



Date Stamp

# The Shores at Berkshire Lakes Master Homeowner’s Assoc, Inc. Lease Checklist

Dear Prospective Tenant,

Please submit the following for approval to lease in The Shores at Berkshire Lakes:

- \_\_\_\_\_ Signed Application Checklist
- \_\_\_\_\_ Completed Application to Lease
- \_\_\_\_\_ \$150 Non-refundable Application Fee – Payable to **Anchor Associates**
- \_\_\_\_\_ Completed Background & Credit Check Authorization for each adult over the age of 18
- \_\_\_\_\_ \$50 per applicant Background Check Fee Non-refundable (\$75 foreign) – Payable to **Anchor Associates – for each adult over 18**
- \_\_\_\_\_ Completed Pet Registration form and supplements *(if applicable)*
- \_\_\_\_\_ Completed Exhibit A Addendum to Lease
- \_\_\_\_\_ Completed signature page of Rules and Regulations
- \_\_\_\_\_ \$500 refundable Common Area Security Deposit payable to **The Shores**
- \_\_\_\_\_ Copy of current government issued photo ID for each adult over 18
- \_\_\_\_\_ Executed Lease

Unit Address \_\_\_\_\_

Missing or incomplete information will result in the delay of processing your application. Complete application **MUST** be received 25 days prior to occupancy.

**LEASE MAXIMUM OF SIX (6) MONTHS AS OF JULY 31, 2019**

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

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

If you have any questions please contact Anchor Associates at 239-649-6357 or applications@anchormanagers.com.

Thank You,  
Anchor Managers

Date Stamp

# The Shores at Berkshire Lakes Master Homeowner's Assoc, Inc. Application for Approval to Lease

Street Address \_\_\_\_\_ Lease   1   /    /    to    /    /   

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

## PLEASE TYPE OR PRINT LEGIBLY THE FOLLOWING INFORMATION:

### APPLICANT INFORMATION

Last Name		First		Middle
Home Address			Apartment/Unit #	
City		State		ZIP
Phone #	Cell #		Other Phone #	
Email Address				
Employer		Employer's Phone #		

### APPLICANT INFORMATION

Last Name		First		Middle
Home Address			Apartment/Unit #	
City		State		ZIP
Phone #	Cell #		Other Phone #	
Email Address				
Employer		Employer's Phone #		

### OCCUPANTS

*Please list the name, relationship and date of birth of all occupants not listed above who will be living in this unit.*

Full Name	Relationship	Date of Birth

**Have you previously leased in The Shores?**

If **YES**, what address?

**CURRENT OR MOST RECENT LANDLORD**

Full Name	
Address	
Phone ( )	How Long

**REFERENCES**

*Please list two references.*

Full Name	
Address	Phone ( )
Full Name	
Address	Phone ( )

**VEHICLES**

**No recreational vehicles or trucks permitted unless kept in the garage at all times**

Year	Make	Model	License plate #	State
Year	Make	Model	License plate #	State

**EMERGENCY CONTACT**

Full Name	
Relationship	Phone ( )

**DISCLAIMER AND SIGNATURE**

**In order to facilitate consideration of this application, I/we, the applicant(s), represent that the above information is factual and correct, and agree that any falsification or misrepresentation in this application will justify its disapproval. I/we have received, read and understand the Rules and Regulations of The Shores at Berkshire Lakes Master Homeowner's Assoc, Inc. and will comply.**

Signature	Date
Signature	Date

**Return this request to:**  
 The Shores at Berkshire Lakes Master Homeowner's Association, Inc.  
 c/o Anchor Associates, Inc.  
 2340 Stanford Court, Naples, Florida 34112  
 (239) 649-6357 phone (239) 649-7495 fax  
 applications@anchormanagers.com



**APPLICATION APPROVAL**

_____ Approved	_____ Date
_____ Disapproved	_____ By:
	_____ Board Officer or Director

Exhibit "A"

**ADDENDUM TO APPROVED LEASE AGREEMENT  
AND ASSIGNMENT OF RENTS FROM LANDLORD TO ASSOCIATION FOR AMOUNTS OWED**

The provisions contained herein modify the lease agreement ("Lease") between \_\_\_\_\_ ("Landlord") and \_\_\_\_\_ ("Tenant"), entered into on \_\_\_\_\_, for the lease of real property located at \_\_\_\_\_, and serve as an agreement between Landlord and The Shores at Berkshire Lakes Master Homeowner's Association, Inc. ("Association") to assign rents payable to Landlord pursuant to the Lease from Landlord to the Association for past-due and owing assessments, interest, costs, and reasonable attorneys' fees, which amounts are due pursuant to obligations of Landlord arising from the Amended and Restated Declaration of Restrictions and Protective Covenants, recorded at Instrument No. 5732800 in the Public Records of Collier County, Florida, and all valid amendments thereto.

