

SARASOTA HARBOUR EAST CONDOMINIUM ASSOCIATION INC.
APPLICATION (check one) RENTAL/LEASE SALE/PURCHASE

Please note that SHE is a 55+ community, consult the Declaration of Condomium for applicable rules. Each application must be completed in its entirety. **PLEASE PRINT ALL INFORMATION LEGIBLY!**

Unit address & Unit #: _____ Term of Lease/Closing Date: _____

Name: _____ **Spouse:** _____

Soc.Sec.# _____ DOB _____ Soc.Sec.# _____ DOB _____

Driver's Lic.# _____ Phone: _____ Driver's Lic.# _____

Email Address _____ Email Address _____

Present Address: _____

Previous Address: _____

Employer _____ Employer _____

Real Estate Agent _____

Reference (other than family or R/E Agent), contact info _____

Vehicle Info (Make, Model and License #) _____

Emergency Contac Person (email, phone) _____

Names of additional persons to occupy premises (give ages if under 18): _____

I have received and read a copy of the Association's Documents, Rules & Regulations and I understand my responsibilities as an owner/occupant (Excerpt Summary for your convenience attached):

Signature _____ Date _____

AUTHORIZATION FOR VERIFICATION OF INFORMATION FOR CREDIT REPORT, PUBLIC RECORDS, RENTAL OR LEASE HISTORY AND EMPLOYMENT VERIFICATION:

I agree to hold harmless Progressive Community Management Inc. and all other providers of information on this prospective purchase/lease. In the event, at anytime, that the information provided by me (us) is found to be misleading, the acceptance of this lease/purchase may be affected. I do hereby authorize with my (our) signature(s) the release of public records, credit reports, rental information and employment verification to PCM and all its members now an in the future for exclusive use of Sarasota Harbour East Condominium Association Inc.

Signature _____ Date _____ Signature _____ Date _____

Current Owner(s) _____ Phone & Email _____

Action by the Association: Approved _____ Not Approved _____ Conditions _____

Signature _____ Title _____ Date _____

Please return this application (w/o attached rules), a \$50 NON REFUNDABLE CHECK payable to the Association, a copy of the purchase/lease agreement as well as a copy of your driver's license(s) to: Progressive Community Management, Inc. , 3701 S. Osprey Avenue, Sarasota, FL 34239.
12/15/2016

SUMMARY OF THE SARASOTA HARBOUR EAST ASSOCIATION RULES AND BOARD RESOLUTIONS

(11/21/2016)

Note: This summary of the Rules and Regulations is only an extract and is not meant to be a substitute for the actual rules and regulations of the SHE Declaration of Condominium (“DC”), the SHE By-Laws (“BL”) and the decisions passed during SHE Board Meetings (“BM”). When a form is needed it is marked next to the rule (“FORM”).

Both the **DC, BL** as well as the more recent **BM** Minutes are available for downloading at the SHE website: www.sarasotaharboureast.com .

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GENERAL INFORMATION

Sarasota Harbour East (**SHE**) is a Not For Profit Association incorporated under the laws of the State of Florida for the purpose of managing the Condominiums. The Corporation is governed by the Articles of Incorporation, the **DC** (Declaration of Condominium, recorded in Official Records on Oct. 19, 2011) and the **BL** (By-Laws) of the Corporation. An elected Board of Directors also passes rules during Board Meetings (**BM**). **The Board strongly encourages all unit owners to be familiar with these documents.**

Sarasota Harbour East is intended and operates for occupancy by persons 55 year of age or older as provided under **The "Housing for Older Persons" Exemption**

of the The Fair Housing Act. **In order to qualify for the "55 or older" housing exemption**, SHE must satisfy and enforce certain requirements.

One of these requirements is that at least one person fifty-five (55) years of age or older must be a permanent occupant of each unit while any person occupies a unit. Adult persons up to 54 years of age may permanently occupy and reside in a unit as long as there is at least one other permanent occupant who is age 55 or older. In no event shall a unit be permanently occupied by a child under the age of eighteen (18) years. (DC 14.11).

At the Annual Meeting of the 84 unit owners, where each owner is entitled to one vote by secret ballot, a Board of Directors is elected. The Board is responsible for the administration of the Association. Owners are encouraged to include their voice in the operations of the community by volunteering to serve on the Board of Directors. The Board of Directors meetings are open to all unit owners.

