



**SAPPHIRE COVE NEIGHBORHOOD ASSOCIATION, INC.**  
**THIS IS A 55 + COMMUNITY**

\*(Please check one) **Application for** PURCHASE  or LEASE  of  
Address/Unit # \_\_\_\_\_

Desired date of occupancy \_\_\_\_\_ Closing Date if purchase: \_\_\_\_\_

Applicant Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Co-applicant Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Email: \_\_\_\_\_

**Processing may take up to 30 days**

**The following must accompany this application or it will not be processed**  
**Applications will not be processed if pages are missing or application is incomplete.**  
**Out of State or foreign background checks will incur additional fee**

- A Background Check will be performed. See attached.
- APPLICATION FEE:** \$150.00 **\*NON-REFUNDABLE\*** Per Applicant 18 yrs. or older, or Married Couple; Check or Money Order Made payable to Sapphire Cove Neighborhood Association, Inc.
- PROCESSING FEE:** \$150.00 **\*NON-REFUNDABLE\*** Check or Money Order Made payable to **CMC MANAGEMENT.**
- Copy of your Driver's License(s)/Photo I.D./Passport
- Copy of vehicle registration(s)
- Copy of signed purchase or lease contract
- Lease Requirement: Owner(s) account must be current and violations corrected**

**Please Note: TITLE COMPANY OR CLOSING ATTORNEY MUST REQUEST AN ESTOPPEL BEFORE CLOSING TO DETERMINE MONIES OWED TO THE ASSOCIATION BY THE OWNER OF THE PROPERTY. IF THIS PROCESS IS NEGLECTED, THE NEW OWNER MAY END UP BEING LIABLE FOR DELINQUENCY.**

***A Certificate of Approval, which is required to close and prior to moving in, will be provided to the purchaser or renter after the interview/orientation.***

*If purchasing, you must supply the Management Company with a copy of your Warranty Deed and mailing address after closing. Purchaser is also required to inform the management company of any changes in mailing address.*

CURRENT OWNER MUST PROVIDE GOVERNING DOCUMENTS TO BUYER OR THEY CAN BE PURCHASED AT [www.condocerts.com](http://www.condocerts.com)



C/o Century Management Consultants, Inc., 2950 Jog Road, Greenacres, FL 33467  
561-641-1016 ~ [www.cmcmangement.biz](http://www.cmcmangement.biz)

**SAPPHIRE COVE NEIGHBORHOOD ASSOCIATION, INC.**

**APPLICANT(S) INFORMATION** (Check one)  **PURCHASE** or  **LEASE**

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse' Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Other adult Occupants: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Relationship: \_\_\_\_\_

Other adult Occupants: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Relationship: \_\_\_\_\_

**RESIDENCE HISTORY**

Present address: \_\_\_\_\_

Own  or Lease  How Long? \_\_\_\_\_ Present Landlord \_\_\_\_\_

Phone: \_\_\_\_\_

Previous address: \_\_\_\_\_

Own  or Lease  How Long? \_\_\_\_\_ Previous Landlord \_\_\_\_\_

Phone: \_\_\_\_\_

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**EMPLOYMENT HISTORY**

Employed by: \_\_\_\_\_ Income: \$ \_\_\_\_\_

Address: \_\_\_\_\_

Position: \_\_\_\_\_ How long? \_\_\_\_\_ Phone: \_\_\_\_\_

Military Status: Active?  Yes  No

\* Minimum of 5 years employment history required for Single person or married couple. Please attach additional pages if necessary.