Execution of this Addendum is a required condition of rental of a Unit, pursuant to the authority of the Association contained in the Declaration. The Landlord and Tenant hereto expressly agree that the Lease shall be amended as provided herein, and the following terms shall be incorporated into the Lease. Landlord and Tenant further agree that Association shall be considered a named party to the Lease and this Addendum for the purpose of enabling the Association to enforce the provisions of its Governing Documents and the covenants of this Addendum. In the event of any conflict between the terms and conditions of the Lease and this Addendum, the Addendum shall govern the respective rights and responsibilities of the parties hereto.

Landlord and Tenant further acknowledge and agree that in connection with the approval of the lease application by the Association, it will be necessary for the Association to obtain and consider information regarding Tenant and all proposed Occupants of the Unit, and Tenant specifically authorizes the Association to obtain and consider background information, including financial information, if deemed appropriate by the Association, personal references, and other information deemed relevant by the Association. Further, Landlord and Tenant acknowledge that the Association may require an interview with prospective Tenants/Occupants of a Unit prior to occupancy. Landlord and Tenant agree that no proposed Tenant or Occupant shall take possession of a Unit until at least five (5) days following receipt of the Association's written approval of the Lease. Landlord and Tenant represent that all information contained in the application for Lease (and supporting materials) submitted to the Association are complete, accurate, and truthful. Landlord and Tenant acknowledge that intentional or negligent material omissions or misrepresentations in the application and supporting materials shall constitute grounds for disapproval of a Lease application, or termination of the Lease if such omissions or misrepresentations are discovered after approval thereof.

1. USE: Tenant (which term shall at all times in this Addendum include all proposed Occupants of the Unit) will use the premises only for single family, residential purposes by Tenant and his Family members who have been listed and approved in Tenant's application for Association approval of this Lease. Single family shall mean one natural person; two or more natural persons who commonly reside together as a single housekeeping unit, each of whom is related by blood, marriage, or adoption to each of the others; or two or more natural persons meeting the requirements of the preceding provision, except that there is among them not more than one person who is not so related to some or all of the others. Tenant will make no unlawful, improper, or offensive use of the leased property, nor permit the commission of any act which constitutes a public or private nuisance.

2. COMPLIANCE WITH THE GOVERNING DOCUMENTS: Any infraction of the provisions or restrictions set forth in the Declaration, Articles of Incorporation, Bylaws, and the Rules and Regulations of the Association, as amended from time to time (hereinafter the "Governing Documents") by the Tenants or their Family, Guests, or invitees shall be deemed a breach of the Lease, and the Association or Landlord shall

have the option to terminate the Lease Agreement and resume possession of the property. Tenant acknowledges, by signing this Addendum that he or she has read, understands, and agrees to abide by the Governing Documents and that the failure to comply with same may result in various legal remedies, including, without limitation: the suspension of use privileges; the levy of fines; the initiation of legal action in court or arbitration; eviction; the denial or revocation of parking passes; and the recovery of attorneys' fees by the Association in any legal action, including evictions.

3. ASSOCIATION AUTHORITY TO ENFORCE ADDENDUM TERMS: Landlord and Tenant further agree that Association may act in its own rights, or in cases where Landlord fails to act in a timely manner, as Landlord's agent, to terminate the Lease and may institute proceedings against Tenant, in Landlord's name, or in Association's name in its own right. In either such cases, Landlord shall be responsible to Association for all expenses incurred, including attorneys' fees, without waiver of the right of any action by Landlord against Tenant.

4. ASSIGNMENT OR SUB-LEASING/RENEWAL: No assignment of the Lease or sub-leasing of any part of the leased property by the Tenant shall be valid without the consent of the Association. Renting of rooms and "rent-sharing" is prohibited. The Lease Agreement shall not be renewed or extended, nor shall Tenant hold over the premises, without the prior approval of the Association.

