

# The Preserves at Palm-Aire Condominium Association, Inc.

RETURN TO: Progressive Community Management, Inc. 3701 S Osprey Ave, Sarasota, Florida 34239

## APPLICATION FOR BUYER / RENTER

Application must include a photocopy of **Driver's License for all applicants** and an application fee of \$100 per individual (married couple) made payable to **'The Preserves at Palm-Aire Condominium Association'**.

This form must be completely and honestly filled out by all applicants prior to any contract to buy, sell, transfer, or lease a unit and submitted at least 20 days prior to date of sale or first day of occupancy.

APPLICATION (check one)  RENTAL/LEASE  SALE/PURCHASE

Unit # \_\_\_\_\_ Address \_\_\_\_\_ Present Owner \_\_\_\_\_

Proposed Closing Date \_\_\_\_\_ **OR** Term of Lease: From: \_\_\_\_\_ To: \_\_\_\_\_

Name and Address of Agent: \_\_\_\_\_ Telephone: \_\_\_\_\_

Applicant 1: \_\_\_\_\_ Applicant 2: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Phone: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Phone: \_\_\_\_\_

Driver's Lic# \_\_\_\_\_ State \_\_\_\_\_ Driver's Lic# \_\_\_\_\_ State \_\_\_\_\_

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

Present Address: \_\_\_\_\_ Present Add: \_\_\_\_\_

Employer: \_\_\_\_\_ Employer: \_\_\_\_\_

Number of persons to occupy residence: \_\_\_\_\_

Relationships and Ages \_\_\_\_\_

### Vehicles:

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Color: \_\_\_\_\_ Tag: \_\_\_\_\_

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Color: \_\_\_\_\_ Tag: \_\_\_\_\_

Pets: (Allowed 2 dogs/cats up to 25 lbs each): Type: \_\_\_\_\_ Weight: \_\_\_\_\_

New owners submit executed copy of the unredacted purchase contract and it's exhibits.

We have read and understand the Preserves Condominium Documents, By-Laws, and Use and Occupancy Restrictions and will abide by them

### **AUTHORIZATION FOR VERIFICATION OF INFORMATION FOR CREDIT REPORT, PUBLIC RECORD, RENTAL OR LEASE HISTORY AND EMPLOYMENT VERIFICATION**

I agree to hold harmless Progressive Community Management, Inc., and all providers of information on the prospective owner/tenant's stated above. In the event that the information provided by me (us) is found to be misleading or false, my acceptance for this lease whether determination is made before or after my date of occupancy, maybe affected. I do hereby authorize with my (our) signature(s) the release of public records, credit report, rental or lease information and employment verification, whether by fax, verbal, photocopy or original signature, to Progressive Community Management, Inc., and all its members now and in the future for exclusive use of The Preserves at Palm-Aire Condominium Association Inc.

Signature of Applicant 1 \_\_\_\_\_ Date \_\_\_\_\_

Signature of Applicant 2 \_\_\_\_\_ Date \_\_\_\_\_

The undersigned member of The Preserves at Palm-Aire Condominium Association, Inc. Board of Directors has personally evaluated this application.

\_\_\_\_\_ Date \_\_\_\_\_

Approved  Not Approved Board of Directors

**THE PRESERVES AT PALM AIRE  
CONDOMINIUM ASSOCIATION, INC.**

c/o Judith Littell, Manager, LCAM  
Progressive Community Association, Inc.  
3701 S. Osprey Avenue  
Sarasota, FL 34239

**CONSENT TO RECEIVE NOTICES VIA ELECTRONIC TRANSMISSION**

The undersigned, being all the owners of Address No. \_\_\_\_\_,  
in Preserves at Palm Aire Condominium Association, Inc., a condominium, pursuant to Section 718.112(2)(d)  
Florida Statutes, hereby consent in writing to receiving notice by electronic transmission for meetings of the  
Board of Directors, Committees, and Annual and Special Meetings of the Members of Preserves at Palm Aire  
Condominium Association, Inc., (herein, the "Association"). This consent will remain in effect until it is  
cancelled or the above-referenced unit is sold or transferred.

The undersigned hereby designate the following electronic mail address(es) or facsimile number(s)  
for such purposes: \_\_\_\_\_  
\_\_\_\_\_.

The undersigned understands that mailed/paper notice will not be provided to the Unit Owner(s)  
unless the Unit Owner(s) have rescinded their consent to receive notices of meetings by electronic notice.  
Revocation of this consent may be delivered to the Association via electronic transmission, by hand-delivery,  
by US Mail, by US Certified Mail or by other commercial delivery to the above address.

