

SUMMER LAKES CONDOMINIUMS APPLICATION TO PURCHASE OR LEASE

This form must be completed, signed and returned to Progressive Community Management, Inc., 3701 S. Osprey Ave., Sarasota, FL 34239, along with a non-refundable check for \$100.00 payable to Summer Lakes. **The Board must receive the application 10 days prior to closing for the Board to review.** An interview is required prior to closing or occupancy.

Date _____ Change of Ownership Rental Application

Proposed Closing Date _____ Lease Term _____ to _____
(3 Month minimum)

Property Address: _____ Unit No. _____

Applicant _____ Co-Applicant _____

DOB: _____ DOB: _____

Driver's License No. _____ Driver's License No. _____

Email Address _____ Email Address _____

Present Address _____

Phone _____ Other _____

Employer _____ Contact _____ Phone _____

Co-Applicant Employer _____ Contact _____ Phone _____

Number of persons to occupy unit either permanent or part-time: Adults _____ **Anyone over the age of 18 yrs. must complete an application.**

Children _____ Ages of Children _____

Full-time resident _____ Occasional/Seasonal Resident _____ Investment _____

Pets: Two (2) pets only will be allowed. Weight restriction 25 lbs. each

Breed of pet/s _____ Weight at maturity _____

Automobiles: Make _____ Year: _____ License Plate No. _____ State: _____

Make _____ Year: _____ License Plate No. _____ State: _____

Personal Reference (Local, if possible)

Name _____ Phone No. _____

Address _____

- Note:**
1. Pets exceeding 25 lbs. at maturity are not permitted.
 2. Minimum rental period is three (3) months.
 3. Owners/renters must agree to sign and to abide by the Rules and Regulations of the Association. A copy will be kept in your file.
 4. The Association is authorized up to ten (10) working days to process this application.
 5. The unit can only be occupied by those persons identified on the lease. **Visitors who occupy a unit for more than two (2) weeks are considered a resident (family excluded) and must complete an application which includes a \$100.00 fee.**

I/We (owner/lessee) have received and read the Rules and Regulations adopted by the Association and agree to abide by them. I understand that failure to abide by said Rules and Regulations could result in termination of lease.

HAVE YOU EVER BEEN CONVICTED OF A CRIME, EXCLUDING MOTOR VEHICLE VIOLATIONS (TICKETS)?

YES NO

IF SO, WHEN AND WHERE _____

I hereby authorize Tenants Verification Bureau, Inc., and its members to receive any criminal records, credit reports, public records, rental or lease information, and employment verification, whether by fax, verbal, photo copy, or original signature, now and in the future. I acknowledge that this information may be viewed by other Partners, Property Management Companies or Owners. I agree to hold harmless Tenants Verification Bureau, Inc., Equifax, and all other providers of information. In the event that information provided by me is found to be misleading or false; my acceptance for this rental, lease or purchase, whether determination is made before or after my date of occupancy, may be affected.

Important Notice to Purchaser/s: By signing this application, purchaser/s are affirming that they have received a copy of the Condominium Documents from your real estate agent or seller. This is a requirement by Florida Law. If one is not available, a copy can be obtained from the management company at a cost of \$75.00. Purchaser/s agree that the above information is true and correct.

_____/_____
 Applicant Signature Date Co-Applicant Signature Date

At the Closing, please obtain a copy of the Warranty Deed or the Certificate of Title and send to PCM. This documentation is necessary to change the account to your name.

Approved by the Board of Directors:

By: _____ Title: _____ Date: _____

Disapproved by the Board of Directors:

By: _____ Title: _____ Date: _____

RULES

SUMMER LAKES CONDOMINIUM APARTMENTS ASSOCIATION, INC.