5. LIMITATION OF LIABILITY/HOLD HARMLESS AND INDEMNITY: The Association shall not be liable to Landlord or to Tenant, or Tenant's Family, agents, Guests, invitees, employees, or servants for damage to persons or property caused by other residents or other persons. Tenant recognizes that the Association does not warrant the security of the property, and is not responsible for the safety of Tenant, other Unit Occupants, nor their property. Landlord and Tenant jointly and severally agree to indemnify and hold the Association harmless from and against any claims for damages to person or property arising from Tenant's use of the premises, or from any activity or work permitted to be suffered by Tenant in or about the premises. Association shall not be liable for personal injury, or damages to Tenant's personal property from theft, vandalism, fire, water, rain, storms, smoke, explosions, sonic booms, riots or other causes whatsoever unless it is established that the Association has been negligent in maintenance of Common Areas which are the responsibility of the Association, and which negligence is the proximate cause of said damage. Tenant agrees to notify Association immediately upon the occurrence of any injury, damage, or loss suffered by Tenant or other person upon the premises.

6. DEFAULT/ENFORCEMENT: If the Tenant fails to comply with any of the material provisions of the Governing Documents, or materially fails to comply with any duties imposed on him or her by the Lease, this Addendum, or any other statute or law, then within seven (7) days after delivery of written notice by the Landlord or the Association specifying the noncompliance and indicating the intention of the Association or Landlord to terminate the Lease by reason thereof, the Association or Landlord may terminate the Lease. Association and/or Landlord shall have no obligation to allow Tenant to cure such violations if such noncompliance is of a nature that Tenant should not be given opportunity to cure pursuant to Section 83.56 of the Florida Statutes (2019), as amended from time to time, or if the noncompliance constitutes a subsequent or continuing noncompliance within twelve (12) months of a written warning by the Association or Landlord of a similar violation. In such instances, the Association or Landlord may deliver a written notice to Tenant specifying the noncompliance and the Association's or Landlord's intent to terminate the Lease Agreement by reason thereof. Examples of noncompliance which are of a nature that the Tenant should not be given an opportunity to cure include, but are not limited to, destruction, damage, or misuse of the Landlord's or the Association's property by intentional act or a subsequent or continued unreasonable disturbance. Examples of noncompliance which are of a nature that Tenant will be given an opportunity to cure include, but are not limited to, activities such as having or permitting unauthorized pets, Guests, or vehicles; parking in an unauthorized manner or permitting such parking; or failing to keep the premises clean and sanitary. Landlord

and Tenant acknowledge that the Association may tow away or cause to be towed away vehicles that are parked on the premises in contravention of the Governing Documents. Landlord and Tenant also recognize that the Association shall have the right to terminate the Lease and/or institute evictions or other proceedings against Tenants, for violation of the Governing Documents as set forth above. Further, the parties recognize that the Association may levy fines against a Unit for violations of the Governing Documents. Fines may be levied for violations without opportunity to cure. The Association will afford the opportunity for a hearing, as required by law, prior to the imposition of a fine. Landlord and Tenant shall be jointly and severally liable for the payment of any fine duly levied by the Association, arising out of the conduct of Tenant, his Family, Guests, and invitees. The Association, without limiting other remedies, may avail itself to the procedures set forth in Paragraph 8 of this Addendum with respect to the collection of fines.

7. COSTS AND ATTORNEYS' FEES: If either the Landlord or the Tenant fails to comply with the agreements, conditions, or covenants of the Lease or this Addendum, including violations of the Governing Documents, or fail to comply with applicable laws, and court action, mediation, or arbitration (including actions initiated or defended by Association) is required to resolve any dispute, the prevailing party, including the Association, shall be entitled to costs and attorneys' fees of that action, at the mediation, arbitration, trial, or appellate levels.

8. RIGHT TO RECEIVE RENTAL INCOME: In the event Landlord is delinquent in Landlord's obligation to pay to Association any annual or special assessments, or any installment thereof, the Association shall have the right, but not the obligation, to require Tenant to pay said rental installments, or the portion thereof sufficient to pay said delinquent maintenance assessments, directly to the Association, upon the Association giving written notice of the exercise of such right to Tenant and Landlord. This right of the Association is cumulative and in addition to any and all other rights or remedies the Association may have against Tenant or Landlord. Failure of Tenant to pay to the Association the rental installments, or portions thereof, as specified in said notice, shall entitle the Association to terminate this Lease and/or evict Tenant. Tenant shall be entitled to set off against rent payable to Landlord for any and all amounts paid by Tenant to the Association hereunder.