**SPOUSE EMPLOYMENT HISTORY**

Employed by: \_\_\_\_\_ Income: \$ \_\_\_\_\_

Address: \_\_\_\_\_

Position: \_\_\_\_\_ How long? \_\_\_\_\_ Phone: \_\_\_\_\_

Military Status: Active?  Yes  No

References:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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**VEHICLES:**

State \_\_\_\_\_ Make/year: \_\_\_\_\_ Color/Model \_\_\_\_\_

Tag # \_\_\_\_\_ Insurance Carrier: \_\_\_\_\_

State \_\_\_\_\_ Make/year: \_\_\_\_\_ Color/Model \_\_\_\_\_

Tag # \_\_\_\_\_ Insurance Carrier: \_\_\_\_\_

**PETS:**

Name \_\_\_\_\_ Type \_\_\_\_\_ Breed \_\_\_\_\_ Color \_\_\_\_\_ Weight \_\_\_\_\_ Age \_\_\_\_\_

Name \_\_\_\_\_ Type \_\_\_\_\_ Breed \_\_\_\_\_ Color \_\_\_\_\_ Weight \_\_\_\_\_ Age \_\_\_\_\_

**IN CASE OF EMERGENCY CONTACT:**

Name \_\_\_\_\_ Phone \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_

**SAPPHIRE COVE NEIGHBORHOOD ASSN., INC.**

**FAIR HOUSING ACT AGE VERIFICATION FORM**

Property Address: \_\_\_\_\_

**INSTRUCTIONS:** The following information is requested of all unit owners and/or occupants residing in the above referenced unit. Owners are responsible for providing this form to their tenants. The verification form is required pursuant to the Fair Housing Amendments Act of 1988 in order to verify that at least eighty percent of the homes in the community are occupied by at least one person 55 years of age or older. Please execute this form and return it to the Association at the following address:

**SAPPHIRE COVE NEIGHBORHOOD ASSOCIATION, INC.  
C/o CMC Management, Inc.  
2950 Jog Road  
Greenacres, FL 33467**

**Additionally, a copy of any one of the following documents as proof of age for the over 55 years of age qualifier must be provided:**

1. Birth Certificate
2. Driver's License
3. Any State, National or International Official Document verifying age
4. Military I.D.
5. Passport
6. Immigration Card

<b><u>OCCUPANTS' NAMES</u></b>	<b><u>AGE</u></b>	<b><u>DOCUMENT ENCLOSED</u></b>	<b><u>TYPE OF OCCUPANCY</u></b> Owner/occupant; Renter; Seasonal Owner/Occupant
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If you are an occupant of the unit, please return with this form, the proof of age document requested above.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Enclosures:  
Photocopies of proof of age documents



**SAPPHIRE COVE NEIGHBORHOOD ASSOCIATION, INC.**

**C/o Century Management Consultants, Inc.**

**2950 Jog Road, Greenacres, FL 33467**

**561-641-1016 ~ 561-641-9118 Fax**

**[www.cmcmanagement.biz](http://www.cmcmanagement.biz)**

**FOR PURCHASERS:**

All purchasers of units in the SAPPHIRE COVE NEIGHBORHOOD ASSOCIATION, INC. are subject to all the rules of the Governing Documents, its By-Laws, Restrictions, Rules and Regulations. I have been provided with the Association's Governing Documents. I have also read and understand the Restrictions and Rules and Regulations of this Association, and promise to abide by them.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Co - Applicant

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

**FOR RENTERS:**

All renters of units in the SAPPHIRE COVE NEIGHBORHOOD ASSOCIATION, INC. are subject to all the rules of the Governing Document, Restrictions, and Rules and Regulations. I have been provided with, have read and understand The Rules and Regulations.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Co - Applicant

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

**TO BE FILLED OUT BY APPLICANT(S)**  
**(Please type information or print clearly)**  
**FOR CMC OFFICE USE ONLY**

**This is a Purchase**                      **or**                       **This is a Rental**

**Association:** \_\_\_\_\_

**If Purchase, projected closing date:** \_\_\_\_\_

**If Rental, Lease Term from** \_\_\_\_\_ **to** \_\_\_\_\_

**Address of Unit:** \_\_\_\_\_

**Applicant Name:** \_\_\_\_\_

**Co-Applicant Name:** \_\_\_\_\_

**Billing Address if different from Unit Address:** \_\_\_\_\_

\_\_\_\_\_

**Phone #** \_\_\_\_\_ **Phone #** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Email:** \_\_\_\_\_

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**This form is to be submitted to the Accounting Department by the Manager after approval of application.**

