

Tollgate Business Plaza II Condominium Association

C/O Resort Management

2685 Horseshoe Drive S, Suite 215, Naples, FL 34104

Phone: (239) 649-5526 / Fax: (239) 403-1061

Application for Approval to Purchase or Lease

Please submit this form accompanied by a copy of the Sales Contract or Lease Agreement, a copy of the SIGNED Rules & Regulations and a non-refundable processing fee of \$150.00 payable to Resort Management. ☐ Purchase ☐ Lease

Name of Current Owner: _____

Property Address: _____

If this is a Sale, Closing Date: _____ Lease: _____ TO _____

BUYER/TENANT's Name(s): _____

BUYER/TENANT Address: _____

City: _____ ST _____ Zip _____

Ph #: _____ Ph #: _____

Email Addresses: _____

Will the Unit be used for: ☐ Personal Use ☐ Business

If the unit is for Business, state the Name and Nature of your business: _____

Realtor Name & Agency: _____

Title Company or Attorney: _____

Title Company/Attorney Ph #: _____

I have received a copy of the Declarations, Bylaws and Rules and Regulations for the Association. I have read them and agree to abide by them.

1. Additional TERMS AND CONDITIONS. Tenant or buyer agrees that three (3) parking spaces are available with this unit, plus striped area in front of garage. Additional parking is not available. All parking areas are common area, except striped area in front of garage.

2. Dumpsters are for office waste only. No worksite trash should be disposed of in these dumpsters. All garbage must be put into the dumpsters, no dumping outside of the dumpsters. Tires and Pallets are not to be disposed of in or around the dumpsters. All owners/tenants need to make arrangements to have pallets and tires hauled away.

THIS FORM MUST BE SIGNED BY ALL PURCHASERS/TENANTS

BUYER/TENANT Signature _____ Date _____

BUYER/TENANT Signature _____ Date _____

For Office Use Only: _____ Approved _____ Disapproved _____ Date: _____

Signed by: _____ Title: _____

Tollgate Business Park II

RULES & REGULATIONS

Effective April 2021

(THIS IS A SUMMARY OF THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF TOLLGATE BUSINESS PARK II CONDOMINIUM)

14. OWNERSHIP AND USE RESTRICTIONS. Ownership and use of Condominium Property shall be in accordance with the following use restrictions and reservations:

14.1 Occupancy of Units. No person may sleep overnight in a Unit or reside in a Unit.

14.2 Nuisance. The Condominium Property shall not be used for any immoral, improper or unlawful purpose and no use or behavior shall be allowed which will create a public or private nuisance, nor which shall unreasonably interfere with the quiet possession or enjoyment of the Condominium Property, nor which becomes a source of annoyance to the Condominium Unit Owners or Tenants, or which will increase insurance rates. All property shall be kept in a neat and orderly manner. The Common Elements shall be used for the purpose of furnishing services and facilities as herein provided for the welfare and enjoyment of such Unit Owners and Tenants. The Condominium Property shall be used in accordance with all federal, state, and local laws and ordinances. No noxious or offensive odors shall be permitted.

14.3 Garbage. All garbage rubbish must be placed in appropriate trash cans or containers designed for that purpose. Tires may not be disposed of in the garbage receptacles located on the common Elements. Garbage/waste to be discarded in designated community garbage receptacles is waste generated as office materials.

No job site waste material is to be discarded in designated community garbage receptacles, including a prohibition on discarding furniture, doors, windows, pallets, etc.

14.4 Units. Each unit shall be used and occupied for commercial warehouse, storage, and related office and reasonably related commercial purposes, or such other lawful purpose as may be approved by the association, and shall be used only for purposes which are consistent with and appropriate to the design of the building, and for which adequate ventilation, plumbing, parking and similar and related facilities exist. Each business operating within a Unit must have a proper commercial license, as issued by the respective governmental entity.

14.5 Common Elements. The Common Elements shall be used only for the purposes for which they are intended in the furnishing of structure, access, services and facilities for the use of the Units.

14.6 Signs, Advertising. No Owner or Tenant of a Unit shall place or maintain any advertising matter visible from the exterior of his Unit, or install any sign, awning or canopy, decoration, lettering, or advertising matter or other thing of any kind on any exterior door, wall or window

of the Common Elements or Limited Common Elements, without the written approval of the Association, through the Board of Directors. As a part of the Rules and Regulations described in Section 14.14, the Association may establish reasonable and uniform regulations permitting the placement and maintenance by each Owner, as to his individual Unit, of identifying signs and insignia of such size and materials and in such locations as shall be architecturally suitable and appropriate to the design and function of the building.

14.7 Lawful Use. No unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium Property shall be the same as the responsibility for the maintenance and repair of the property concerned.

14.8 Pets. No pets, animals, livestock, or poultry of any kind, including common household pets, shall be raised, bred or kept in any Unit or on the Common Elements at any time. No pets of any kind shall be permitted upon the Condominium Property at any time.