The Landlord hereby expressly consents to and authorizes the Association, its attorney, and agents to contact the Tenant in the event that the Landlord becomes delinquent with his obligations to the Association. The purpose of such communication and contact will be to enforce the provisions of this Addendum by providing the Landlord and Tenant the notices described in this paragraph 8.

10. MISCELLANEOUS:

A. Binding Effect: The covenants and conditions contained herein extend to bind the heirs, legal representatives, successors, and assigns of the parties bound by this Addendum.

B. Waiver: The failure of the Association to enforce its rights as set forth in this Addendum shall not constitute a waiver of the Association's right to do so in any other instance.

C. Modification: This Addendum may only be modified by an instrument signed by Landlord, Tenant, and the Association.

D. Captions: The captions contained in this Addendum are for convenience sake only and are not intended to constitute substantive provisions of this Addendum, nor restrict the subject matter hereof.

E. Gender: All references to the masculine are intended to include references to the feminine, as appropriate. All singular references are also intended to incorporate plural references, where appropriate.

F. Governing Law/Venue: This Addendum is governed by the laws of Florida. Venue for any action lies in Collier County.

G. Anti-Discrimination Policy: The Association does not discriminate in the terms and conditions of rental of units based upon sex, national origin, race, religion, familial status, or handicapped status.

LANDLORD(S):

\_\_\_\_\_

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

\_\_\_\_\_

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

TENANT(S):

By: \_\_\_\_\_

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

By: \_\_\_\_\_

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

ASSOCIATION:

By: \_\_\_\_\_

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

Title: \_\_\_\_\_



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# BACKGROUND & CREDIT CHECK AUTHORIZATION

The Association has the right to perform background and credit checks on all applicants. By completing this authorization form, I give Anchor Associates, Inc. the right to administer a background and credit check as a part of the application approval process. Include with this form a non-refundable check made out to Anchor Associates. Each background and credit check is a non-refundable \$50 per adult for US Citizens and \$75 per person for Foreign National. Include a state or government issued photo ID.

**Print all information neatly and legibly.**

Applicant Name \_\_\_\_\_

DOB \_\_\_\_\_ Social Security # \_\_\_\_\_

NIN # \_\_\_\_\_ Passport # \_\_\_\_\_

Current Address \_\_\_\_\_

Previous Address \_\_\_\_\_

Applicant Name \_\_\_\_\_

DOB \_\_\_\_\_ Social Security # \_\_\_\_\_

NIN # \_\_\_\_\_ Passport # \_\_\_\_\_

Current Address \_\_\_\_\_

Previous Address \_\_\_\_\_

By signing this form I agree that the information provided is correct and to administer a background and credit check.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**\*FAX OR E-MAIL COMPLETED FORM**



# New IQ Tele Entry/Access Control Update Form

Property or Community: \_\_\_\_\_

Resident/Renter Name: \_\_\_\_\_

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

Previous Resident/Renter: \_\_\_\_\_

Expires on: \_\_\_\_\_  Owner  Renter  Vendor

## Phone Number for Tele Entry Directory

Name to Display:

Phone Number (with Area Code):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Credentials (Cards, Key Fobs, Stickers, Labels)

Type:

Facility Code : Credential Number

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please (check one):

- Add this Resident
- Remove this Resident or Credential
- Update this Resident or Credential

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SEND**



**VETERINARIAN INFORMATION**

Name		
Address		
City	State	ZIP
Phone #	Fax #	

**DISCLAIMER AND SIGNATURE**

I/we represent that the above information is factual and correct and agree that any falsification or misrepresentation in this registration form will justify further investigation by the Board. I/we agree that the above reference pet is licensed with Collier County per their Animal Control Ordinance. I/we agree that if the above referenced pet dies, I/we will notify Anchor Associates of the death and will complete a new form if a replacement pet is obtained.

I/we understand that the ability to keep such a pet is a privilege, not a right. Failure to adhere to the Declaration and Rules & Regulations regarding pets shall result in action taken by the Board of Directors.

