

*Welcome
to
The Greens at
Fountain Lakes
Condominium
Association, Inc.*

Professionally Managed by:



8840 Terrene Court, Suite 102
Bonita Springs, FL 34135
(239) 454-8568
Fax: (239) 454-5191

FREQUENTLY ASKED QUESTIONS AND ANSWERS SHEET

THE GREENS AT FOUNTAIN LAKES CONDOMINIUM ASSOCIATION, INC.

As of: January 1, 2019

Q: What are my voting rights in the Condominium Association?

A: The owners of each Unit shall be entitled to one (1) vote on each issue which comes before the Condominium Association requiring Unit Owner approval. If a Unit is owned by more than one person or by an entity [i.e., a corporation, partnership or trust, the Unit Owner shall file with the Condominium Association a voting certificate designating the person entitled to vote for the Unit. The designation made by voting certificate may be changed at any time by the owners of the Unit. On certain matters such as waiving or reducing reserves; waiving financial statements; or amending the declaration, articles or bylaws a limited proxy may be given by the unit owner to another person to cast a vote for the unit owner in his or her absence. Unit Owners should be aware that most day to day decisions of the association are made by the Board of Directors and do not require a vote of unit owners.

Q: What restrictions exist in the condominium documents on my right to use my Unit?

A: In order to establish harmony in the community, the condominium documents establish certain restrictions on the permitted uses of Units. The following is a brief summary of certain of the restrictions applicable to all Units. The Units are to be used for residential purposes only, whether for permanent or temporary use. Please see section 17.1 of the Declaration of Condominium and Section III.C.25 of the Master Covenants for specific details; Children - Although children are required to be supervised when using recreational and common facilities, there are not any limitations on children residing in the community; Pets - No Owner occupant of a Unit, including lessees and guests, shall be permitted to maintain any animals in their Unit or the Condominium Property except as permitted herein. Each Owner, regardless of the number of joint owner or occupants of a Unit may maintain two 2 household pets except fish and birds for which there is no limit on the number in his/her Unit (i.e., 1 cat and 1 dog or 2 dogs or 2 cats), to be limited to dogs and/or cats or other household pets defined as such and specifically permitted by the Condominium Association such as fish and caged domestic-type birds, provided that such pets are (I) permitted to be kept by applicable laws, (ii) not left unattended on balconies, except that bird cages are not permitted in balconies, (iii) generally, not a nuisance to residents of other Units or of neighboring buildings, and iv not a Rottweiler, Doberman Pincher, Presa Canario, Chow, wolf hybrid, Akita, Huskie or any breed of bull terriers or similar dog commonly referred to as a "pit bull" or other breed considered to be dangerous by the Board of Directors; Alterations - Generally, a Unit Owner is not permitted to make any alterations to his unit or the common elements without first submitting plans for same to the Board of Directors and receiving approval, except that any Unit Owner may display one portable, removable United States flag in a respectful way. The Board of Directors of the Condominium Association is authorized to make their decisions on purely aesthetic grounds, and may condition approvals as it deems appropriate. Please see Section 9.1, 9.2 and 17.4 of the Declaration of Condominium for specific details; Use of Common Elements and Association Property - The Common Elements and Association Property shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units; Nuisances - Except as may be provided in the Declaration of Condominium, a Unit Owner or occupant shall not commit or permit any nuisance, nor any hazardous or illegal act, in his Unit or on the Common Elements, or permit or suffer anything to be done or to be kept in his Unit which will increase the insurance rates on his Unit or the Common Elements or which will obstruct or interfere with the rights of other members or annoy them by unreasonable noises or otherwise; Hurricane Shutters - The Board of Directors shall, from time to time, establish hurricane shutter or laminated glass specifications which comply with the applicable building code, and establish permitted colors/tints, styles and materials for hurricane shutters or such laminated glass. The Condominium Association shall approve the installation or replacement of hurricane shutters or laminated glass, as applicable, conforming to the Board's specifications; Mitigation of Dampness and Humidity - No Unit Owner shall install, within his or