**All Owners of the Unit Please Print Name,  
Affix Date and Sign Below:**

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

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

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

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

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

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

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

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

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

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

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

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

**THE PRESERVES AT PALM AIRE CONDOMINIUM ASSOCIATION, INC.**

C/O Progressive Community Management, 3701 South Osprey Avenue, Sarasota, FL 34239  
www.pcmfla.com Office 941-921-5393, Fax 941-923-7000 JLittell@PCMFLA.com

To Potential Owners and Renters:

We have a serious issue with our Lift Station (sewage pumps).

**The cause of the issue is disposable and non-disposable wipes *along with other objects* being flushed down the toilet. This must not happen, as we cannot continue to have multiple service calls and the expense that goes along with them. Wipes, whether sold as disposable or not, must not be flushed in the toilet but rather disposed of in the trash.**

**THE ONLY ITEMS TO BE FLUSHED DOWN THE TOILET ARE HUMAN WASTE AND TOILET PAPER!**

Please refrain from disposing wipes of any kind in the toilet or any other kind of personal hygiene product, such as Depends or diapers if children are visiting. Owners are responsible for notifying and enforcing this rule to renters, cleaning people or any other trades, realtors or vendors used by you. Renters must all be notified, notification included in Association rules provided to renters, and a notice should be prominently displayed at each bathroom.

If there are any questions, please contact Judie Littell at either the PCM office: 941-921-5393, ext. 1135, or cell: 941-286-7334. Thank you for your anticipated cooperation.

Sincerely,

Your Board of Directors

I have read, understand, and accept the conditions in the document “Rules & Regulations August 2020” included in this packet and found on the website:

Signature of Applicant 1 \_\_\_\_\_ Dated \_\_\_\_\_

Signature of Applicant 2 \_\_\_\_\_ Dated \_\_\_\_\_

# THE PRESERVES AT PALM AIRE

## TENANT INFORMATION

Welcome to the Preserves at Palm Aire community. This information packet is intended to provide you with a list of community-related services as well as a summary of the Rules & Regulations which apply during the term of your lease. We hope you enjoy your visit at the Preserves.

### ❑ **PRESERVES AT PALM AIRE CONDOMINIUM ASSOCIATION, INC.**

This is the legal name of the homeowner association responsible for overall management of the Preserves community. A five member Board of Directors controls the Association, establishes operating budgets and assessments, and makes architectural and/or exterior related decisions. All Board members are homeowners within the Preserves.

### ❑ **COMMUNITY SWIMMING POOL**

#### • **Operating Hours**

Daily – 8:00 am to dusk

#### • **Restrictions**

\*Children under 12 must be accompanied by an adult

\*Open only to residents and their guests

#### • **Restrooms**

For security reasons, the rest rooms at the pool are kept locked.

A key to the rest rooms should be obtained from the owner.

### ❑ **LAWN IRRIGATION SCHEDULE**

#### • **Watering Hours**

12:00 midnight to 3:00 PM twice each week

\*North Side – Tuesday and Saturday

\*South Side - Tuesday & Saturday / Wednesday & Sunday

### ❑ **LEASING**

PRIOR to any lease or occupancy, approval must be obtained by the Board of Directors, along with an application fee of \$100.00. A unit may not be leased more than four (4) times per calendar year nor shall a lease for less than (1) calendar month be allowed.

❑ **PARKING**

No motor vehicle (which by definition includes motorcycles) shall be parked anywhere on the property except on an individual driveway or within a garage. No commercial trucks or vehicles that are primarily used for commercial purposes, other than service vehicles temporarily present on business, nor any trailers, may be parked on community property. Boats, boat trailers, house trailers, campers, recreational vehicles and the like, and any vehicle not in operable condition or validly licensed, may not be kept within the community unless fully enclosed within a garage. For the purpose of the foregoing sentence, the term “kept” shall mean present for either a period of eight (6) consecutive hours or overnight, whichever is less.

No overnight parking is allowed on the streets. Guest parking is available for guests only. Illegally parked vehicles will be towed at owner’s expense.

❑ **PETS**

A maximum of two household pets is allowed. Each pet may not exceed more than 25lbs at mature weight. Pets must be restrained and kept on a leash when outside the owner’s home. All pets must be cleaned up after and not despoil the common areas.

❑ **SIGNS**

Signs cannot be displayed except upon the written approval of the Board of Directors.

❑ **SPEED LIMIT**

The posted speed limit throughout Palm Aire is 30 miles per hour. Frequent

Speed traps occur which will result in speed fines. Be aware!

❑ **STOP SIGNS**

Golf carts continuously cross over the entrance to the North Side. Please

be aware of the Stop sign and use caution when exiting the area.