4949 Rilma Avenue
Sarasota, Florida 33580

1. All trash and other discarded items must be placed only in the trash dumpster. Leaving garbage outside the unit or anywhere else on the property is not allowed. Garbage shall be placed in trash bags, tightly secured. Laundry room containers shall not be used for other than laundry related items. All residents are required to pick up after themselves and their guests. Construction debris from renovations or repairs, including appliances and plumbing fixtures, may not be disposed of on the property and must be removed from the property for disposal. **NOTE: Serious fines and/or criminal offenses exist for illegal dumping of items outside the dumpster or recycling bins. The area is under 24-hour surveillance.**
2. **Noise travels easily from one unit to the other.** Radios, televisions, stereos or musical instruments must not be played at any time so as to disturb the peace and quiet of the residents of neighboring units. Residents are asked to refrain from playing loud music or having televisions at high volumes at all times and especially when windows or doors are open. In accordance with City of Sarasota noise ordinances, no loudspeakers or units with amplification (such as radios, CD players, car stereos, etc.) may be used outdoors between 10 p.m. and 7 a.m. on weekdays, or between 10 p.m. and 10 a.m. on weekends.
3. The only window coverings allowed are light colored or lined draperies wide enough and long enough to cover the entire window when closed, i.e., Venetian Blinds, Plantation Shutters, and Vertical Blinds that are light colored. Sheets, blankets or other hangings not in compliance with this rule are not allowed.
4. Balconies are to be left clear of obstructions for their use as fire exits and no generators, barbeque or similar equipment may be used on them according to the rules of the NFPA 1 Fire Code – Section 11.7.1.
5. **Under no circumstances** are flammable materials or explosives permitted in any apartment or storage area, **including storage of gasoline, EMPTY containers previously used for gasoline**, propane tanks, or any other container that may contain flammable/explosive liquids, gasses, or fumes.
6. All laundry equipment is owned or rented by the Association. Use of the laundry room by outsiders is prohibited. The Association assumes no liability for loss or injury to personal property resulting in use of the laundry equipment by any person and, as such, the users of the equipment assume the risk. Laundry may not be left in the machines after the wash or dry cycle has completed as this practice will obstruct use of the machine by other persons. Anyone may remove laundry that is finished and left sitting in the machines without liability to the owner of the laundry. Any person leaving the laundry room must turn off the lights and close the door, if there is no other person left in the laundry room.
7. Under no circumstances are washers and/or dryers allowed to be installed or maintained in any unit. (per Amendment Book 2478, page 1381, recorded on February 8, 1993, Use Restrictions 19. (m).

8. No pet may be allowed to run loose whether it is a dog, cat or other pet. Pets may be allowed to relieve themselves only in designated pet area. Persons in control of pets must scoop up after the pets, where accidents occur in all areas, including the pet area. Only ordinary household pets are allowed, excluding among others, reptiles and wild animals. No pet is allowed that weighs more than 25 pounds. **A pet allowed within the limits of this rule is allowed only after registration with the Association and must be removed permanently from the property upon finding by the Board of Directors that the pet constitutes a source of annoyance to another resident or residents.** Ducks are wildlife and **it is against the law to feed them.**
9. Service animals or emotional support animals that exceed 25 pounds are allowed by providing documented proof of their need, which will remain confidentially on file with the Association. Owners of these animals are requested to have their animal in its designated service vest or attire when the animal is outside of the unit so other residents are aware it is a service/emotional support animal.
10. The exterminator services the property the first Thursday of each month. It is important that all units be sprayed. If a unit cannot be opened by the master key, the owner of the unit must arrange a manner satisfactory to the exterminator and the Association for the exterminator to enter the unit for the purpose of spraying it.
11. Removed due to change in Florida Law.
12. For reasons of security and Association liability and to reduce the problems associated with frequent transient change of unit occupancy, the loan of units and the use of units by guests are restricted as provided herein. A guest is a person temporarily residing in a unit with the owner of authorized tenant thereof present. **A guest may reside in a unit for not more than 31 cumulative days in any calendar year.** Individuals staying for more than 31 cumulative days must complete an association application, available from the management company, and pass a background check. A unit loan is the permission or sufferance by a unit owner of the occupancy of the unit by the owner thereof, in the absence of an owner or valid tenant, and without the payment of any material consideration whatsoever. A unit under lease may not be loaned and may not be occupied in the absence of the authorized tenant. No unit owner may loan his or her unit more frequently than twice each year. The individual(s) occupying the unit during a loan are considered guests and subject to the rules pertaining to guests.
13. **Pool:** Pool hours are sunrise to sunset. Each resident must accompany its guests at the pool in conformance with provisions of the Association's insurance liability coverage. ***Guests of a unit resident are not allowed at the pool in the absence of the resident. Anyone under the age of 18 must also be accompanied by the owner or tenant over the age of 18.*** Cut-offs are not allowed in the pool. All persons must shower before using the pool, *which is located on the outside of the Clubhouse building on the north side within the pool area.* Tanning lotion and oil must be removed. Towels shall be used on all lounge chairs if suntan lotion or oil is used. All residents are reminded that the Association does not have a manager or paid attendants to pick up after them or their guests so that all residents are required to pick up their litter and the litter of their guests. No stereos, radios or tape players are allowed in the pool area that is so loud as to annoy another person in the pool area or elsewhere. Headsets are recommended. Pursuant to section 1039/517 recreation lease agreement Summer Lakes Condominium Association.