Signature		Date	
Signature		Date	

**REGISTRATION REQUIREMENTS**

The following items must be included in order to properly register your pet:

- Completed Pet Registration form
- Copy of Certificate of Vaccinations
- Picture of your pet

**Return this registration form to:**

c/o Anchor Associates, Inc.  
 2340 Stanford Court  
 Naples, Florida 34112  
 (239) 649-6357 phone (239)  
 649-7495 fax  
 admin@anchormanagers.com

Date Stamp

# KNOW THE LAW

*Understand the expectations for responsible pet ownership in Collier County*



## License and Vaccinate Your Pet

Dogs, cats, and ferrets over four months old must have a current rabies vaccination.

Dogs and cats over four months old must have a valid annual County license. The license must be affixed to the collar or harness unless the animal is confined.

## Proper Animal Care

Pets and livestock must be provided with adequate shelter, a sufficient quantity of good and wholesome food and water, exercise, and fresh air.

Pets may not be confined in an unattended motor vehicle under conditions or for lengths of time that may endanger the health and/or physical well-being of the animal.



## Be a Good Neighbor

Pets must be confined to the owner's property or walked on a leash. Pets may not run at large.

Pets may not chase, run after, or jump at vehicles or bicycles using the right-of-way; and may not snap, growl, snarl, jump upon, or threaten persons using the right-of-way.

Pet feces must be immediately removed and properly disposed of. Pets may not create a sanitary nuisance on public or private property.

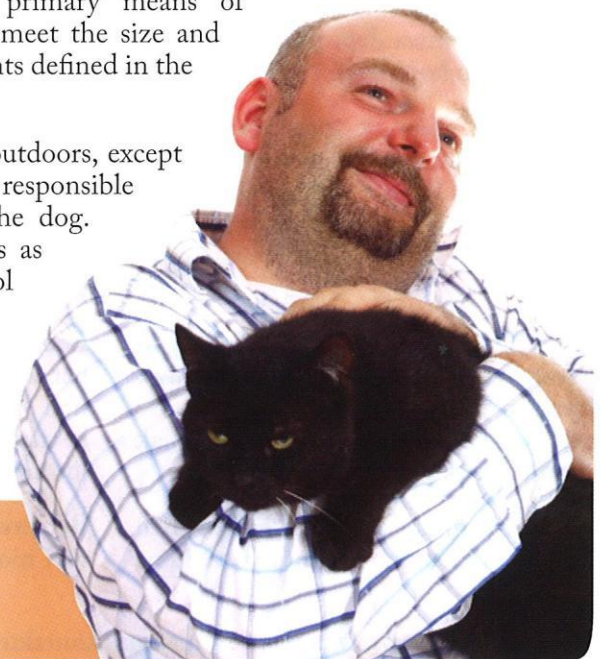
Pets may not make noise that is offensive and of such a continuous duration of time that it creates a nuisance.

## For the Dog Owner

Any enclosure used as a primary means of confinement for a dog must meet the size and structural integrity requirements defined in the Animal Control Ordinance.

A dog may not be tethered outdoors, except when in visual range of a responsible party located outside with the dog. Additional specific conditions as defined in the Animal Control Ordinance must also be met.

Owners must confine a female dog in heat so that she cannot be bred, unless the breeding is specific and intentional.



*Failure to comply with any of these regulations could result in a fine up to \$500.*

Questions? Call DAS at (239) 252-PETS (7387) or visit us online at [www.collierpets.com](http://www.collierpets.com).



**7845 Berkshire Pines Drive, Naples, Florida 34104**

**Phone: 239-353-5913 Fax: 239-353-5098**

**LEASE POLICY (7-31-2019)**

**Section 9.4 of the Amended and Restated Declaration of Restrictions and Protective Covenants covers Leasing so please read that section carefully.**

**Notice by Owner Intending to Lease**

**Owner or designee must give the Master Board written notice of the owner's intention to lease at least 25 days in advance of the first day of occupancy, together with a fully executed copy of the proposed lease. Tenant may not occupy the Unit until at least Five (5) days following receipt of written approval by the Master Association.**

