

Palm Avenue Villas Association, Inc.

APPLICATION FOR SALE/LEASE

Must be received a minimum of 30 days prior to occupancy.

Application Fee: \$100, payable to Palm Avenue Villas Association, Inc. This is a one-time fee

New application must be received prior to renewal of any existing lease/rentals.

Applicant interview is required by phone or in person.

This application process has been designed to maintain Palm Avenue's fine reputation and integrity.

Unit Address _____ Unit # _____

Dates of Lease (if applicable) _____ to _____ **OR** Date of Sale (if applicable) _____

(Minimum stay of sixty days is required, and rental or lease is allowed no more than two (2) times per year per unit.)

The undersigned proposes to sell/lease Unit No. _____ to, identified below, and the undersigned does hereby apply for approval of this sale/lease by Palm Avenue Villas Association, Inc

Date Owner Purchased Unit _____

REALTOR® _____

Phone Number _____

Current Owner's Signature _____ Date _____

Purchaser/Tenant Information:

Name #1 (Print) _____ Driver's License No. _____

Social Security Number _____ - _____ - _____ Date of Birth: _____

Present Address: _____

Email _____ Phone (_____) _____

Name of Employer: (If Any): _____ Phone _____

Name #2 (Print) _____ Driver's License No. _____

Social Security Number _____ - _____ - _____ Date of Birth: _____

Present Address: _____

Email _____ Phone (_____) _____

Name of Employer: (If Any): _____ Phone _____

Names of Additional Persons to Occupy Premises (give ages if under 18) _____ How Many _____

Previous/Current Landlord or Mortgagor _____

Phone _____

Bank (Preferably Local) _____ Phone _____

Pets: How Many _____ Per the Association's Documents, two (2) dogs or one (1) cat and one (1) dog allowed.

Vehicle Information: How Many _____

Make: _____ Model: _____ Year: _____ State: _____ License #: _____

Make: _____ Model: _____ Year: _____ State: _____ License #: _____

I have received and read a copy of all Association's Documents and Rules and Regulations and understand my responsibilities as an owner/renter/occupant. I hereby agree that if this application is approved that I and all persons occupying this unit will carefully comply with the Rules and Regulations, Articles of Incorporation and Declarations of Covenants of Palm Avenue Villas Association, Inc. Any violation thereof may result in termination of occupancy at the option of the Board of Directors. The use of each unit shall be limited to single family residential useage only.

I agree to hold harmless, Progressive Community Management, Inc., and all providers of information on the prospective owner(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 ownership/occupancy, may be 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 Palm Avenue Villas Association, Inc.

Signature _____ Phone _____ Date (mm/dd/yyyy) _____

Signature _____ Phone _____ Date (mm/dd/yyyy) _____

Return to: Progressive Community Management, Inc. • 3701 S Osprey Avenue • Sarasota, FL 34239-6848

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Palm Avenue Villas' Rules and Regulations 12/7/2010

1. RENTALS

After a unit is occupied for 30 days or more by a person or persons they are considered occupants of that unit whether or not rent is charged, and that occupant or occupants must have an application processed by PCM, Inc. our management company. This required for any person not on the original lease agreement.