Pool: Per the County Health Department, only seventeen (17) people are allowed in the pool at the same time. The pool cannot be reserved for a private party.

Pool: Per the County Health Department, food and/or drinks are **not** allowed in the pool area. **Absolutely no grills are permitted. For the protection of occupants, NO GLASS OF ANY TYPE IS ALLOWED IN THE POOL AREA.** Note: Due to the safety consequences of violations of these rules, 24-hour surveillance of the pool area is maintained. Violators will be referred to the Fining Committee.

Pool: To maintain sanitary conditions at the pool, residents using the pool who are incontinent or have children who have not yet been potty trained are **REQUIRED TO WEAR** waterproof, secure swimwear, such as a swimming diaper. If an accident occurs resulting in leakage into the pool, please notify the association management immediately at 941-921-5393, ext. 135.

14. **Clubhouse:** Each resident must accompany its guests at the Clubhouse in conformance with provisions of the Association's insurance liability coverage. Guests of a unit resident are not allowed at the Clubhouse in the absence of the resident. All residents are reminded that the Association does not have a manager or paid attendants to pick up after them or their guests so that all residents are required to pick up their litter and the litter of their guests. Stereos, radios or tape players are allowed in the Clubhouse but not so loud as to annoy another person in the Clubhouse area or elsewhere or in violation of City of Sarasota noise ordinances. Headsets are recommended. ***No child under the age of 18 is allowed in the Clubhouse without adult supervision.*** Any person leaving the Clubhouse at night shall turn the lights off, turn the air conditioning off, make sure all the windows are closed, and lock the doors, if there is no other person left in the Clubhouse.
15. Any unit owner or tenant may reserve the Clubhouse for parties provided that a deposit of \$125.00 is placed with the Association via the management company not less than 2 weeks prior to the planned activity. This sum will be refunded if the property is left clean and free of damage and if cleaning and damage repair is required, necessary sums will be deducted from the deposit and the owner or tenant (and ultimately the owner of the unit occupied by the tenant) shall be required to pay the Association any excess sum for such purposes not met from the deposit.
16. Pursuant to the Condominium Declarations, parking spaces assigned to units are limited to the following vehicles: In Condominium Section 1 (Building #1-4805, Building #2-4845, and Building #3-4885): passenger automobiles station wagons; SUV's; in Condominium Section 2 (Building #4-4800): passenger automobiles, station wagons, vans or pick-up type trucks. No other vehicles may be parked other than as so allowed, including vans, trucks, and bicycles. Such vehicles where not allowed in the parking space assigned to the unit, may be parked, if at all, only in those areas specifically designated for such purpose by the Board of Directors.

Also, no automobile which is either inoperative or nor currently licensed for use on the highways, or which in the opinion of the Board of Directors has deteriorated to the point that it is aesthetically objectionable, may be parked in any parking space on the condominium property. Guests may park only in the area specifically designated for that purpose by yellow painted curbs. Vehicles may not be backed into a parking space, as the carbon fumes yellow

and kill grass and shrubbery. Sufficient space must be allowed in front of the automobile for the mowing of grass.