**SAPPHIRE COVE NEIGHBORHOOD ASSN., INC.**  
**C/o CENTURY MANAGEMENT CONSULTANTS, INC.**  
**2950 JOG ROAD, GREENACRES, FL 33467**  
**561-641-1016 PHONE ~ 561-641-9118 FAX**  
[INFO@CMCMANAGEMENT.BIZ](mailto:INFO@CMCMANAGEMENT.BIZ)

**ACKNOWLEDGEMENT AND AUTHORIZATION FOR BACKGROUND CHECK**

I acknowledge receipt of the separate documents entitled "DISCLOSURE REGARDING BACKGROUND INVESTIGATION AND A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT", and certify that I have read and understand both of these documents. I/we hereby authorize the obtaining of "consumer reports" including but not limited to credit, eviction and criminal backgrounds. To this end, I/we hereby authorize, without reservation, any law enforcement agency, administrator, state or federal agency, institution, school or university (public or private), information service bureau, employer or insurance company to furnish any and all background information requested by Background Screeners of America, 9333 Melvin Ave., Northridge, CA 91324; 866-570-4949; [www.backgroundscreenersofamerica.com](http://www.backgroundscreenersofamerica.com) and/or Employer, Homeowner Association, Condominium Association or Cooperative Association. I further agree that a facsimile (fax), electronic or photographic copy of this Authorization shall be as valid as the original, and will hold harmless CMC Management, their employees, agents and/or affiliates, i.e., HOAs etc., and Background Screeners of America, their employees or agents and other organizations that provide information, from any and all liabilities arising out of the use of such information in connection with Background Screeners of America.

**BACKGROUND INFORMATION – to be completed by all applicants 18 years of age or older. Unmarried co-applicants must fill out separate Acknowledgement/background information form.**

Last Name: \_\_\_\_\_ First: \_\_\_\_\_ Middle: \_\_\_\_\_

Other Name (Alias) \_\_\_\_\_

Social Security # \_\_\_\_\_ Date of Birth \_\_\_\_\_

Driver's License # \_\_\_\_\_ State issued: \_\_\_\_\_

Present Address: \_\_\_\_\_ City \_\_\_\_\_

State: \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone: \_\_\_\_\_

\*Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SPOUSE:**

Last Name: \_\_\_\_\_ First: \_\_\_\_\_ Middle: \_\_\_\_\_

Other Name (Alias) \_\_\_\_\_

Social Security # \_\_\_\_\_ Date of Birth \_\_\_\_\_

Driver's License # \_\_\_\_\_ State issued: \_\_\_\_\_

Present Address: \_\_\_\_\_ City \_\_\_\_\_

State: \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone: \_\_\_\_\_

\*Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



*Para información en español, visite [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.*

## **A Summary of Your Rights Under the Fair Credit Reporting Act**

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identity theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for an explanation of dispute procedures.

- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

**States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:**

<b>TYPE OF BUSINESS:</b>	<b>CONTACT:</b>
1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates	a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552
b. Such affiliates that are not banks, savings associations, or credit unions also should list,	b. Federal Trade Commission: Consumer Response Center – FCRA

in addition to the CFPB:	Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above:	
a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050
b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act	b. Federal Reserve Consumer Help Center P.O. Box. 1200 Minneapolis, MN 55480
c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations	c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106
d. Federal Credit Unions	d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590
4. Creditors Subject to the Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423
5. Creditors Subject to the Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., 8 <sup>th</sup> Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street, N.E.

	Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates <u>or</u> Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357

# Sapphire Cove

at Baywinds

Quick Reference Guide

Rules & Regulations

Updated 2016

## BOARD OF DIRECTORS

President	Eleanor Laukaitis	(561) 792-2663
Vice President	Bill Gordon	(561) 784-3680
Treasurer	Howard Williamson	(561) 793-4943

## COMMITTEES

### Architectural Control Committee (ACC)

Any change to the exterior of your property (i.e., painting, additions, plantings, ornaments, etc.) must be submitted in an Application to the Sapphire Cove Management Company for approval before any work can begin.

Members: Leon Scaccetti (561) 512-2823

## LANSCAPE MAINTENANCE

Landscape Maintenance is performed by Wellington Pro Lawn.  
Supervisor to inspect property during service times.

Lawn Mowing:	May-Sept: Weekly Oct-April: Bi-monthly
Hedge Trimming:	Monthly
Fertilization & Weed Control: (Includes Lawns, Trees, Palms & Shrubs)	4 X per year
Irrigation:	Monthly Wet Checks
Pest Control:	As needed
Mulching:	Offered 1 X per year (charge to homeowner)

## **RULES & REGULATIONS**

The following Rules & Regulations were prepared by the Sapphire Cove Board of Directors and taken from the Sapphire Cove Homeowner's Documents.

All homeowners should understand this set of rules & regulations to avoid violations and unnecessary expenses.

### **Maintenance by the Association**

#### **Common Areas**

The Baywinds Master Association shall at all times maintain, repair, replace and insure the Common Areas, including all improvements placed thereon outside of Sapphire Cove and the swales & swale trees, sidewalks and streets inside the Cove.

#### **Lawn Maintenance**

The Sapphire Cove Association shall have the responsibility for cutting and edging of lawns, fertilize & weed, cut & trim trees and hedges in the yards of each home. However, if an owner has modified landscaping or irrigation systems installed by the original Developer, the owner is then responsible for the caring of the modifications.

The Sapphire Cove Association is responsible for replacing dead or damaged landscaping initially installed by the Developer. It is also responsible for irrigation and sprinkler systems.

The homeowner is responsible for maintaining all landscaping within any portion of a home or yard that is inaccessible to the Landscaper.

The Association shall not maintain any portion of the property covered or blocked in any fashion by patio furniture or structures for pets.

#### **Right of Entry**

The Association is granted a perpetual and irrevocable easement within the Cove for inspections and performance of any maintenance, alteration or repair, which it is entitled to perform.

### **Use of Homes**

Each Home is restricted to residential by the Owner or permitted occupant and immediate family, guests, tenants and invitees. No one under the age of 19 years of age is permitted to live in a Home for more than 30 consecutive days.

### **Lease/Sell**

Homes may be sold or leased, licensed or occupied only in their entirety and no fraction or portion. No businesses that require nonresidential traffic may be operated out of a Home. Transient tenants are not permitted. All leases shall be in writing and a copy of the lease must be provided to the Association and Management Company. No Home may be subject to more than 2 leases in any 12 month period, regardless of the lease term.

### **Maintenance by Owners**

All lawns, landscaping, sprinkler system and any property structures, improvements and appurtenances not maintained by the Association shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition.

### **Weeds & Refuse**

No weeds, underbrush or other unsightly growth shall be permitted in the plant beds that have been modified by the Owner. No refuse or unsightly objects shall be allowed to remain at any Home.

### **Irrigation**

Due to water quality, irrigation systems may cause staining on Homes, other structures or paved areas. It is the Owner's responsibility to treat and remove any such staining.

### **Subdivision and Regulation of Land**

No portion of any home or Parcel shall be divided or subdivided or its boundaries changed without prior written approval of the Association.



### **Alterations & Additions**

No material alteration or modification to a Parcel or Home, or material change in the appearance or widening of any driveway, shall be made without prior written approval by the Sapphire Cove ACC before the project is started.