**Term of Lease and Frequency of Leasing**

**The maximum lease term is Six (6) months and the minimum lease term is Thirty (30) consecutive days. Owners may lease only the entire Unit. No Unit may be leased more often than Four (4) times in any calendar year, nor any combination of Leases and allowing guests to occupy a Unit when the owner is not in residence. The first day of the lease shall determine in which year the lease occurs. No subleasing or assignment of lease rights by the tenant is allowed.**

**Any person acquiring title to a Unit after June 28, 2019 is prohibited from leasing the Unit for a period of Two (2) years from the date of purchase.**

**Occupancy during Lease Term**

**Guests shall not occupy leased Units unless the Tenant and/or his or her family are in residence. The total number of occupants of a leased parcel is limited to Two (2) persons per bedroom.**

**Board of Directors**

**The Shores at Berkshire Lakes Master Homeowner's Association, Inc.**



**7845 Berkshire Pines Drive, Naples, Florida 34104 Phone:  
239-649-6357 Fax: 239-649-7495 5098**

### **Rules and Regulations Version 6/17/2021**

**The definitions contained in the Declaration of Covenants and Restrictions for The Shores at Berkshire Lakes, as amended from time to time, are incorporated herein as part of these Rules and Regulations**

**The Association reserves the right to fine, restrict or limit privileges, and/or take any other authorized action for violation of any of the following rules.**

1. The Shores Parcel Owners and/or Lessees of each Shores parcel and their family, guests, and invitees shall abide by each and every term and provision of these Rules and Regulations, the Declaration of Covenants and Restrictions, the Articles of Incorporation, the By-Laws of the Association, and the Architectural Control Committee Guidelines, as they may be amended from time to time.
2. Bicycles, mopeds, roller blades, skateboards, ATV's, scooters or go-karts, or other similar vehicles or toys are not permitted in the Clubhouse, tennis courts, pool deck, or Veranda area. Please use the bike racks on either side of the Clubhouse.
3. Any damage to the Common Areas, Master Association Property, or equipment of the Association caused by any Shores Parcel Owner, a family member, guest, invitee, or lessee shall be repaired or replaced at the expense of such Shores Parcel Owner.
4. Shores Parcel Owners, their families, guests, invitees, and Lessees will obey the posted parking and traffic regulations installed for the safety and welfare of all within the community.

5. Except as permitted by law, no television or radio masts, towers, poles, antennas, aerials, or appurtenances may be erected, constructed, or maintained without first obtaining written approval from the Architectural Control Committee (ACC).
6. No outdoor clotheslines or other outdoor clothes drying shall be located or conducted on any parcel unless they are hung in an area that is not visible to neighbors or the street.
7. All chalk shall promptly be removed from roadways and sidewalks anywhere within the complex upon completion of an activity.
8. Except on pick-up day, all trash receptacles shall be kept inside. Receptacles shall be placed at roadside no earlier than 6:00 pm on the evening prior to the designated collection day and must be properly stored by 7:00 pm on the designated collection day.
9. Motor Vehicles - No vehicle shall be parked overnight on any street or right of way within the Properties. Vehicles may be parked on the street no later than 10:00 pm on Sunday through Thursday, and no later than 1:00 am on Friday and Saturday without prior written consent of the Association.

**None of the following vehicles may be parked, stored, or kept on the Properties unless they are enclosed in a garage:**

- commercial trucks or other commercial vehicles, including any vehicles with commercial lettering or signs painted to or affixed to the vehicle and vehicles with commercial equipment placed upon the vehicle - trucks - recreational vehicles - campers – motorcycles – trailers or semi-trailers – mobile homes – motor homes – busses – tractors - boats or boat trailers. For purposes of this section, “commercial trucks or other commercial vehicles” shall mean those which are not designed and used for customary personal/family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether a vehicle is a commercial vehicle.

The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with providing services to the Shores Properties.

The Association may require that cars, trucks, motorcycles, motor scooters, mopeds, and the like be equipped with appropriate noise muffling equipment so that the operation of same does not create an unreasonable annoyance to the residents of the Properties.

Vehicles shall always be parked vertically in driveways and shall not be parked horizontally (i.e., parallel to the street).