her Unit, or upon the Common Elements or Association Property, non-breathable wall coverings or low-permeance paints; Mining or Drilling - There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise; Clothes Drying Areas - No portion of the Property shall be used as a drying or hanging area for laundry of any kind unless the drying or hanging area is not visible from any portion of the Property other than the portion owned by the person owning such drying or hanging area for laundry; Use of Water Areas - Boats and other vehicles containing gas, diesel or other form of combustion engines are prohibited upon the Water Areas unless such portion of the Water Area is specifically designated for boat and other vehicle storage, docking, or launching, or within which swimming is permitted; Vehicles - Only such vehicles as are permitted to park without limitation on the Property by Condominium Association rules or are consented to by the Condominium Association shall be permitted to park on Common Elements. No boats may be kept on Property except as provided in the Master Covenants; Prohibited Structures - Except for the structures permitted on the Common Elements, no structure of a temporary character including, but not limited to, trailer, tent, shack, shed, barn, or out building shall be parked or erected on the Property at any time without the prior written consent of the Master Association; Exterior Lighting - All exterior lighting of structures or landscaping shall be accomplished in accordance with plans approved in writing by the Master Association; TV/Radio Antennae and Satellite Dishes - No radio station or short-wave operations of any kind shall operate from any Unit, Limited Common Elements or Common Elements. Except to the extent permitted under applicable laws, no exterior satellite dish, or other transmitting or receiving apparatus, radio antenna, television or other antenna of any type shall be erected or maintained on the Common Elements, Limited Common Elements, or Units, without the prior written consent of the Association. No outside television, radio or other electronic towers, aerials, antennae, satellite dishes or devise of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted on any Unit, unless expressly approved in writing by the Board of the Master Association, except this prohibition shall not apply to those antennae specifically covered by 47 CFR Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Federal Telecommunications Act of 1996, as amended from time to time; Litter - No garbage, trash, refuse, or rubbish shall be deposited, dumped or kept upon any part of the Property except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the Condominium Association and in proper-sized, closed plastic bags for curb side pickup as required; Amateur Radio Transmission - No amateur radio transmission equipment shall be operated or permitted to be operated in the Property without the prior written consent of the Board of the Master Association; Storage - Nothing shall be stored, constructed within, or removed from the Common Elements except with the prior written approval of the Master Association; Signs - No sign, advertising or notice of any type shall be permitted on the Common Elements unless specifically permitted by the prior written consent of the Board of the Master Association; Air Conditioning Units - Wall and window air conditioning units shall be permitted only with the prior written consent of the Master Association. Solar Collectors - Solar collectors other than those installed by the Developer shall only be permitted with the prior written consent of the Condominium Association; Floor Coverings - No hard surfaced floor coverings such as wood, tile, marble and stone shall be installed in any Unit or its appurtenant Limited Common Elements unless same is installed with sound absorbing backing meeting the requirements, from time to time, of the Association.

Q: What restrictions exist in the condominium documents on the leasing of my Unit?

A: Leasing of Units is permitted, provided that every lease of a Unit, be it oral or written, shall be deemed to require that the tenant thereof be governed by and comply with the provisions of the Declaration, the By- Laws, the Articles of Incorporation and any applicable Rules and Regulations of the Association and every lease of a Unit must include a provision that grants the right of cancellation by the Condominium Association in the event of any violation by the tenant of any of the provisions of the documents governing the Condominium. A Unit may not be leased for a term of less than ninety 90 consecutive days and no Unit may be leased more than twice in any twelve 12 month period. A Unit Owner and a tenant or occupant of his Unit is jointly and severally liable for the tenant's or occupant's violation of any provision of the Declaration of Condominium and the Condominium Association's Rules and Regulations. All leases shall provide or shall be deemed to provide if not provided in the lease that the Condominium Association shall have the right to (i) terminate the lease upon default by the tenant

in observing any of the provisions of the Master Covenants, the Declaration, the Articles or By-Laws of the Association, the applicable rules, or other provisions of any document governing the Condominium, and (ii) to collect all rental payments due to the Owner and apply same against unpaid Assessments if, and to the extent that, the Owner is in default in the payment of Assessments. All leases are made subordinate to any lien filed by the Condominium Association, whether prior or subsequent to such lease.

Q: How much are my assessments to the Condominium Association for my Unit type and when are they due?

A: Each Unit is assessed a portion of the overall Estimated Operating Budget of the Condominium Association based upon the relative size of the particular Unit in proportion to the size of the other Units in the Condominium. The specific percentage attributable to the Units is set forth in Exhibit "3" to the Declaration of Condominium. Based upon the current Operating Budget of the Condominium Association, each Unit pays quarterly installments of the annual assessment in the amounts ranging from \$1,052.00 to \$1,466.00, depending on the Unit type.

Q: Do I have to be a member in any other association? If so, what is the name of the association and what are my voting rights in this association? Also, how much are my assessments?

A: The Condominium Association is a member of Fountain Lakes Community Association, Inc. the "Master Association". Votes of Members of the Condominium Association shall be cast by their Representative the President of the Condominium Association or the person designated in the President's written proxy. Such votes of the Members shall be cast by the Representative in the manner provided for in the Articles and the articles of incorporation and by-laws of the Condominium Association. The Master Association assessments are included in the budget for the Condominium Association.

Q: Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?

A: No

Q: Is the Condominium Association or any other mandatory membership association involved in any court cases in which it may face liability in excess of \$100,000.00? If so, identify each such case?

A: The Condominium Association is not presently a party to any litigation.

