not to exceed twenty-one (21) consecutive days. A spouse and children of the Adult Immediate Family Member and other Immediate Family Members may accompany the Adult Immediate Family Member. The total number of occasions for occupancy by all guests combined under this

- subparagraph 2(a) shall be limited to four (4) in each calendar year, with a maximum aggregate total of sixty (60) days.
- (b) Guests not included within subparagraph 2(a) may occupy the unit for a period not to exceed fourteen consecutive (14) days provided that the number of such guests number no more than six (6) persons at any one time. The total number of occasions for occupancy for this type of guest shall be limited to two (2) in each calendar year with a maximum aggregate total of twenty-eight (28) days.
- (c) An Owner who desires to permit guests to occupy the unit for longer time periods than set forth in subparagraphs 2(a) or 2(b) may do so by complying with the Saraceno rules for leasing.
- (d) Upon prior written application by the Owner, the Board of Directors may make such limited exceptions to the foregoing restrictions as may be deemed appropriate in the sole discretion of the Board, for the sole purpose of avoiding undue hardship or inequity. The making of one (1) exception shall not be construed as a precedent for later exceptions.

# **Real Estate Purchase Application**

Each prospective Purchaser is required to complete and submit an Application for Purchase with a copy of the proposed purchased agreement for investigation (a criminal background check) and approval along with a non-refundable payment of \$100 by check payable to Saraceno HOA to the Association's property manager.

# **Supplemental Parking Rules for Saraceno**

The following rules regarding parking clarify and supplement existing rules contained within the Saraceno documents. As used herein "overnight" shall mean midnight to 6 a.m.

- 1. There shall be no overnight parking of more than two motor vehicles in a driveway, without the written consent of the Saraceno Board, obtained in advance.
- 2. There shall be no overnight parking on Saraceno Drive.
- 3. There shall be no parking that blocks access to a driveway.
- 4. There shall be no parking on lawns, yards, green spaces or wetlands.
- 5. Any vehicle parked in violation of rules may be towed by the Association, or its agent, at the sole expense of the owner of such vehicle. The Association

shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing.

#### **Hurricane Shutter Rules**

If a National Weather Service Advisory predicts that a Hurricane will impact this area, hurricane shutters may be installed within five days of predicted impact and must be removed not more than 10 days after the Hurricane has passed. (That means that the shutters may be installed up to five days before the Hurricane is expected to make landfall in this area). Notwithstanding this rule, shutters that are clear (e.g., Lexan-type material) or are of a style, design, and color to match the house in an unobtrusive manner, and have been approved by the ARB, may remain installed during the hurricane season (June 1 to December 1).

#### **Saraceno Website**

To communicate with its members, the Board of Directors has established a website for its members. At the website, one will find minutes of Board meetings, letters of interest, the annual budget, etc.

For access to the Saraceno website, owners should go to <a href="http://www.grandezzamaster.com/grandezzamaster/page.html">http://www.grandezzamaster.com/grandezzamaster/page.html</a>, click the <a href="https://www.grandezzamaster/page.html">Saraceno</a> name on the left column. Login with your username and password. (If you have not previously logged in, you will be prompted to contact Vesta for a password which may take a few days). Once you have successfully entered the Saraceno website, you will find Saraceno information, rules and a link to the minutes of the Board. Please bookmark this site and return regularly.

In addition, the Board uses emails for quick delivery of important information. Please report any email address changes to the property manager so you won't miss any important news.

#### Conclusion

Again, welcome to the Villas at Saraceno. A number of rules have been described herein for you and we hope that you understand the need for these rules. The rules are in place to assure safety, financial security, harmony and a pleasant atmosphere to live in. If you have any questions about these rules, feel free to ask the Property Manager or a member of the Board Directors.

Board of Directors.

Saraceno at Grandezza Homeowners Association, Inc.



27180 Bay Landing Drive, Suite 4 Bonita Springs, FL 34135 239-947-4552, f 239-495-1518 info@vestapropertyservices.com

VestaPropertyServices.com/sw

# AUTHORIZATION FOR RELEASE OF INFORMATION FOR TENANT SCREENING PURPOSES

#### **Background Screening Disclosure**

I hereby authorize Vesta Property Services and its designated agents and representatives to conduct a comprehensive review of my background through a consumer report and/or an investigative consumer report to be generated for tenant screening purposes. I understand that the scope of the consumer report/investigative consumer report may include, but is not limited to the following areas: criminal history records (from local, state, federal, international and other law enforcement agencies records), sexual offender's lists, wants and warrants records, credit history, and civil/law suit cases. Upon request Vesta Property Services will supply a copy of the completed consumer report along with a copy of an individual's rights under the Fair Credit Reporting Act.

Authorization and Release					
	e of these records or data pertaining to me which an individual, or				
irm, corporation, or public agency may have. I hereby release Vesta Property Services and its agents, officials, representatives,					
	ed personnel both individually and collectively, from any and all lia				
	ult to me, my heirs, family or associates because of compliance				
	ormation provided below and on my application is correct to the b				
	and my application will be considered just cause for disqualification				
	original, fax, or copy form. The following information is require purposes when checking records. It is confidential and will not be				
any other purpose.	purposes when checking records. It is confidential and will not be	s used for			
any other purpose.					
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Applicant's Name (Print Legibly) Maiden/AKA/Previous	Name (s)				
	/ /20				
Signature	Date				
	//				
Social Security Number	Date of Birth				
Driver License Number State					
21101 2101110 1 WINDOW SUME					
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