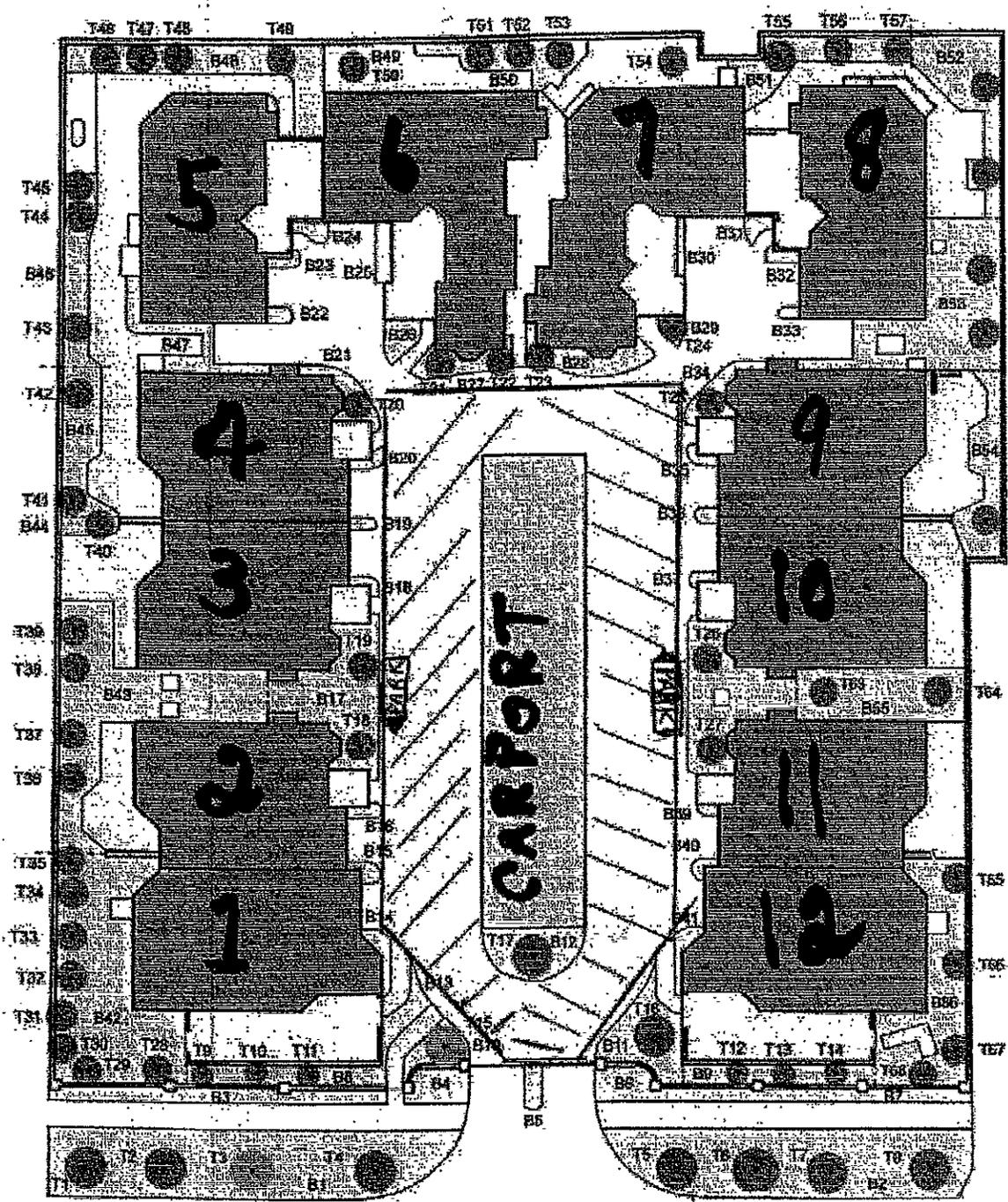
2. PETS

- a. Absolutely NO Pit Bulls or Rottweilers, pedigreed or mix breeds are allowed.
- b. Maximum of 2 pets per unit, 2 dogs or 2 cats or one of each.
- c. All pets must be on a leash and the leash in control of the owner anywhere in the public areas of the compound.
- d. Owners MUST CLEAN UP AFTER THEIR PETS.

3. **PARKING** No parking is allowed anywhere in the paved common area (marked in red on the attached diagram) except for pickup and discharging of passengers. Service personnel are allowed to park in the 2 designated areas. (See attached diagram.) Should these spots be occupied other service people MUST park on the street. It is the responsibility of the owners or renters to see this is done.

4. **GARAGE DOORS** All garage doors are to be kept closed when not being used for entering, exiting, car washing or household maintenance. It is our intention to present an attractive appearance at all times.

The Rules and Regulations have been established by the Board of Directors in accordance with the Bylaws of Palm Avenue Villas Association, Inc. ****Official Records**** Book 3058 Page 2334 and may be amended from time to time by the Board of Directors. The Bylaws may be viewed in their entirety by securing a copy from the County Records parcel 98007229.



1100 W. ...
Biological Tree Services
 2317 International Place, Suite 100
 Sarasota, FL 34234-4242
 Phone: 941.556.1433 • Fax: 941.556.1434
 www.biologicaltreeservices.com

Tree & Bed Treatment plan
 Palm Avenue Villas
 523 South Palm Avenue

(iv) Damage Caused by One Owner If a party wall is damaged or destroyed by or through the act of a lot owner (whether or not such act is negligent or otherwise culpable) on as to deprive the adjoining lot owner of the full use and enjoyment of such party wall, then the lot owner responsible for such damage shall repair such damage and, to the extent such damage is not covered by insurance, shall bear the full cost of repairs. If such lot owner fails to repair such damage promptly, then the adjoining lot owner shall effect such repairs and, to the extent the cost of such repairs is not covered by insurance, shall be entitled to contribution for such costs from the lot owner responsible for such damage.