**Note: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE.
A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO,
THE SALES CONTRACT, AND THE CONDOMINIUM DOCUMENTS.**

The Greens at Fountain Lakes Condominium Association Inc.
Board of Director's 2019 Approved Budget
For the Period of January 1, 2019 through December 31, 2019

144 Units

GL	Income	2018 Approved Budget	Actual 9/30/2018	Estimate 12/31/2018	2019 Budget
4145	Operating Assessments	570,967	426,332	570,967	585,445
4150	Reserve Assessments	82,306	61,875	82,306	104,489
4190	Special Assessment		124,272	124,272	
4200	Late Fees/Interest	-	1,078	1,078	-
	Sales/Transfer Fees	-	-	-	-
4295	Miscellaneous Income/Rental/application Fees	-	1,482	1,482	-
	Operating Interest	-	-	-	-
4250	Reserve Interest	-	928	928	-
	Prior Year Surplus/(Deficit)	-	-	-	-
	Total Income	653,273	615,965	781,033	689,934
	Administrative Expenses				
6040	Management / Accounting Fee	29,808	22,356	29,808	31,968
6050	Office Expense	3,000	2,345	2,700	2,700
6052	Postage	900	1,377	1,500	1,500
6051	Web-Site Hosting	840	150	840	840
6028	Fees to Division	62	61	62	62
6070	Permits / Taxes	1,200	1,234	1,234	1,300
6010	Bad Debt/Uncollectible Fees.	28,000	-	14,000	14,000
	Total Administrative Fees	63,810	27,523	50,144	52,370
	Professional Fees				
6056	Legal Fees	2,500	3,830	4,500	3,500
6057	Legal Delinquent Accounts	15,000	(616)	1,500	5,000
6055	Accounting Fees/Taxes	4,500	-	4,500	4,500
	Total Professional Fees	22,000	3,213	10,500	13,000
	Insurance				
6311	Annual Insurance Appraisal	285	284	284	284
6310	Property (Insurance Package.)	85,000	47,263	78,000	85,000
	Insurance Deductibles				
6312	Wind Mitigation Reports (completed in 2018)	1,500	900	900	-
	Total Insurance Related Expenses	86,785	48,447	79,184	85,284
	Utilities				
6100	Electricity	13,000	7,888	12,000	12,500
6105	Irrigation Water	8,000	6,949	9,500	10,000
6110	Trash Removal/Recycling	12,000	12,725	16,000	16,000
6120	Water/Sewer	118,000	86,927	116,000	119,000
	Total Utilities	151,000	114,490	153,500	157,500
	Building Maintenance				
6190	Building Maintenance & Repairs	18,000	14,323	18,000	18,000
6192	Building Maintenance & Repairs Interior	15,000	24,414	28,000	20,000
6194	Janitorial Services	18,540	14,376	18,540	18,540
6191	Building/Janitorial Supplies	600	1,147	1,250	1,250
6230	Pest Control Contract	1,200	1,000	1,200	1,200
6231	Pest Control Termite	6,400	1,200	6,400	6,400
6213	Fire Alarm/Extinguisher Inspection	2,200	1215	2,200	2,200
6214	Fire Alarm/Extinguisher Repair	2,300	2860	2,860	2,300
	Total Building Maintenance	64,240	60,534	78,450	69,890
	Grounds Maintenance				
6145	Grounds Maintenance/Repairs	10,000	7,296	8,500	10,000
6160	Landscape Contract	33,952	21,554	33,952	34,971
6141	Irrigation Repairs / Maintenance	3,000	1,423	1,600	2,500
6162	Sod/Plantings/Other	8,000	5,489	6,000	7,500
6165	Tree Trimming /Mulch	7,000	7,721	8,000	7,000
6196	Pressure Cleaning Exteriors/Gutter	6,000	6,801	6,801	7,000
6170	Pool Maintenance Contract	7,000	4,326	7,000	7,210
6172	Pool Equipment Repairs	3,500	3,919	4,200	3,500
6235	Special Assessment		8,661	8,661	-
6240	Hurricane Cleanup		13,012	13,021	-
	Total Grounds Maintenance	78,452	80,202	97,735	79,681
	Miscellaneous				
6300	Master Association Fee	103,680	77,760	103,680	126,720
6020	Contingency	1,000	398	400	1,000
	Total Miscellaneous Expenses	104,680	78,158	104,080	127,720
	Total Operating Expenses	570,967	412,566	573,593	585,445
	Reserves	82,302	62,746	82,302	104,489
	Total Common Expenses & Reserve	653,269	475,313	655,895	689,934

The Greens at Fountain Lakes
2019 Approved Budget

Reserves For Capital Expenditure and Deferred Maintenance
For the Period of January 1, 2019 through December 31, 2019