Condominium Rules found in the documents described above are aimed at allowing residents to live together in harmony and to prevent unnecessary interference with others' enjoyment while living at SHE. Violations should be reported to the Property Manager. **A note: Almost everyone can find a rule they don't like; THIS DOES NOT GIVE that person the right to violate that rule!**

Association Fees to cover the operating expenses of SHE are due and payable on January 1, April 1, July 1 and October 1. There is a LATE FEE charged after 10 days (BM 9/14/89; DC 12.5).

Reserves are established for foreseeable capital expenses such as roofs, painting of buildings, paving, etc.

Special Assessments are levied from time to time for extraordinary expenses, usually connected with the long term wear and of the common property or accidental damage.

SALE OR RENTAL OF A CONDO UNIT

Both the sale of a condo unit and the lease of such unit need prior written approval of the SHE Board who has the right to refuse the approval. **Please refer to section 15 of the DC for details of all the requirements and rights.**

One of the requirements for both sale and lease of a unit is an interview of the buyer/lessee by a Board Member, in person or by phone. The documents required before such an interview are among others: copy of contract of sale (executed lease agreement), copy of drivers license, application fee and executed sale/lease application form (FORM).

Please note:

- 1) No unit may be leased during the first twelve months following transfer of ownership.
- 2) Units may not be rented more than once in a calendar year.
- 3) Units may not be rented for a term lasting less than 30 (thirty) days.
- 4) When the owner is NOT IN RESIDENCE, the occupancy of a unit shall be deemed a RENTAL, unless the occupancy is by a qualified family member (DC 15.3.1 through 5).
- 5) If a unit is used by a non-family member in the absence of the owner, the approval of the Board of Directors is needed (BM 2/28/95; FORM).

Florida Statute 718.106, paragraph 4 provides for the lessee (tenant) to have all use rights in the association property and those common elements otherwise available for use by the unit owner and the unit owner (landlord) shall not have such rights except as a guest of another unit owner, unless such rights are waived in writing by the tenant.

COMMON AREAS

Unit owners can **reserve the Clubhouse** for personal/non-business activities (FORM). A deposit is required when food is present. With the exception of books, owners are not permitted to leave/store personal belongings in the Clubhouse without prior written approval by the Board (BM 9/14/76).

The use of the **Laundry Rooms** on the 2nd floor of each building is restricted to the hours between 8:00am and 8:00pm. Please remember to **clean out dryer filters after use and to lock the door** when leaving.

Each unit is assigned a **storage bin on the 3rd floor** of the building for the storage of PERSONAL PROPERTY. **Make sure all your property is stored inside your assigned bin** and NO FLAMMABLE materials are allowed. Items violating these rules will be considered abandoned and will be discarded.

No signs, advertisement or notice of any type are allowed on the Common Elements or Limited Common Elements or on a unit except as provided under the

uniform regulations promulgated by the Board (DC 14.10). Please use the bulletin board in the Clubhouse for posting of personal items. **The Bulletin Boards in the breezeways are for official notices only.**

Garbage and Recyclables must be placed in the appropriate garbin containers, please read the labels carefully (BM 4/3/12). Larger items should be placed in the dumpster near the SHE entrance.

No Unit Owner shall make any additions, alterations or improvements in or to the Common Elements (such as the exterior portion of the building), or to any Limited Common Element (such as Lanai walls), including, but not limited to, painting, decorating, the installation of solar collectors, modifications to exterior lighting, screen doors, awnings, or the installation of carpeting or other exterior floor surfaces, without the prior written consent of the Board (DC, 13.4.1 through 10).

When employing a contractor the unit owner is responsible that **all necessary permits required by governmental authorities** are obtained. Please make sure to **check with the Sarasota Building Department what permits are needed for your renovation, it is your responsibility.** The unit owner is also responsible that the contractor employed restores any exterior opening as it previously existed and that he leaves all common areas clean. Your contractor also needs to arrange for **carting away all the waste** (such as old carpets, appliances, mattresses, etc.) generated by his activities, it **may NOT be left in our dumpsters.** In cases where the contractor does not meet these requirements, the Association will have this work redone and charge the owner for the expenses required (DC 13.4, BM).

Construction in Units is limited to the hours of 8:00am to 5:00pm, Monday through Friday. No construction on Saturday or Sunday. Any remodeling or construction in a unit shall be **reported to the Association's Property Manager prior to starting the project.** The Property Manager will provide the owner with the Association rules that apply to that particular project. **Contractor's Dumpsters shall not be allowed on the property unless prior approval is obtained from the Association** (BM 11/20/15).

Car washing must be done either in the designated area near the dumpster (BM 9/15/88) or at the car wash station near the Clubhouse.