❑ **TRASH PICKUP**

- Garbage Collection - Tuesdays & Fridays
- Recycle Collection (newspapers, glass, plastic only – no cardboard) Tuesdays only

# Rules and Regulations

## August 2020

*Below is #10 of the Declaration of Condominium and is not the full scope of the applicable items applying to The Preserves at Palm-Aire Condominium Association, Inc. Please refer to the Declaration of Condominium, Articles of Incorporation and ByLaws of The Preserves at Palm-Aire Condominium Association.*

**USE RESTRICTIONS.** In order to provide for the congenial and harmonious use and occupancy of the Condominium Property and to better protect the value of the Units, the use and occupancy of the Condominium Property and each Unit shall be in accordance with the following provisions as long as the Condominium shall exist:

- 10.1 Prohibitions.** The following prohibitions apply to all Owners, tenants, or other occupants of a Unit.
- A. Only one Home shall be constructed upon a Unit and shall be occupied only by a resident, members of his/her family, invitees, and Guests, as a residence and for no other purpose. No unit shall be permanently occupied by more than four (4) persons, and the maximum permanent occupants and overnight Guests shall be no more than eight (8) persons per Unit. No commercial use shall be made of or upon a Unit.
  - B. Nothing shall be hung, displayed, or placed on the exterior of the walls, doors, or windows of the Home located on the Unit without the prior written consent of the Board of Directors of the Association.
  - C. The Unit and exterior of the Home located on such Unit and all other areas appurtenant to the Condominium shall not be painted, decorated, or modified by any Owner in any manner without prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association.
  - D. No awnings, window guards, light reflective materials, solar panels, hurricane or storm shutters, ventilators, fans, or air conditioning devices shall be used in or about the Condominium except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association. The exterior of each Home shall be maintained in a tasteful and attractive condition commensurate with the neighborhood.
  - E. No plantings by an Owner are permitted elsewhere on an owner's Unit or Condominium parcel or in the Common Elements, except with the Association's prior approval.
  - F. Fences are not permitted on a Unit.
  - G. No Unit Owner shall place, install, or plant any sheds, landscaping, or improvements outside of his Home located upon a Unit without the approval of the Association.
  - H. The Common Elements shall be used only for the purpose for which they are intended.
  - I. No radio or television aerial or other antenna shall be attached to or hung from the exterior of a Home located upon a Unit or the roof of a Home located upon a Unit or upon the Unit itself outside of a Home located upon a Unit. However, as provided for in the Federal Telecommunications Act, satellite dishes

one (1) meter or less may be located or placed on the exterior of the Unit or as otherwise permitted in the Act. The Board of Directors is empowered to establish reasonable Rules and Regulations for the placement of the satellite dish so that the aesthetics of the Association will be maintained.

- J. Unit Owners shall conform to and abide by the Bylaws and the uniform Rules and Regulations in regard to the use of the Units and the Common Elements which may be adopted from time to time by the Board of Directors or fail to allow the Board or its designated agent to enter the Unit at any reasonable time to inspect and determine compliance with the Condominium Act, this Declaration, or the Bylaws and Rules and Regulations of the Association.
- K. Unit Owners shall not obstruct the common way of ingress or egress to the other Units or the Common Elements.
- L. Unit Owners shall not hang any laundry, garments, or other unsightly objects which are visible outside of the Unit.
- M. No Unit Owner shall allow anything to remain in the Common Elements which would be unsightly or hazardous in the opinion of the Board of Directors.
- N. Rubbish, refuse, garbage, or trash shall not be allowed to accumulate in places other than the receptacles provided therefor, and each Unit and the Common Elements shall at all times be kept in a clean and sanitary condition. Receptacles must be kept in an appropriate area concealed from view, except on trash collection days. Burning or dumping of trash or trimmings is not permitted.
- O. Each Unit shall be landscaped and sodded to the edge of the street. Any additional landscaping must be approved by the Association.
- P. Unit Owners shall not make use of the Common Elements in such a manner as to abridge the equal rights of the other Unit Owners to their use and enjoyment.
- Q. No pets are permitted to be kept in the Unit other than two household pets (excluding fish within aquariums or birds within cages), pursuant to the Rules and Regulations of the Board of Directors of the Association. Cats, dogs, fish, and birds are the only pets permitted. Cats and dogs may not weigh over 25 pounds each. Any pet determined by the Board to be a nuisance or a safety hazard to the community shall be removed from the Unit immediately upon written notice from the Board to the Unit Owner. The question of safety, objectionability or nuisance shall be entirely within the discretion of the Board of Directors. All persons keeping or maintaining a pet upon any portion of the Condominium Property shall be deemed to have indemnified and agreed to hold the Association and other Unit Owners harmless from any loss, claim, or liability of any kind or character of whatever nature arising by the keeping or maintaining of such pet within the Condominium Property, including but not limited to reasonable attorney's fees and costs of defense. All pets must be kept inoculated as required by law. All dogs located on the Common Elements must be on a leash or carried. The pet owner is responsible for immediately cleaning up after his or her pet and adequately disposing of any solid waste, including but not limited to fecal matter deposited by the pet while inside the Unit or upon the Condominium Property.
- R. No vehicle shall be parked or kept on the street and Condominium Property for more than six (6) consecutive hours. Vehicles must be parked within the Unit's garage or on the driveway. Only vans, automobiles, and trucks of  $\frac{3}{4}$  ton or less will be allowed to park for more than twenty-four (24) hours