Item	2019				Additional Funding in 2018	*Estimated Reserve Balance 12/31/2018	Additional Reserves Required	Annual Funding Required In 2019
	Estimated Life When New (Years)	Estimated Replacement Cost	Estimated Remaining Life (Years)	Current Reserve 9/30/2018				
Roofs + 20%	15	288,000	4	107,326	7,804	115,130	172,870	43,217.46
Roofs 3120 +20%	15	36,000	13	3,107	536	3,643	32,357	2,488.99
Painting	8	90,000	5	37,331	2,611	39,942	50,058	10,011.58
Asphalt Replacement + 30,000	20	120,000	4	30,199	3,518	33,717	86,283	21,570.71
Deferred Maint & Capital Expenditures	10	30,000	9	2,250	750	3,000	27,000	3,000.00
Pool Resurfacing.	10	12,000	4	-	-	-	12,000	3,000.00
Pool Deck Re-surface	10	34,155	8	26,983	599	27,582	6,573	821.65
Pool/Heater/Equipment	10	10,473	0	10,473	-	10,473	-	-
Pool Building	40	75,000	29	1,875	625	2,500	72,500	2,500
Blids/Grnds/Landscape	30	85,000	25	2,452	817	3,269	81,731	3,269.24
Exterior Lighting Bld & Grounds	20	24,000	19	900	300	1,200	24,000	1,263.16
Awnings	20	30,000	18	1,184	395	1,579	30,000	1,666.67
Handrails	40	60,000	29	1,500	500	2,000	60,000	2,068.97
Concrete Walkways	20	10,000	4	1,500	500	2,000	10,000	2,500.00
Rubbish Enclosures	15	20,000	12	1,154	384	1,538	20,000	1,666.67
Tennis Court Painting	6	6,000	2	1,500	500	2,000	6,000	3,000.00
Tennis court Repaving	20	12,000	9	900	500	1,400	12,000	1,333.33
Uninsured Loss Deductible	5	10,000	3	6,250	417	6,667	3,333	1,111
Unallocated Interest				1,530		1,530		0
Totals		952,628		238,414	20,756	259,170	706,704	104,489

Notes: For 2019, roof cost have escalated by 40%, as we believe in four years cost will reduce as the demand decreases we are using a 20% increase instead of a 40%. If cost do not reduce a special assessment will be needed at the time of roof replacement to pay the shortfall if any.

Asphalt replacement was increased to reflect a more accurate estimate of that expense.

The concrete walkway reserve is not ment to be a full replacement of all concrete but rather an amount ample to fund replacement of concrete in small areas as needed and when needed.

Reserve replacement cost and estimated remaining useful lives are projections based on estimates. Even if the Association is currently fully funding the reserves, the accumulated amounts may not be adequate to meet all future repairs and replacements. If additional funds are needed the Association has the right to increase regular assessments, levy special assessments borrow or delay repairs and replacement until funds are available.

The Greens at Fountain Lakes

144 Units

2019 Approved Budget

Reserve & Assessment Schedule

For the Period of January 1, 2019 through December 31, 2019

Fees Designated by units as follows	Number off units	Percent of Total Budget	2019 Operating Budget	Annual Operating Assessment Per Unit Type
1 Bed-1Bath	72	43.90%	\$585,445.00	\$3,570.00
2 Bed -1Bath	36	25.50%	\$585,445.00	\$4,147.00
2 Bed - 2 Bath	36	30.60%	\$585,445.00	\$4,976.00
	144	100%		
Fees Designated by units as follows	Number off units	Percent of Total Budget	2019 Reserve Budget	Annual Reserve Assessment Per Unit Type
1 Bed-1Bath	72	43.90%	\$104,489.00	\$637.00
2 Bed -1Bath	36	25.50%	\$104,489.00	\$740.00
2 Bed - 2 Bath	36	30.60%	\$104,489.00	\$888.00
	Number off units	Annual Operating Assessment Per Unit Type	Annual Reserve Assessment Per Unit Type	Total Annual Assessment Per Unit Type
1 Bed-1Bath	72	\$3,570.00	\$637.00	\$4,207.00
2 Bed -1Bath	36	\$4,147.00	\$740.00	\$4,887.00
2 Bed - 2 Bath	36	\$4,976.00	\$888.00	\$5,864.00
1 Bed-1Bath	2019	Quarterly	Assessment	\$1,052
2 Bed -1Bath	2019	Quarterly	Assessment	\$1,222
2 Bed - 2 Bath	2019	Quarterly	Assessment	\$1,466

Maintenance Fees

4/11/2019

Association	Cycle	Periodic Fee
Greens (1 bed 1 bath)	Quarterly	\$1,052.00
Greens (2 bed 1 bath)	Quarterly	\$1,222.00
Greens (2 bed 2 bath)	Quarterly	\$1,466.00
Total		

The Greens at Fountain Lakes Condominium Association, Inc.

C/o Pegasus Property Management
8840 Terrene Ct, Suite 102
Bonita Springs, FL 34135
Office: 239-454-8568

Date: _____ **Must be submitted no less than twenty (20) days prior to closing.**

I (We) hereby supply the following registration information for unit # _____, located at

Name of Purchaser: _____

Name of Co-Purchaser: _____

The Declaration of Condominium of The Greens at Fountain Lakes states that all units are for single family residence only. Please list the name, relationship and age of all other persons who will be occupying the unit regularly:

Name	Relationship	Sex	Age
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_____	_____	_____	_____
_____	_____	_____	_____

Pets (number and kind): _____

Current address: _____ Home telephone #: _____

Occupation or business: _____ Business phone #: _____

Business address: _____

Automobile make, model, year: _____ License #: _____ State of Registry: _____

Automobile make, model, year: _____ License #: _____ State of Registry: _____

I (We) purchase this unit with the intention to:
_____ reside here on a part-time basis, _____ lease the unit, _____ reside here on a full-time basis,

Closing Date: _____ Title Company: _____

Mailing address for all notices connected with this registration if different from the Fountain Lakes address:

APPLICATIONS ARE NOT COMPLETE WITHOUT THE FOLLOWING AND WILL BE RETURNED TO THE REGISTRANT.