Any automobile, which in the opinion of the Board of Directors, causes excessive noise or is operated in a manner with insufficient regard to the safety of persons and property or which continues after warning to violate the 5-mile-an-hour speed limit on the condominium property, or which in the opinion of the Board of Directors is of sufficient weight to damage the pavement, or which otherwise is in violation of the rules, shall at the direction of an Association representative be permanently removed from the condominium property. Commercial vehicles used by owners need to be registered and the Board of Directors will decide if parking will be granted. A Commercial vehicle is one that has lettering of a commercial enterprise on it.

Residents will be issued a parking tag to hang on the rearview mirror of vehicles routinely parked at Summer Lakes. Vehicles parked without a tag for more than 31 cumulative days may be towed at the owner's expense.

Vehicles on Summer Lakes property in violation of requirements as stipulated in Rule 15 above may be towed at the owner's expense subsequent to 48-hours' notice.

17. No vehicle repair work may be done anywhere on the condominium property other than an emergency repair necessary to start or move the vehicle.
18. Replacement of air conditioning unit, water heater, or any major appliance, such as a stove, oven, dishwasher, or any major appliance or any major electrical or plumbing work in a unit must be done by a licensed vendor. The unit owner must obtain approval by the Board of Directors prior to having the work done. They also must arrange for disposal of the appliance being replaced. **It cannot be placed in the dumpster area.** The unit owner or agent performing the work is responsible for obtaining any required city permit and inspection for the work. Plumbing problems may best be handled by a company which is familiar with the location of clean-out drains and water lines. Water is an expensive necessity at Summer Lakes and conservation is a must. All leaks must be reported to a member of the Board of Directors who will contact the appropriate plumber.
19. Prior to the sale, lease or transfer of a unit or any interest therein to any person other than the spouse of the person whose interest is to be transferred, the unit owner must file an application with the Summer Lakes Screening Committee. The application shall be on such forms as the Association may provide, and shall include, among other items, the name and address of the intended purchaser, tenant or transferee. A fee of \$100.00 shall be submitted with the application. The unit may not be occupied by the proposed purchaser, tenant or transferee prior to approval by the Association or the expiration of 15 days from the completed application and fee.
20. All unit owners are reminded that the members of the Board of Directors are not rental agents. For this reason, and for other purposes, each unit owner who is not in residence in its unit shall provide to the Association the name, address and telephone number of its rental agent or such other person designated to supervise the unit in event of emergencies.

21. All maintenance fees, assessments and other payments to the Association shall be mailed to Progressive Community Management, 3701 South Osprey Avenue, Sarasota, FL 34239-6848.
22. Any unit owner who has a legitimate complaint, or who observes infractions of the rules, by-laws or condominium declarations, is required to provide a statement in writing and send to the management company.
23. A Fining Committee will be established for those unit owners or residents who violate the rules, by-laws or condominium declarations. First a letter will be sent to the owner (and tenant where it applies) in violation of the rules, by-laws or condominium declarations, and then if the infraction is not remedied, an invitation to attend a meeting with the Fining Committee will be sent to them. A Fine and Fee schedule will be sent, along with the Rules & Regulations, to all owners.
24. Car washing is not allowed on the premises.
25. Owners and tenants are reminded that all parts of Summer Lakes are **PRIVATE PROPERTY**. Use of the dumpster, swimming pool, clubhouse or grounds by non-residents without the presence of an owner or tenant is **TRESPASSING** and may be reported to law enforcement as such by residents or the association board.

We have received and read a copy of the above Rules and Regulations and agree to comply with these and any Summer Lakes by-laws. We also acknowledge that we are hereby notified that all public areas and common elements of Summer Lakes, including outdoor areas, balconies, walkways, the Clubhouse, and Laundry Rooms may be under 24-hour video surveillance.

_____Date _____Date

Revised: by Board of Directors – **9/23/19**