(v) Contribution Runs with Lead. The right of a lot owner to contribution from an adjoining lot owner under this Paragraph 5 shall be appurtenant to the land and shall pass to such lot owner's successors in title.

(vi) Alterations. There shall be no alteration of a party wall by a lot owner in any manner materially affecting the full use and enjoyment of the party wall by the adjoining lot owner without the written consent of the adjoining lot owner.

6. Insurance, Destruction, And Reconstruction. The Association Board of Directors may, at its discretion, obtain and maintain fire and extended coverage insurance and such flood, windstorm or other insurance, with a responsible insurance company for all of the insurable improvements (if any) included within the Association Property, for the full replacement value thereof. It is anticipated that any such improvements shall consist of a privacy wall on the perimeter of the subdivision, a private roadway and entrance feature and a central parking area on the interior of the subdivision. The Board, at its discretion, may determine that it is not practical to insure these improvements and may choose to simply self insure or assume the risk. The Association shall obtain and maintain public liability insurance covering the Association Property. The premiums for all such insurance coverage shall be apart of the common expenses. The Association shall have the authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. Each lot owner will be responsible for obtaining such insurance coverage as the owner sees fit for any improvements located upon that owner's lot. Each lot owner will be responsible for procuring and maintaining public liability insurance covering losses which may occur in and about that owner's lot, as the owner may deem appropriate.

7. Restrictions Upon Use. No owner, tenant, or other occupant of a lot (which, for the purposes of this Paragraph, shall include the home constructed thereon) shall do any of the following without the prior written consent of the Association board of directors (except as may be otherwise expressly authorized by the provisions of this Declaration):

- (a) use the lot other than for residential purposes;
- (b) paint or otherwise change the appearance of any exterior wall, door, patio, terrace, balcony, or any exterior surface; place any sunscreen, blind, or awning on any balcony or exterior surface or opening; place any draperies or curtains at the windows of the unit without a solid, light-colored liner facing the exterior of the home; tint, color, or otherwise treat or apply anything to any window which will adversely affect the uniform exterior appearance of the building in the opinion of the board; plant any planting outside of the home interior; erect any exterior lights or signs; place any signs or symbols in windows or on any balcony or exterior surface;
- (c) construct any improvements upon the lot, including fences, sheds or recreational equipment, apart from the initial home constructed upon the lot by Developer;
- (d) cause or permit loud or objectionable noises or obnoxious odors to emanate from the lot or other property in the subdivision which may cause a nuisance to the occupants of other lots in the sole opinion of the board;
- (e) make any use of the lot or other property in the subdivision which violates any laws, ordinances, or regulations of any governmental body;
- (f) fail to conform to and abide by the provisions of this Declaration, the Association's Articles of Incorporation and Bylaws;
- (g) erect, construct, or maintain any wire, antennas, or satellite dishes, outside of a home, and the board of directors shall be authorized by rule to restrict placement or size of these items;
- (h) divide or subdivide the lot for pose of sale or urp lease (however, a lot may be combined with an adjacent lot and occupied as a single dwelling unit);
- (i) obstruct the common way of ingress and egress to the other lots or the Association Property;

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(j) hang any laundry, garments, or unsightly objects from any place readily visible from outside the unit;

(k) allow anything to remain on the lot which would be unsightly or hazardous;

(l) allow any rubbish, refuse, garbage, or trash to accumulate in places other than the receptacles provided therefore, or fail to keep the any improvements on the owner's lot in a clean and sanitary condition at all times;

(m) allow any fire or health hazard to exist;

(n) lease less than an entire lot or lease a lot more than twice in any calendar year; a lease term must be at least two months;

(o) park overnight any commercial vehicle, commercial truck, boat, camper, motor home, trailer, mobile home, or similar vehicle, or any vehicle of unsightly appearance or in a state of disrepair, in any driveway or other parking area (other than in an enclosed garage); provided, however, that the words "commercial vehicle" shall exclude any automobile bearing a small-sized business name, but shall include full size service vans with a business name thereon or a full size truck with a business name thereon;

(p) allow any animals other than two dogs or cats for one of each to be kept on the lot, as per rules and regulations promulgated from time to time by the board of directors;

(q) Discharge saline or other regenerating solution from water softening equipment or any other chemicals into any street, easement, surface water drain, or portion of the subdivision property so as harmfully to affect any landscaping or plants.

It shall be the responsibility of each property owner within the subdivision at the time of construction of a building, residence, or structure, to comply with the construction plans for the surface water management system pursuant to Chapter 40D-4, F.A.C., approved and on file with the Southwest Florida Water Management District (District), if applicable. Property owners should address any question regarding authorized activities concerning the water management system to the Southwest Florida Water Management District, Venice Permitting Department.