- Sales Contract
- Mail all the application to: The Greens at Fountain Lakes – 8840 Terrene Ct. Unit 102 Bonita Springs, FL 34135
- Attached is a check for \$100.00 payable to Pegasus Property Management which is a transfer fee and is non-refundable.

I (We) certify that the statements made herein are true, complete and correct in every respect to the best of my (our) knowledge. By my (our) signature(s) below I (we) always acknowledge that I (we) have received a copy of the Condominium Documents of The Greens at Fountain Lakes Condominium Association and agree to abide by them.

- No parking on the grass when loading/unloading any items or receiving deliveries and services.
_____ (initial(s))

Purchaser

Purchaser

ACTION BY THE BOARD OF DIRECTORS

REVIEWED AND COMPLETE _____

DATE OF ACCEPTANCE ____/____/____

BY: _____
ASSOCIATION PRESIDENT/SECRETARY

OR

MANAGER, as Secretary for the Association

Owners Pet Registration Form

Date: _____

Name of Unit Owner: _____

Unit Address: _____

Contact Information: Phone: _____ Cell # _____

Email Address: _____

Pet Information:

Two household pets per unit (not Rottweiler, Doberman, Presa Canairo, Chow, Wolf Hybrid, Akita, Huskie or any breed of Bull Terriers, Pit Bull or other similar dangerous breeds.)

Type: (Dog, Cat) _____ Name: _____

Breed: _____ Tag Number (from Mgmt): _____

Type: (Dog, Cat) _____ Name: _____

Breed: _____ Tag Number (from Mgmt): _____

****Each pet will receive a pet registration tag with the name of pet, name of owner, unit # and phone #. The cost of each tag is \$10 by check or money order made payable to The Greens.**

Please attach:

- Dog's current vaccination record (available from Veterinarian)
- Photo of your dog or cat

Neither the board nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing and any occupancy of a unit committing such a violation shall fully indemnify and hold harmless the Board of Directors, the Developer, each unit owner and Association in such regard.

Signature: _____ Date: _____

Signature: _____ Date: _____

**THE GREENS AT FOUNTAIN LAKES CONDOMINIUM
ASSOCIATION, INC.**

MAINTENANCE RESPONSIBILTIIY CHECKLIST

Modified 12/1/2018

ITEM	OWNER	ASSOCIATION
Air Conditioner, Condenser, Air Handler & Pad,	X	
A/C Vents & duct work, Freon lines and electrical	X	
Appliances, water lines to fridge, washer, dishwasher	X	
Hot Water Tank (ten year life expectancy)	X	
Garbage Disposal	X	
Buildings - Resident		
Radon Equip/Ext-Filters	X	
Exterior Radon Vent Covers	X	
Baseboard/casing all interior trim, doors & cabinets	X	
Doors:		
Front Entry- Exterior Replace/Paint	X	
Front Entry Door – Clean/hardware/handle	X	
Sliding Glass – Exterior Lanai Doors	X	
Lanai Storage Closet Door (IF ANY)	X	
Interior Attic door(s)	X	
Door Bells	X	
Dry Wall due to water damage (See Note 1)		X
Dryer Vent – clean or replace flapper/cage		X
Electrical Wiring and all components from meter on	X	
Fire Extinguisher – Exterior by Front Entry		X
Fire Extinguisher – Inspection & Recharge		X
Floor coverings including underlayment	X	
Gutters and Down spouts- clean/replace		X
House Numbers		X
Hurricane Shutters	X	
Lanai:		
Painting and Maintenance of: Floor, Walls, Ceiling,	X	
Screens and Frames	X	
Lighting – Exterior-excluding front door light		X
Mail Box Keys and Lock	X	
Painting – Exterior		X
Rodent issue in attic – Pest Issue		X
Plumbing fixtures, valves, supply lines, drain lines	X	
Power Washing Roofs if needed		X
Roof		X
Shower valves, pans, drain lines, doors, surround, tile	X	
Smoke Detectors	X	
Exterior Stucco		X

Hose Bib/Exterior	X	
Windows - Exterior (including functionality)	X	
W-Caulking (at time of building painting by Association)	X (if needed otherwise)	X