14.9 Rental and For Sale Signs. No signs advertising the rental or sale of Units or other signs of any nature may be posted on the Condominium Property, including building exteriors or doors and windows of the Units, without the prior written approval of the Association. "For Sale" or "For Rent" signs, not to exceed 24" by 24" may be attached to the window area of a Unit.

14.10 Exterior Improvements. No Unit Owner shall cause anything to be applied or attached to, hung, displayed or placed on exterior walls, doors or windows of any building (including awnings, antennae, signs, without the prior written consent of the Association.

14.11 Alterations- No Unit Owner shall make, allow or cause to be made, any structural addition or alteration of this Unit or the Common Elements without the prior written consent of the Association, as provided elsewhere herein.

14.12 Parking. The following parking restrictions must be adhered to by all Unit, Owners, Tenants, and/or guests:

- (a) Automobiles, commercial vehicles shall fit within the respective parking spaces(s), may not obstruct ingress and egress of other vehicles and may not impair or prevent landscaping maintenance by the association.

- (b) Each Unit is allowed the exclusive right park permitted vehicles in the striped parking space located in front of the garage door appurtenant to a respective Unit.

- (c) The Board shall have the authority, but not the obligation, to assign parking spaces to Unit Owners, however, no Unit will be assigned or permitted to utilize more than three assigned exclusive parking spaces.

- (d) No vehicular repair or maintenance shall be performed on the Condominium Property except for emergency repairs sufficient to either start or tow a vehicle therefrom.

- (e) No vehicle may be parked in the outdoor parking areas for longer than three (3) days (i.e. more than 72 consecutive hours) and the Association shall have the right to

remove a vehicle parked for longer than three (3) days (i.e. more than 72 consecutive hours).

(f) All vehicles parked on Condominium Property must be drivable.

(g) All vehicles parked on Condominium Property must not block other vehicles.

(h) All vehicles must be properly registered with the respective governmental entity.

(i) Enforcement. The cost of removal of any vehicle violating these provisions shall be charged as a special Assessment against the Owner causing or allowing, or whose Tenant caused for allowed said vehicle to be parked. Unit Owners will be held responsible for any violation of the parking restrictions contained herein committed by their Tenant or Guest and, as a result, Unit Owners shall also be responsible to ensure that these parking restrictions are properly enforced and adhered to.

(j) Additional Restrictions. The Board of Directors shall have the right to adopt additional parking restrictions through amendments to the Rules and Regulations.

14.13 Hurricane Shutters. Units with hurricane shutters must install (close) the hurricane shutters after the issuance of a hurricane watch by the National Hurricane Center for an area encompassing the Condominium Property, and failure to do so will create a presumption of negligence.

14.14 Rules and Regulations and regulations concerning use of the Condominium Property (Rules and Regulations) may be made and amended from time to time by the Board; the procedure Rules and Regulations shall not be construed as amendments to the declaration and need not be recorded in the public records to be effective. All Rules and Regulations shall be uniformly applied and enforced. Copies of Rules and Regulations and amendments therefore shall be furnished by the Association to all Unit Owners and tenants of the Condominium upon request. The Board may require that all Tenants execute a document confirming that they have read the Rules and Regulations.

15. LEASING. The lease of a Unit is defined as occupancy of the Unit by any person other than the Unit Owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, or any other exchange of value). The term "leasing" and "renting" shall be used interchangeably for the purpose of this Declaration. The term "Tenant" and "Lessee" shall likewise be used interchangeably. All leases must be in writing. Should a Unit Owner wish to lease his Unit, he shall furnish the Association with a copy of the proposed lease, the name of the proposed Lessee, the names of all proposed Tenants, and such other information as the Association may reasonably require. Any person occupying the Unit as a Tenant after initial approval shall be subject to a separate application and approval process. The Association shall have thirty (30) days from the receipt of notice and all required information within which to approve or disapprove of the proposed lease or proposed Lessees. The Association shall give the Unit Owner written notice of its decision within said period. "Rent-sharing" and subleasing are prohibited. A copy of the applicable business license

must be provided to the Board of Directors within thirty (30) days of the commencement of the Lease. All leases shall be for a minimum period of one (1) year or 365 continuous days. Leases may be extended or renewed, subject to Board approval. No Unit Owner, nor anyone on their behalf, shall publish or cause to be published any advertisement of any type in any form of media, including but not limited to television, radio, internet website, newspaper, magazine, or trade publication, the indicates that a Unit may be leased for anything less than the minimum period of (1) year or 365 continuous days.

A copy of the Amended and Restated Declaration of Condominium of Tollgate Business Park II Condominium Association, Inc are available on request.

ALL PARKING IS COMMON AREA, EXCEPT STRIPED AREA AND HANDICAP PARKING, EACH UNIT HAS THREE (3) UNITS OF PARKING, STRICTLY ENFORCED.

Garbage containers are locked, and must stay locked, NO JOB SITE WASTE.

Signature

Date

Signature

Date

Board Approval –

Board Member

Date

Printed Name