8. Sale, Transfer, Lease, or Occupation of Lot. In the event of a sale, lease, transfer or occupation of a home (except by the Developer), the owner shall notify the Board of Directors with the name of the new owner or tenant, along with the closing date of sale or term of lease. A home shall not be leased for less than a two month term, or more often than twice per year, and must be leased in its entirety. Use rights to a parking space may be transferred from one lot owner to another owner within the subdivision, but the parties must notify the Association of the transfer.

I have received and read a copy of all Association's Documents and Rules and Regulations and understand my responsibilities as an owner/renter/occupant. I hereby agree that if this application is approved that I and all persons occupying this unit will carefully comply with the Rules and Regulations, Articles of Incorporation and Declarations of Covenants of Palm Avenue Villas Association, Inc. Any violation thereof may result in termination of occupancy at the option of the Board of Directors. The use of each unit shall be limited to single family residential useage only.

I agree to hold harmless, Progressive Community Management, Inc., and all providers of information on the prospective owner(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 ownership/occupancy, may be 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 Palm Avenue Villas Association, Inc.

Signature _____ Phone _____ Date _____

Signature _____ Phone _____ Date _____



PALM AVENUE VILLAS CHEATSHEET – Updated 6-2020

Greetings neighbors,

This is an updated version of our cheat sheet that was made as an informative introduction for newcomers and a *reminder* for longtime residents of the things that make daily life here a bit smoother for us all.

The Villas were built in 1998 and established as a *non-profit homeowners association*. The bylaws (documents) specify rights and obligations and provide for the collective maintenance of our *common property* (you should have received a copy when you bought a villa, or contact a board member). The general aim of the association is the upkeep of our property to maintain value and appearance, the avoidance of disputes among residents by having *a few, sensible rules* for us all to follow, and the provision of opportunities for meeting and discussion. There is an annual general meeting (AGM, usually in November) when each household may vote on a board member whose 2-year term is expiring. Board meetings are held as needed during the year. Notices of meetings are posted on the mailbox.

The property is managed by Progressive Community Management (our manager is Steve Chernick), with offices at 3701 South Osprey Avenue, where most meetings are held. This company collects dues, hires and makes disbursement to workers and follows up delinquencies and disputes, with legal representation if necessary.

The homeowners association board, the 3 members of which are elected to 2-year terms at the AGM, liaises with and oversees PCM on the above matters, and decides on: *budget, landscaping, irrigation, security, exterior painting of all homes and common area structures, roof and courtyard pressure washing, awning replacement if necessary, maintenance and improvement of all common areas and structures (parking, pavers, gates, lights), trimming of all common area landscaping, and perimeter palms*. This is what your dues cover. (Special assessments are only levied when absolutely necessary, and we are gradually building a reserve for large expenses, such as painting or gate replacement, to try and avoid this.)

GARBAGE/RECYCLING is collected weekly, *very early Tuesdays – please put cans out Monday evening*. Please put *garbage cans and garden waste* on the entrance driveway and *recycling cans* on the exit driveway. All garbage – including styrofoam sealed in a plastic bag – must be **inside** your garbage can: no plastic bags outside please.

Call **941-365-7651** for free pick up of items such as old chairs, refrigerators, etc. (website is <https://www.sarasotafl.gov/government/public-works/solid-waste>.)

Empty cans/containers (villa numbers on each) are brought in by our helpful residents and left in front of appropriate garages. Please take yours inside as soon as possible.

MAILBOX is at the end of the parking structure; collected/delivered daily except Sundays, usually late afternoon (earlier on Saturdays).

PARKING: Ten (10) villas own a parking space, numbered to correspond with the villa, in the central carport; *no-one else can park there without owner's permission!* There is **no parking** anywhere else in the courtyard, with the following, **temporary**, exceptions – **temporary** parking, (staging area), is in **center** of each long side of courtyard, **not** at ends.):

- Workers who need their vehicles for supplies, e.g. cleaners
- Loading and unloading
- If you are being picked up please be reasonable about waiting time, and only allow waiting in designated temporary parking areas. (Of course, there is absolutely no overnight parking.)