10. Watercraft - Specifically limited to small kayak, canoe, rowboat, or fishing boat with an electric motor. These items must be in good working order and meet all safety requirements for the specific watercraft. Such watercraft shall be stored in the garage when not in use and shall not be left overnight anywhere on the properties, including the shoreline, or otherwise exposed anywhere on the Shores parcel owner's property.
11. All Recreational Equipment including but not limited to goal nets, bicycles, mopeds, all-terrain vehicles must be stored in the garage when not in immediate use. Portable basketball nets must be stored indoors during hurricanes.
12. All Facilities including but not limited to common areas, parking lot, pool, exercise room, ballroom, billiards room, library and card room may not be used to conduct paid lessons, trade or for any other commercial purpose without the written consent of the Association. All paid individuals providing these services must supply proof of proper insurance, W9 Tax Form, and Certifications to the Association prior to being engaged in the activity.
13. Access to the Lake and Clubhouse is from 5:00 am to 10:00 pm. Smoking is not permitted in the Clubhouse, pool, pool deck area, bocce ball court or tennis/pickleball courts. "Smoking" shall include the carrying, burning, inhaling, exhaling, breathing, possessing, or otherwise handling or controlling of any lit, heated, or smoldering product containing any amount of tobacco or cloves, including, but not limited to, any cigarette, cigar, pipe, e-cigarette, vapor product, or other similar product. Access to any room in the Clubhouse facility is limited to Shores Parcel Owners and Lessees. Guest limit is (4) per household. Shores Parcel Owners and Lessees must accompany and remain with their guests while at the lake, Clubhouse, bocce ball court, tennis/pickleball courts, pool or any other amenity area provided by the Association. All persons while at the lake,



Clubhouse, bocce ball court, tennis court, pool or any other amenities provided by the Association are required to identify themselves using their current I.D. cards. Anyone utilizing the Association amenities without proper identification will be removed. Pets are not permitted in the Clubhouse, pool area, library, billiards room, fitness center, bocce ball court, or tennis/pickleball courts at any time.

No access card doors shall be propped open except for the ballroom door during Board sanctioned events. No food is allowed in the Clubhouse unless it is a Board sanctioned event. HOA sponsored events, classes, or activities that have been scheduled and posted on the monthly calendar have priority in use of their respective area.

14. Parking at the Clubhouse - Clubhouse parking is to accommodate Shores Parcel Owners, Lessees, their families, and guests attending an HOA approved function and/or while using one of the facilities. Parking of vehicles servicing the facilities or as part of an HOA approved function are permitted. Examples include, but are not limited to: landscaping vehicles, blood mobile, caterers, vendors or repair personnel. Parking for any other purpose is prohibited and subject to a fine and/or towing off premises at the owner's expense. Overnight parking is permitted only with an approved permit which can be obtained from the HOA management company. Each homeowner is entitled to one parking permit for a period of one week, once per month.

15. The Community Pool - is open from 5:00 AM until 10:00 PM for use by The Shores Parcel Owners, Lessees, and their guests. Guest limit is (4) per household. The Shores Parcel Owners and Lessees are to accompany their guests and remain with them while at the pool and are responsible for their guests and their children's actions.

All non-proficient swimmers must be accompanied by a proficient swimmer. Snacks and beverages are to be kept in the Veranda areas only. Glass is not permitted in the Veranda areas or pool deck.

16. The Fitness Center – There is a minimum age of 16 years old to use the fitness equipment. When using the equipment, users shall disinfect and dry the equipment after each use. Proper attire must be worn at all times: this includes athletic shoes, sneakers, shorts or slacks and a shirt. Wet swimwear, (sandals),

and street shoes are not permitted. Users shall limit time on exercise equipment to (30) minutes if others are waiting. No food or drink is permitted in the fitness center, other than plastic water bottles. Battery operated personal players are permitted with the use of ear buds or headphones. Personal fans, electric or battery operated, are not permitted. Anyone using this facility is doing so at his/her own risk.

The Shores Parcel Owners, and Lessees are permitted (2) guests per household in the fitness center and must always remain with them.

The Association assumes no responsibility for the actions or behavior taking place in this facility or personal items left in the fitness center.

17. Tennis/Pickleball Courts - Courts are open from 7:00 am to 10:00 pm. Courts are for the use of The Shores Parcel Owners, Lessees, and their guests only. Guest limit is (3) per match.

Courts may not be used for any purpose other than the game of tennis and the game of pickleball.

Proper tennis attire is required: it includes shorts or slacks, shirts and athletic (tennis) shoes. Street shoes and playing shirtless are not permitted.