ITEM	OWNER	ASSOCIATION
Pavers – Driveway/ Walkways		
Leveling		X
Oil Spots	X	
Power Washing		X
Replacing		X
Sealing		X
Pest Control		
Building Perimeter		X
Interior of Unit-Owner request (call PMP)		X
Streets		
Curbs, Catch Basins		X
Asphalt		X
Utilities		
Cable - Exterior. Comcast	Not Applicable	Not Applicable
Cable - Interior	X	
Electric - Exterior Florida Power & Light	Not Applicable	Not Applicable
Electric – Interior	X	
Internet - Exterior Comcast	Not Applicable	Not Applicable
Internet - Interior	X	
Sanitary Sewer in Street Lee County	Not Applicable	Not Applicable
Sanitary Sewer from clean out to Street		X
Sanitary Lines; inside drain lines to exterior clean out	X	
Telephone- Exterior	Not Applicable	Not Applicable
Telephone – Interior	X	
Water (Domestic) in Street Lee County	Not Applicable	Not Applicable
Water (Domestic) from building condo unit shut off	X	

Note 1- Drywall damage must be inspected and authorized by Management Company and/or Insurance Claim Representative, prior to repair. Drywall repair contractor shall be selected by The Greens at Fountain Lakes Condominium Association. Repair work shall consist only of: damaged drywall removal, drywall replacement,

taped.

Painting/wall covering and all other water damage related costs are the responsibility of the owner.

Note 2- Architectural Modification Items that require Board approval are listed on Architectural Modification Form including items requiring Collier County Building Permit and Inspection.

Note 3- AB. WATER DAMAGE CAUSED BY OWNER NEGLIGENCE

In 2011 the Florida legislature made changes in the Condominium Association responsibilities for water damages. As a result the Association needs to clarify the responsibility of the Association and the Owner in this case. The following rules define Owner responsibility in accordance with the new Florida Statutes.

If a leak occurs as a result of any of the below items, the Owner will be held strictly liable for all damage caused to the Unit, common elements, Association property, other Units or other property damaged by such leak. Failure to do these items is prima facie evidence of negligence and makes the Unit Owner liable for all resulting damage.

When a Unit is unoccupied for more than 48 hours the Owner must shut off the water at the Unit's main valve.

The drain line of the Owner's air conditioning unit is required to be vacuumed or blown out and cleaned at least twice each year (your service company will know). The Owner must maintain the service documents that state the yearly cleanout service was provided.

Owners are required to have all water supply hoses made from metal piping or metal braided hose lines. These include washing machines, dish washers, toilets, kitchen/bath room/utility room sinks and water filters. (Refrigerator lines must be replaced using metal braided hoses when remodeling kitchen)

The life expectancy of appliances requires replacement when that time period has passed to avoid potential water damage. If an owner decided to keep an appliance beyond the useful life expectancy they do so accepting that risk and agree to pay for any damaged caused by such appliance. Dishwashers are to be replaced after 14 years, refrigerators after 10 years,

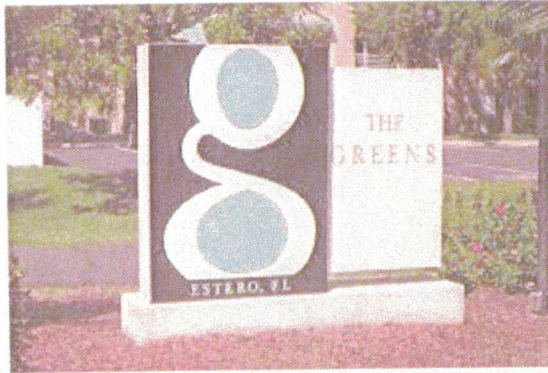
hot water tanks after 10 years. Washing machines after 12 years, instant hot water makers after 5 years, water filter systems as directed by the manufacturer, kitchen sink disposal after 10 years, check drain line from dishwasher yearly.

If you have concerns or questions please contact PMP at 239-353-1992.

The Greens at Fountain Lakes

Rules and Regulation

Revised 9/1/2018



1. **Common Element Obstructions:** The sidewalks, entrances, passages, lobbies and hallways and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property; nor shall any cars, bicycles, carriages, chairs, tables or any other objects be stored therein, except in area if any designated for such purposes.
2. **The personal property** of Unit Owners and occupants must be stored in their respective Units.
3. **Balcony:** No articles other than patio type furniture shall be placed on the balconies, patios or other Common Elements. No linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, balconies, terraces or other portions of the Condominium Property.
4. **Cleaning:** No Unit Owner or occupant shall permit anything to fall from a window or door of the Condominium or Association Property, nor sweep or throw from the Condominium or Association Property any dirt or other substance onto any of the balconies or elsewhere in the Building or upon the Common Elements.
5. **Trash:** No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements of the company or agency providing Trash removal services for disposal or collection shall be complied

with. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

- a. **Bulk items** may be placed outside the dumpsters once a week on Wednesday evening for pickup on Thursday or Friday.
 - b. **Refuse Recycling** goes into the blue totes provided. Trash is not to be set on the ground. All rubbish must be placed inside the 6-yard trash containers.
6. **No repair of vehicles:** shall be made on the Condominium Property.
7. **Noise:** No Unit Owner or occupant shall make or permit any disturbing noises by himself or his family, servants, employees, pets, agents, visitors or licensees, nor permit any conduct by such persons or pets that will interfere with the rights, comforts or conveniences of other Unit Owners or occupants. No Unit Owner or occupant shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound producing device in his Unit in such a manner as to disturb or annoy other residents. No Unit Owner or occupant shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time, which disturbs other residents.
8. **Signs:** No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium or Association Property, except by the Board or signs promoting the activities from the Commercial Lots, as permitted by the Master Covenants. Except only as may be permitted by the Master Covenants, no awning canopy, shutter or other projection shall be attached to or paced upon the outside walls or roof of the Building or on the common Elements, without the prior written consent of the Board of Directors of the Association.
9. **No flammable,** combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Elements.
10. **Seasonal Owners:** A Unit Owner or occupant who plans to be absent during the hurricane season **must prepare his Unit prior to his departure** by designating a responsible firm or individual to care for his Unit should a hurricane threaten the Unit, or should the Unit suffer hurricane damage, and shall provide the Association with the names and contact information of such firm or individual.
11. **Exterior of Units:** A Unit Owner or occupant shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, windows or other surfaces of the Building. Notwithstanding the

foregoing, a Unit Owner may display one portable removable United States flag in a respectful way. Additionally, on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, may display in a respectful way one portable, removable official flag, not larger than 4 ½ feet by 6 feet, that represents the United States Army, Navy, Air Force, Marine Corps or Coast Guard. Curtains and drapes or linings thereof which face on exterior windows or glass doors of Units shall be subject to disapproval by the Board, in which case they shall be removed and replaced with acceptable items.

12. **Air Conditioning units:** No air-conditioning units may be installed by Unit Owners or occupants. No Unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass, unless approved, in advance by the Board of Directors in writing. No unsightly materials may be placed on any window or glass door or be visible through such window or transparent door.
13. **Children** will be the direct responsibility of their parents or legal guardians, including their supervision while within the Condominium Property. Parent or Guardian shall ensure children's full compliance with the Rules and Regulations of the Association. Loud noises will not be tolerated by adults or children. All children under twelve 12 years of age must be accompanied by a responsible adult when entering and or utilizing the recreational facilities.
14. **Animals:** Pets, birds, fish and other animals, reptiles or wildlife shall neither be kept nor maintained in or about the Condominium Property except in accordance with the following, in addition to the applicable terms of the Declaration:
 - a. Dogs and cats shall not be permitted outside of their owner's Unit unless attended by an adult and on a Lease not more than six 6 feet long. Said pets shall only be walked or taken upon those portions of the Common Elements designated by the Association for such purposes. In no event shall said pets be allowed on or within any Association recreational facilities.
 - b. Fish or caged domestic household type birds may be kept in the Units, subject to the provisions of the Declaration and any applicable governmental restrictions.
15. **Compliance:** Every Owner and occupant shall comply with the Rules and Regulations of the Association and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages,

injunctive relief, or any combination thereof. In addition to all other remedies, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation contained herein or in the Declaration, Articles of Incorporation or By-Laws. Any fines shall be imposed in accordance with the procedures set forth in the Association documents.

16. These rules and regulation shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium, provided that the provisions of same shall control over these rules and regulations in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted. All these rules and regulations shall apply to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted but not required to grant relief to one or more Unit Owners from specific rules and regulations upon written request thereof and good cause shown in the sole opinion of the Board.

17. **Parking:** No parking on the grass when loading unloading any items or receiving deliveries and services.

18. **Article 17, Section 3 was Amended April 2018:**

a. **17.3 Pet Restrictions:**

- i. No owner occupant of a Unit shall be permitted to maintain any animals in their Unit or the Condominium Property except as permitted herein. Each owner of a Unit may be limited to dogs and or cats or other household pets, provided that such pets are permitted to be kept by applicable laws, Not left unattended on balconies, not a nuisance to residents or other units or of neighboring buildings, and not a Rottweiler, Doberman Pincher, Presa Canairo, Chow, Wolf Hybrid, Akita, huskie or any breed of Bull Terriers or similar dog commonly referred to as "pit bull" or other breed considered to be dangerous by the Board of Directors. Provided that neither the Board nor the Association shall be liable for any personal injury, death or property damages resulting from a violation of the foregoing and any occupant of Unit committing such a violation shall fully indemnify and hold harmless the Board of Director, the Developer, each Unit Owner and the Association in such regard. Notwithstanding the foregoing, Unit Owners may maintain an unlimited number of fish or caged domestic type birds in his/ her unit. Bird cages are not permitted on balconies. No livestock or poultry shall be kept, raised or used upon any portion the Association Property. An Owner by the purchase of his Unit

agrees to Indemnify the Association and hold it harmless against loss or liability of any kind arising from his having any animal on the Property. The foregoing is subject to the provisions of the Master Covenants. Any landscaping damage or other damage to the Common Elements caused by a Unit Owners pet must be promptly repaired by the Unit Owner. The Association retains the right to affect said repairs and charge the Unit Owner thereafter. Without Limiting the generality of Section 18 hereof, a violation of the provision of this paragraph shall entitle the Association to all its rights and remedies, including but not limited to, the right to fine Unit Owners and or to require any pet to be permanently removed from the Condominium Property.