*However, please NEVER park so you block the driveway, **even for one minute**. The developers built as many homes as possible on this property, leaving just enough room for cars to safely park in designated spaces and drive through; **there is no room for ANYTHING else**.*

Home Repairs: Each of us owns our individual villas and we are each responsible for all repairs for everything connected with our homes, including roofs, walls, and side/rear exterior light fixtures. However, as mentioned above, exterior painting includes a *one time* repair of surface masonry cracks. Awning repair/replacement is covered under Association dues and/or an assessment, if necessary. Bulbs for and repairs/replacements to light fixtures *facing onto the common area* are also covered.

Landscaping: The common area comprises all land *except rear and enclosed patios* and is maintained by a professional company, Second Nature, in close consultation with your board. (**No personal plants or any other items** are allowed in the common area facing the courtyard,?? in order to present an attractively cohesive appearance.) We aim to use non-exotic, low maintenance plants that enhance the ambiance of our Villas. Micro-irrigation occurs late at night once or twice a week. Mulch is used to cut down on weeds and reduce need for water. Second Nature comes every week, usually Friday, to cleanup/prune the common areas, etc. Their workers will clean up all rear patios with a blower, removing fallen debris and trimming all *perimeter* palms/hedges as needed: this and all *common area* landscaping is covered by dues. All landscaping and mulching on rear patios, apart from aforementioned perimeter palm and hedge trimming, is individual homeowner's responsibility: please arrange and pay for extra work you require direct with Second Nature or your preferred company (**Call 811 for utility locating before ANY digging: this is a free service, and we have many utility lines beside our villas**). The palms around the perimeter wall and all palms in the common courtyard are trimmed once a year, included in dues.

Garage doors: Please keep these closed when not in use.

Pets/Wildlife: We all love our pets – but we don't enjoy mess in our common area. Please ensure your animals do their duty appropriately elsewhere and, in case of

accidents, please clean it up. **Dogs must be LEASHED** at all times in the common area, for common sense safety, cleanliness and insurance reasons. **PLEASE do NOT feed any wildlife, including birds** (we have had very bad experiences, especially with rats, due to this). To avoid inviting mosquitoes, please check for and remove any standing water promptly.

Windows: These are cleaned once a year, after hurricane season. *Exterior* washing only is covered by dues; interior cleaning with screen removal needs to be arranged by resident direct with the cleaning company. A notice will be sent to all residents.

Gates/Entry control unit: When a visitor at the gate calls you *from the gate control box*, press "9" on your (941 area code) control telephone to raise the gate, or use your remote control. If the gate needs to be kept raised, cover the sensor. The gates can only rise high enough to admit a vehicle the approximate height of a Comcast van; **they are not high enough to allow moving vans – these will break the gate!!** (Please do not hesitate to intervene if you see a too high vehicle attempting to enter: our gates and lanterns have been damaged and repair is very expensive). **When you schedule an appointment with a worker, please check on the size of their vehicle, and remind them about gate restrictions when they call to say they are on their way or have arrived. No trailers are permitted in the courtyard; all trailers must be parked on the street.**

The code to raise entry gate from **outside is 5231**; from *inside* use the control mounted on the end of the parking structure - the code is **1234**. Please be very selective with whom you share this code. Emergency services have a special access on the outside control box. The pedestrian gate has an exit button and the entry code is also **5231**. Use this small gate as much as possible to save wear on vehicular ones (**PLEASE close gate** - magnetic closure kicks in **after ~ 8 seconds!**).

Sale/Lease Signs: These are not allowed anywhere on the property (including sidewalk area) or in windows. *This has been discussed several times and there are many reasons for this prohibition, security of all of us being the most important.*

Decorations: The common area and presentation to the street has been designed to be attractive and appear cohesive. Flags on appropriate days are acceptable. Without being grinch-like, may we request that residents show restraint in how they decorate exteriors for holidays. Your Board puts (hopefully tasteful!) wreaths on the two lighted entry columns during the December holidays.

Lights: If you notice a bulb out anywhere in the common area, please notify a Board member. We will replace with matching low energy bulbs.

Courtesy to your Neighbors: To keep the peace, please never use TV or music players etc. on your balconies or courtyards, and if you have an especially noisy vehicle please do your best to minimize this.

It is really pleasant to get to know everyone who lives here ☺ Nosy neighbors are the best kind! If you see a stranger acting suspiciously, please speak up. This is a

small, beautiful community with a family atmosphere that feels safe, private and quiet but is within walking distance of the excitement of downtown and around the corner from restaurants and the movies. It is truly quite unique. Together let's keep it one of the loveliest places to live in Sarasota. Thank you - and welcome!

From your Association Board:

Bob Kruse, President, Villa 6 – 362 0826

Jane Robinson, Treasurer, Villa 5 – 350 6810

Denise Barth, Secretary, Villa 2 – 504 1733