at a time. No commercial vehicles shall be allowed except for such time as is necessary for performing repairs. No more than two (2) vehicles or one (1) vehicle and one (1) boat are permitted. No boat shall be kept upon a Unit unless within an enclosed garage and further provided the Unit Owner or resident may keep only one (1) car on the Unit. All vans and permitted small trucks shall be parked in the Unit's garage except when in use. No vehicle shall be parked or kept on the Condominium Property and used temporarily or permanently as a living accommodation. No vehicle which cannot operate under its own power shall remain within the Condominium for more than twenty-four (24) hours, and no repair of vehicles shall be made within the Condominium property. All parking and traffic regulations posted for the safety, comfort, and convenience of the Unit Owners must be obeyed.

- S. There shall be no solicitation by any persons anywhere in the Condominium for any case, charity, or any purpose whatsoever, unless specifically authorized by the Board of Directors in writing.
- T. No signs, notice, or advertisement shall be inscribed, displayed, or exposed in or from a Common Element of the Condominium except upon the written approval of the Board of Directors.
- U. The Condominium facilities are for the exclusive use of Association members, lessees, resident house Guests, and Guests accompanied by a member.
- V. No structure of a temporary character, or trailer, or tent shall be permitted on the Condominium property at any time as a residence, either temporarily or permanently.
- W. No Unit Owner shall prevent access by the Association to the Condominium Unit during reasonable hours, when necessary for the inspection, maintenance, repair, or replacement of any Common Elements or for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit or Units within this Condominium.
- X. Unit Owners shall pay promptly for damage due to the act or neglect of the Unit Owner, or of a member of his family or household pet, or of a Guest or other authorized occupant or visitor of such Unit Owner caused to the Common Elements or to a Unit or Units owned by others, or the maintenance, repair, or replacement required by reason of such damage, as such payment shall be determined by the Board of Directors, to the extent not covered by insurance, if any.

**10.2 Residential Use.** Each Condominium Unit shall be used exclusively as a residential dwelling. Except for the Association, no business or trade shall be permitted to be conducted in a Unit or anywhere else on the Condominium Property. Provided, however, that this restriction and limitation shall not prevent or be deemed to prevent the conveyance of a Unit to two or more persons unrelated by family ties or to a corporation, trust, partnership, or other business entity. No Unit may be divided or subdivided into a smaller Unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the Units to be affected thereby.

**10.3 Common Elements.** The Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.

**10.4 Nuisances.** No nuisances shall be allowed upon the Condominium Property, nor any use or practice which is the source of unreasonable annoyance to the residents or which interferes with the peaceful possession and proper use of the Units by their residents, in the sole opinion of the Board of Directors.

**10.5 Lawful use.** No immoral, improper, offensive, or unlawful use shall be made of the Condominium Property nor any part thereof; and all valid laws, zoning ordinances, and regulations of all governmental



bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification, or repair of the Condominium Property shall be the same as the responsibility for the maintenance and repair of the property concerned.

**10.6 Rules and Regulations.** Reasonable and uniform Rules and Regulations concerning the use of Units and the Condominium Property may be made and amended from time to time by the Association's Board of Directors, in the manner provided in the Articles of Incorporation or Bylaws. Copies of such Rules and Regulations and amendments thereto shall be furnished by the Association to all Unit Owners and occupants of the Condominium upon request. The Unit Owners, tenants, contractors, invitees, Guests, residents, and occupants shall abide by the Association's Rules and Regulations.

**Leasing.** Prior to any lease or occupancy, Unit Owner must obtain approval by the Association. The Association may, in accordance with Florida Law, disapprove a lease in the event a Unit Owner is delinquent in the payment of the Assessment owed on a Unit. No Unit may be leased more than four (4) times in any calendar year and no lease shall be for a period of less than one (1) calendar month.