All screen enclosures must be in compliance with the Palm Beach County Building Code. The structure must be made of white aluminum. If sprinkler lines need to be re-routed it shall be at the Owner's expense. Capping of sprinkler lines is not permitted. Paving extensions or plantings cannot go beyond the 1<sup>st</sup> easement.

### **Signs**

No signs, flags, flag poles, banners, sculptures, fountains, outdoor play equipment, solar equipment, artificial vegetation, sports equipment, ads, notices or other lettering, "For Sale" signs or vendor signs shall be displayed on any part of a Parcel or Home that is visible from the outside without the prior written approval of the Sapphire Cove ACC.

### **Roofs & Pressure Treatment**

Roofs, exterior Home surfaces, pavements, walkways, borders and driveways shall be pressure treated within 30 days of notice by the Association.

### **Paint**

Homes shall be repainted within 45 days of notice by the Association. The repainting of the home must be an approved Association color. Paint color chips must accompany an ACC application.

### **Hurricane Shutters**

Any hurricane shutters or other protective devices visible from the outside of a Home shall be of a type approved by the Sapphire ACC. Panel, accordion and roll-up style hurricane shutters may not be left closed. Any such approved shutters may be installed or closed up to 48 hours prior to arrival of a hurricane and must be removed or opened within 72 hours after the end of a hurricane.

### **Windows or Wall Units**

Window treatments shall consist of drapery, blinds, decorative panels and shutters or other tasteful window covering. No newspaper, aluminum foil, sheets or other temporary window treatments are permitted.

### **Satellite Dishes and Antennae**

No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes or other similar equipment shall be placed on any Home or parcel without prior written approval from the Sapphire Cove ACC before installation.

### **Pools**

No above ground pools are permitted. All in-ground pools, hot tubs, spas and appurtenances installed shall require the approval of the Sapphire Cove ACC. All pools shall be adequately maintained and chlorinated. All installations including electrical systems require the approval of the Palm Beach County Buildings Department and must be in compliance with Palm Beach County Building Codes.

### **Visibility on Corners**

No obstruction to visibility at the street intersections shall be permitted and visibility clearances shall be maintained as required by Sapphire Cove & Baywinds ACC as well as governmental agency requirements.

### **Holiday Lights**

Except for seasonal holiday lights, all exterior lighting shall require the approval of the Sapphire ACC. The Sapphire Cove ACC may require the removal of any lighting that creates a nuisance. All holiday lights must be removed no longer than 1 week after the holiday.

### **Removal of Soil and additional Landscaping**

Without consent of the Sapphire Cove ACC, no Owner shall remove soil, change the level of the land, or landscaping which results in any permanent change in the flow and drainage of surface water within Sapphire Cove. Owners may not place any additional plants, shrubs or trees within any portion of Sapphire Cove without the prior approval of the Sapphire Cove ACC.

### **Animals**

No animals of any kind may be raised, bred or kept for commercial purposes. Owners may keep domestic pets to a limit of no more than 2 outdoor pets. Indoor pets must be limited to an amount that does not create a nuisance. All pets must be kept or harbored inside of a home.

All pets shall be walked on a leash. No pets shall be permitted outside of a Home unless the pet is kept on a leash or within a fenced in yard. No animal shall be tied out on the exterior or left unattended in a yard or on a porch or patio. No dog runs or enclosures shall be permitted. If a pet is considered a nuisance to the community, the pet must be removed. When notice of removal of any pet is given by the Board, the pet must be removed within 48 hours of the receipt of the notification.

All pets shall be allowed to defecate only on the public swales or on the Owners Property inside Sapphire Cove, or the "pet walking areas" outside of the Cove. The person walking the pet or the Owner shall curb the dog from other Owner's property and clean up all matter created by the pet. Each Owner is responsible for the activities of its pet.

### **Nuisances**

No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of Sapphire Cove is permitted. No firearms shall be discharged within the Cove.