Bicycles must be stored in the racks in the garbin area. Bicycles without a unit tag attached will be considered abandoned and will be disposed of (BM 4/23/15).

Limited **Kayak storage** is available. A space, if available, **will be assigned to an owner by the Dockmaster.** Kayaks are not to be stored on any common property

without the express approval of the Dockmaster.

You may **NOT place plants in the ground**, potted or artificial plants, shrubs or trees.

Personal property on 1st, 2nd, and 3rd floor walkways: each unit is allowed to place one small table and no more than two chairs in front of every condo when the owner/renter is in residence. Neither the chairs nor the small tables should have metal legs as it can damage the wear surface (if the chair/table has metal legs, a plastic bottom cover is needed) and they should be moved at least every two weeks to prevent indentation. Nothing else is allowed on walkways, and that means NO doormats, NO plants, NO other objects (DC 13.4.2 and BM 2/13/15).

INSIDE YOUR CONDO UNIT

Owners have the option of including or removing their name (NOT unit numbers) from individual building directories and/or mailboxes (BM 2/20/2001).

Items NOT permitted in condo units include: barbecue grills (inside and on Lanai), waterbeds, clothes washers or dryers (DC 13.2.14.b, BM 10/23/86).

Pets, other than small birds, may not be kept anywhere on SHE property. The only exceptions are service animals as defined by the U.S. Dept. of Housing and Urban Development (DC 14.4).

Lanais: Only articles associated with such areas may be placed on Lanais, such as chairs, tables, plants, etc. (BM 5/3/12). Clothes may NOT be dried on Lanais (BM 9/15/88).

For **Hurricane Protection** SHE advocates protective/resistant glass windows and glass doors that meet or exceed the official standards. All other protective devices are not allowed (BM 4/11/2003).

Audio Equipment, pianos, stereos and TV's may NOT be placed on a wall that is common with an adjacent unit (BM 9/15/88). **Noisemaking** in general is **not allowed** so as not to disturb your neighbors.

Maintenance Work inside a condo unit is the responsibility of the owner. This includes cleaning of clogged drains, repair of toilets, sinks, water heaters, air conditioner, electric system and fixtures, screens on Lanais and interior pest control (DC 13.2.1 through 14, 13.3.1 through 4 and 13.4.1 through 10).

Main water valve for a condo unit: any owner/resident who is absent for two or more days is required to SHUT OFF the main water valve for the unit (BM 1/14/92).

Ceramic Tile Floors: When installing ceramic tile floors in the 2nd and 3rd floor condo units, the owner is required to install a cork underlayment or another approved sound proofing material (DC 13.3.3).

Please DO NOT throw anything but toilet paper down your toilet. Everything else may clog the drainage (BM 4/3/12).

Nothing shall be hung or thrown from windows, balcony or any part of the common property (DC 13.4.2 and 14.6).

Damage to your unit:

- In case of any kind of damage to an unoccupied unit, the Association has the right to order such repairs to prevent additional damage.
- Any expenses incurred by the Association to investigate/repair in an unoccupied unit will be charged to the owner.
- Unit owners will be notified of such repairs and can order additional repairs.

WHEN OWNER IS NOT IN RESIDENCE

SHE must be notified BEFORE a unit is to be occupied by others than the unit owner including qualified family members (FORM).

A **FORM must be submitted when a unit is not occupied.** This FORM gives the owner the option to have the **unit inspected at no cost to the owner during the absence of the owner** (see SHE website for further description of Condo Inspections). Upon the owner's return another FORM needs to be filed.

All owners must **leave a copy of the current CONDO KEYS in the Clubhouse Office.** The Association has an irrevocable right of access to the units which is specially important in case of an emergency or threatening event to the unit (DC 13.8.)

Make sure you **leave your Car Keys** at a location known to the Association whenever not occupying your unit.

It is important that your **Emergency Contacts are up to date** (FORM).

PARKING

Each unit has an assigned Parking Space that is a legal part of the condo unit. Please make sure to park in your assigned space! A list of assigned parking spaces and the corresponding unit number is part of the DC. Owners may mutually agree to switching spaces. However upon sale of a unit, the assigned parking space is conveyed with the unit. Second cars and guests' cars may be parked in any uncovered parking space.

While parking of RV UNITS , COMMERCIAL VEHICLES, and TRAILERS as well as BOAT TRAILERS is prohibited, a temporary parking permit may be obtained for units in transit (FORM).