- ii. Except for the pets of any Tenant having a lease at the time this Amended Declaration is recorded in the public records, **no tenant shall be permitted to have a pet of any kind** within the Greens at Fountain Lakes. If any tenants are grandfathered under the prior sentence, no pet may be replaced after the recording of this instrument.

The Greens Condominium Association

Owner Questionnaire

Name: _____ Date: _____

The Greens Address: _____

Home Phone: _____ Alternate Phone: _____

E-mail address: _____

send mail to association address year round: yes / no

send to northern / alternate address from _____ to _____

Northern / alternate address: _____

City: _____ State / Zip: _____

Work Phone: _____ Home Phone: _____ E-mail address: _____

Do you rent your home? Yes / No **Annual or Seasonal?**

Rental Agent: _____ Phone: _____

Address: _____ Email: _____

Do you have someone looking after your home in your absence? ___ Yes ___ No **Persons to contact in the event of an emergency:**

Name: _____ Name: _____

Phone: _____ Phone: _____

Vehicle Information: (Please indicate if you leave vehicle on the property during your absence)

Make and Model: _____ Make and Model: _____

License Plate #: _____ License Plate #: _____

State: _____ State: _____

Pet Information: Do you own a pet? YES NO If yes, please list the type and size of each pet

Dog(s): _____

Cat(s): _____

Other: _____

I hereby agree and consent to have my telephone number(s) published in the Association's directory and/or website Yes / No

I hereby agree and consent to have my email address published in the Association's directory and/or website. Yes / No

All information is confidential and for association use only.

Please return this questionnaire to:

Pegasus Property Management, Inc.

8840 Terrene Court Suite 102

Bonita Springs, FL 34135

Phone (239) 454-8568 Fax (239) 454-5191

Email – reception@pegasuscam.com

The Greens at Fountain Lakes Condominium Association, Inc.

C/o Pegasus Property Management
8840 Terrene Ct, Suite 102
Bonita Springs, FL 34135
Office: 239-454-8568

OWNER INFORMATION CONSENT FORM

Name: _____ Date: _____

Address: _____

Sub Association: _____

Local Phone #: _____ Cell Phone #: _____ Northern Phone # _____

Email Address(s): _____

Northern Address: _____

City: _____ State: _____ Zip Code: _____

Pursuant to Section 718.111(12), Florida Statutes, only your name, parcel designation, mailing address and property address are official records of the Association and the Association is prohibited from disclosing any other information provided. That notwithstanding, you may consent for the information provided, such as your local phone number and email address, to be included in the Association's directory and/or web site, which will be published and provided only to members and residents of the community. By doing so, you further agree to release and hold the Association harmless for any use or misuse of this information.

YES / NO (Circle One) I hereby agree and consent to be duly notified for **The Greens at Fountain Lakes COA** via e-mail of association meetings and other notices as permitted by law and I consent to an online voting system, if/when applicable in accordance with Florida Statutes.

Please return to Amstevenson@Pegasuscam.com or mail to
Pegasus Property Management 8840 Terrene Ct, Suite 102
Bonita Springs, FL 34135

Owner Signature

Owner Signature

Printed Name

Printed Name

Electronic Payment Authorization Form

Authorization Agreement

I hereby authorize Pegasus Property Management Inc. to initiate electronic debits to my account at the financial institution named below. I also authorize Pegasus Property Management Inc. to credit my account in the event that a debit entry is made in error.

Further, I agree not to hold Pegasus Property Management Inc. responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution.

This agreement will remain in effect until Pegasus Property Management Inc. receives a written notice of cancellation from me or my financial institution, or until I submit a new Electronic Payment Authorization form to Pegasus Property Management Inc.

Day of the month your account will be charged: 5TH

Account Information

Name of Financial Institution: _____

Routing Number: _____

Account Number: _____

Account Type:
Checking ☐ Savings ☐

Signature

Association Name: _____

Unit Number: _____

Customer Name: _____

Customer Signature: _____ Date: _____

Please attach a voided check and return this form to the following address:

Address:

Pegasus Property Management

8840 Terrene Ct #102

Bonita Springs, FL 34135

Paul Maple
Olivia Maple
1234 Windy Oaks Drive
Anytown OR 00000

SAMPLE

PAY TO THE ORDER OF _____ \$ _____

ANYTOWN BANK
Anytown OR 90000

Routing number: _____ Account number: _____

For _____

1234
15-0000/0000

Do not include the check number

250250025 : 2020 20 00 86 11 1234