### **Minor's Use of Facilities**

Adults shall be responsible for all actions of visiting minor children under the age of 19.

### **Personal Property**

All personal property shall be stored within the Home except patio furniture at the rear of the home only.

### **Storage**

No temporary or permanent utility or storage shed, storage building, tent or structures or improvements shall be permitted.

### **Garbage Cans**

All parts of the community shall be kept in a sanitary condition. Trash collection and disposal procedures established shall be observed.

The approved Garbage Containers should have the lid on at all times and should not be placed on curbside before 6PM the night before scheduled pick-up (Tuesday & Friday nights).

Empty containers are to be removed from sight no later than 6PM on the day of the pick-up. Recyclables can also only be placed at curbside after 6PM the night before scheduled pick-up (Tuesday nights).

No garbage cans, supplies or other similar articles shall be maintained at any Home so as to be visible from outside the Home or Parcel.

### **Laundry**

No rugs, mops, laundry or other similar type articles of any kind shall be shaken, hung or exposed so as to be visible outside the Home or Parcel.

### **Control of Contractors**

Except for direct services which may be offered to Owners, no person other than an Association Officer shall direct, supervise or in any manner attempt to assert any control over any Contractor of the Association.

### **Parking**

Owner's vehicles shall be parked in the garage or driveways.

No overnight parking in the streets is permitted.

No vehicle can protrude into and beyond the sidewalk line.

No vehicles, which cannot operate on its own power, shall remain in Sapphire Cove for more than 12 hours, except in the garage of a Home.

No repairs, except emergency repairs, of vehicles shall be made within Sapphire Cove, except in the garage of a Home.

No commercial vehicles, recreational vehicles, boats or trailers of any kind are permitted.

No vehicle greater than 21"5" is permitted on the property for overnight parking unless fully enclosed within the garage (garage door must be closed) or any commercial vehicle (containing logos, business names, advertisements, etc.) shall be permitted anywhere in Sapphire Cove for overnight parking, storage or repair unless fully enclosed or stored within a garage,

All garage doors must be fully closed when no activity is being performed in and around either the garage or property.

### **Extended Vacations and Absences**

In the event a Home will be unoccupied for an extended period of time (3 weeks or more), the homeowner is always responsible and the Home must be prepared prior to departure by:

- a) Notifying the Sapphire Cove Association and Management Company and providing a contact phone number.
- b) Removing all removable furniture, plants and other objects from outside.
- c) Designating a responsible person to care for the Home and providing a key to that person. The name of the designee shall be provided to the Association. The Association is not responsible for any unoccupied Home.

### **Commercial Activity**

No commercial activity, trade or business shall be maintained at any Home.

**Artificial Vegetation**

No artificial grass, plants, other vegetation, rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Home or Parcel unless approved by the Sapphire Cove ACC.

**Decorations**

No decorative objects including but not limited to birdbaths, light fixtures, sculptures, statues, weather vane or flagpoles shall be installed or placed within any property without written approval of the Sapphire ACC.

**Sports Equipment**

No recreational, playground or sports equipment shall be installed or placed at any property within Sapphire Cove.

**Fencing**

No fence shall be erected on any portion of a lot without written approval of the Sapphire Cove ACC. No chain link fencing of any kind is allowed. No fence can go beyond property lines or easement.

**Resale Capital Contribution**

The resale capital contribution established by the Association is 2 months assessment payable by the new owner.

## VIOLATIONS

Delinquency of monthly assessment will result in an automatic LATE FEE of \$25.00. Failure to remit any delinquent payment, which may include late fees, will result in the account being turned over to the Cove attorney which then would result in additional legal fees. Ignoring any legal notification may result in a lien being placed on the property.

Any uncorrected rule or regulation violations are subject to a daily fine of:

- a) \$50.00 for the first 10 days
- b) \$100.00 for the next 5 days
- c) up to a maximum of \$1,000.00

All fines are collectible and subject to lien.