In the event people are waiting to use the tennis/pickleball courts, occupancy of the court(s) is limited to one (1) hour for singles matches and one and a half (1.5) hours for doubles matches beginning when the existing players FIRST occupy the court.

The courts are for the use of The Shores Parcel Owners, Lessees and their guests and all play at their own risk.

Please report any accident immediately, call (239) 649-6357 and/or 911.

18. Complaints shall be in written form including a signature and submitted to the HOA management company office.
19. The feeding of ANY wildlife within the boundaries of The Shores is prohibited. This includes bird feeders.
20. United States Flag - Any Shores Parcel Owner or Lessee may display a flag/flags as prescribed by ACC/Landscape Guidelines AC-8 and Chapter 720 of the Florida Statutes. Using a wall mounted bracket attached to the area next to the garage door is permissible.

21. The use of barbeque grills in any of the common areas including but not limited to the pool deck and Clubhouse parking lot is prohibited. Association sanctioned events are excluded.
22. "For Sale" or "For Rent" signs or any other signs, displays or advertising shall not be maintained or permitted on any part of the Common Area, on any Shores Parcel or in any dwelling except in such locations and in accordance with the requirements, as stipulated in the ACC Guidelines - AC-5. Approved "For Sale" signs can be obtained from Artype 239-332-1174 [www.artypeinc.com](http://www.artypeinc.com) or Lykins Signtek 239-594-8494 [www.lykins-signtek.com](http://www.lykins-signtek.com)
23. No permanent Basketball Net may be attached to any physical part of the home. All Basketball Nets must be portable. Portable Basketball Nets are only permitted in driveways and are not to be located on any other part of the property. Basketball Nets are to be located centered to the homeowner's garage door and not out by the street. Portable Basketball Nets, stands, and poles are to be black in color. Portable Basketball Nets may remain upright in driveways when not in use. Portable Basketball Nets must be stored in the homeowner's garage during hurricanes. Portable Basketball Nets must be kept in good working condition and well maintained. Basketball may only be played between the hours of 9:00 AM and 9:00 PM.
24. Pets – The maximum number of domesticated dogs and/or cats, permitted per unit is two (2). Dogs and cats must be leashed at all times when outside of a unit and are not permitted to run freely outside. If the dogs and/or cats are tied up outside unattended they need to be in the backside of the unit away from the street. Dogs and cats may not chase, run after, or jump at vehicles or bicycles using the right-of-way; and may not snap, growl, snarl, jump upon, or threaten persons using the right-of-way. Dogs and cats may not make noise that is offensive and of such a continuous duration of time that it creates a nuisance. Any person(s) walking a dog and cat must clean up the animal waste and deposit it in their own trash receptacle. No resident/guest/lessee is permitted to maintain in the unit a bull terrier (pit bull), Rottweiler, Doberman, German Shepard or any dog of any size/weight/breed of violent temperament as determined by animal control and the Association. All Shores Parcel Owners must register their dogs and cats by completing the pet

registration form at the management companies' office and provide a Veterinarian Certificate. After the initial form is completed, updated vaccination records must be available to the Association upon request. All cats and/or dogs registered with the management company as of June 17, 2021, are considered grandfathered for the purposes of this section.

25. Leasing - The maximum lease term is Six (6) months. The minimum Lease term is 30 consecutive days. No Unit may be leased more often than four (4) times in any calendar year, nor any combination of Leases and allowing Guests to occupy a Unit when the owner is not in residence more than four (4) times per year, and no option for the Tenant to extend or renew the Lease for any additional period shall be permitted unless approved by the Master Board. Any purchaser of a Unit is prohibited from leasing their Unit for a period of two (2) years from the date of purchase. All Guests staying while the owner is not in residence must register with the management company. A non-family guest staying in a residence without an owner in residence may do so for up to (14) fourteen consecutive days. Guests staying in a residence without an owner in residence are limited to two (2) guest per bedroom.

26. Any consent or approval given under these Rules and Regulations by the Association may be modified, added to or repealed at any time in accordance with the governing documents of the Association.

**I/We have read, understood, and acknowledge the above Rules & Regulations for The Shores at Berkshire Lakes Homeowners Association Inc.**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Owner or Lessee Signature**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Owner or Lessee Signature**