Permitted for parking on SHE property are vehicles which are primarily used as passenger motor vehicles, and which have a body style consisting of two doors, four doors, hatchback or convertible, and shall also include station wagons, mini-vans, full-size vans equipped with windows all round the vehicle and passenger seats to accommodate not less than four (4) and not more than nine (9) people, sport utility vehicles, and certain pick-up trucks (1/2 ton or less). Motorcycles of less than 50 cc, also called motorized scooters, and mopeds, may be operated, parked and stored on Condominium Property (DC 14.9 and BM 4/21/92).

Any car without a current registration tag will have 30 days to obtain a tag or the vehicle will be towed at the owner's expense (BM 5/20/2003).

To prevent theft, it is strongly suggested that you lock your car at all times with no items of value visible through the car's windows.

POOL

ANYBODY using the swimming pool DOES SO AT THEIR OWN RISK.

Residents and guests **must shower before using the pool.** Please comply with the Pool Rules as posted (BM 9/15/88 and 3/11/16).

Swim diapers are required for use by children that are not toilet trained. Persons that are ill with diarrhea cannot enter the pool (BM 3/11/16).

No food or drink is allowed within 4 feet of the pool . No glass of any kind

is allowed in the pool fenced area (BM 3/11/16).

Pool area washrooms and showers are not intended to replace personal facilities in condo units. They are provided for use during pool/clubhouse related activities.

Umbrellas around the pool should be **closed when not in use**.

Do not feed wild animals or birds in the pool area.

No toys or rafts are allowed in the pool area (BM 8/17/89).

The **pool heater operation and temperature** will be determined by the Board of Directors (BM 3/11/16).

DOCK RULES

(June 5, 2012)

The Sarasota Harbour East boat docks are a part of the "common property" of all unit owners. They are not a part of the sale or lease of a unit. The boat docks are assigned (upon completion of the application) by the Dock Master with the approval of the Board member appointed to the buildings or by the Board of Directors.

BOAT DOCK RULES AND REGULATIONS

1. Only resident unit owners may occupy a boat dock except that a unit owner may request that a dock be assigned to the lessee of his/her unit (for the term of their unit lease). In the event that all docks are occupied, and there is an application for an assignment by a resident unit owner, the last assignment to any non-unit owner shall be rescinded.
2. Resident unit owners may request that a dock be assigned to a guest (one week maximum) provided:
 - a. There are unoccupied and unassigned docks available. (Owners assignments take precedence.)
 - b. Unit owners shall assume all responsibility and liability for any damage that may occur including personal injuries.
 - c. Unit owner shall be responsible for informing the user of all rules and regulations.
 - d. Boat owners shall be bona fide lessees or guests of unit owners.
3. "The docks may be assigned for occupancy only for the period of time that a boat is in residency

except when the boat is in storage or being repaired." The boat owner shall inform the Dock Master of any variation as related to in residency - example: storage, repairs, sale of boat, sale of apartment, length of time that the dock is unoccupied for more than 30 days, and upon return to occupancy. If the Dock Master is not notified, the assigned dock may be rescinded.

4. All boats with heads must be equipped with legally approved waste disposal equipment.
5. No sleeping aboard boats.
6. Except when an early departure is planned, please do not warm-up engines before 8:00 AM
7. There shall be no modification of the docks without written approval by the Board of Directors.
8. No mooring devices shall be attached to the sea wall.
9. Boat owners shall be responsible for maintaining the docks and areas adjacent to slips in a clean and ship-shape manner.
10. No trash, oil, paint or other waste is to be jetisoned or discharged from the boat or dock.
11. Requests for prolonged use of electricity will be charged to the user according to a rate fixed by the Board of Directors.
12. Boats are limited to a length of 30 feet. HOSES MUST BE WHITE & MAXIMUM 50ft
13. Sarasota Harbour East shall not be responsible for loss of, or damage to boats at or adjacent to docks, structures, pilings.
14. All defects or dock problems must be reported immediately to the Dock Master or to a Board Member.
15. No refueling at their boat docks. No emptying of fuel from one container to another or into a boat's gas tank. Containers carrying fuel are not to be left on docks.
16. Boat must be motorized and State registered. Dock Master must receive insurance renewal yearly.

LIST OF SHE FORMS

(available for downloading on SHE website: www.sarasotaharboureast.org user name: **she**,
password: **she342**)

Application for use of Unit

Boat Dock Request and Cancellation

Club House Reservation

Complaint Resolution

Directory Waiver

Emergency Contacts (Notification)

Kayak Storage Request and Cancellation

Notice of Unoccupied Unit

Purchase Application Packet

Rental Application Packet

Special Parking Permit

We are back Notice