

# Central Park II Condominium Association, Inc.

Application (check one)  RENTAL/LEASE  SALE/PURCHASE

**MUST INCLUDE:**

- 1) \$50.00 NON-REFUNDABLE fee payable to the Association,
- 2) \$100.00 NON-REFUNDABLE (per individual or married couple) payable to PCM for Criminal Background report.
- 3) copies of the Driver's License(s) or Passport(s)
- 4) copy of Lease / Sale Contract

*\*Attached to this Application is a copy of the Rules & Regulations. Please detach and retain before submitting application\**

RETURN COMPLETED APPLICATIONS TO: Central Park II Condos, C/O Progressive Community  
3701 S. Osprey Ave., Sarasota, FL 34239 - Ph: (941) 921-5393

OWNER: \_\_\_\_\_

PHONE: \_\_\_\_\_

signature

REAL ESTATE AGENT NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_

## Please Print

UNIT# \_\_\_\_\_ Term of Lease OR Closing Date: \_\_\_\_\_ - \_\_\_\_\_ \*Lease cannot be less than one month\*

Name (Print): \_\_\_\_\_

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

Driver's License: \_\_\_\_\_ St: \_\_\_\_\_

DOB: \_\_\_\_\_ Phone # \_\_\_\_\_

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

City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

Co-Occupant (Print): \_\_\_\_\_

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

Driver's License: \_\_\_\_\_ St: \_\_\_\_\_

DOB: \_\_\_\_\_ Phone # \_\_\_\_\_

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

City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

**VEHICLE INFORMATION – See Rules & Regulations for parking detail.**

Vehicle #1 Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ State: \_\_\_\_\_ TAG # \_\_\_\_\_

Vehicle #2 Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ State: \_\_\_\_\_ TAG # \_\_\_\_\_

Emergency Contact #1: \_\_\_\_\_ Phone: \_\_\_\_\_

Emergency Contact #2: \_\_\_\_\_ Phone: \_\_\_\_\_

Names of any additional Persons to Occupy Premises (give ages if under 18): \_\_\_\_\_ / \_\_\_\_\_

PETS:  \*RENTERS CANNOT HAVE PETS\* Type \_\_\_\_\_ Weight \_\_\_\_\_ Height \_\_\_\_\_

**\*\*Rules & Regulations:**

I have received and read a copy of all **The Association's Rules & Regulations**. I understand my responsibilities as an owner/tenant. I agree to abide by the provisions of said document.

Signature

Signature

**\*\*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 providers of information on the prospective owners/tenants stated above. In the event that the information provided by me (us) is found to be misleading or false, my acceptance for this lease or purchase 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 (s), 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 the exclusive use of Central Park Section II Condominium Association Inc.

Signature

Signature

Date

Date

**Action of Association:** Approved ( ) Disapproved ( )

Date: \_\_\_\_\_ Board or Board Agent Signature: \_\_\_\_\_

# Central Park Section II Condominium Association, Inc.

## Rules and Regulations as Revised October 2017

These Rules and Regulations are for the protection of all and may be amended from time to time. Owners, tenants and their guests are required to comply with all Rules and Regulations.

The following Rules and Regulations govern and control the use, occupancy and equipment of the Condominium Units and their Property which comprises:

**Common Elements** – The portion of the condominium property jointly owned by all Owners.

**Limited Common Elements** - Common elements set aside for exclusive use by the Individual Unit Owner.

These Rules and Regulations apply to all persons occupying, residing or visiting Condominium Units - within and on Association Property.

### 1) Condominium Unit

#### 1.1 Unit Sales and Rentals

##### a) Unit Sales

The unit Buyer must complete and sign the Sale Application form along with a \$50 transfer fee. The current owner or its agent must supply a copy of the Rules and Regulations to the buyer.

##### b) Unit Rentals

The minimum term is one (1) month. The future tenant must complete and sign a Rental Application and a \$50 transfer fee, payable to Central Park II. The owner must submit the application and check to the Association's property management company. A tenant who wishes to return to CP2 to the same or different unit must submit a new transfer fee of \$50. However, no new application or transfer fee is required for a lease renewal. If, at a later date, another adult moves into the unit, he or she must submit an application along with a \$50 transfer fee. The owner or agent must supply a copy of the Rules and Regulations to the occupant(s).

#### 1.2 Unit General: Unit owner, tenant and guests shall

- a) Not restrict Association (and/or Its employees) access to each Unit in the event of an emergency or given reasonable notice (24 hours for non-emergencies) to enable inspection for pest control, water leaks, and smoke detector check. Each original unit entry door lock may be opened by an Association pass key; however, if an owner or resident changes the entry lock, the owner or resident must provide the Association with a spare key as specified in the Central Park II Condominium documents. If the original lock is changed or altered and no spare key is made available to the Association and entry is necessary, the Unit owner/resident is held responsible for the cost of a locksmith and/or any other costs incurred by the Association to gain access to the Unit.
- b) Not commence any alterations, remodeling, or modifications to the interior of the Unit without prior approval of the Board of Directors (pursuant to Chapter 8.3 of the Declaration of Condominium). An "Application Request for Unit Alteration" form may be downloaded from: [www.centralpark2condos.com](http://www.centralpark2condos.com) Proper construction permits must be obtained from the City of Sarasota. (941-365-3200 ext. 4156)
- c) Conduct work only between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday

or on Saturday between the hours of 11:00 a.m. and 5:00p.m. No work is permitted on Sundays.

- d) (Owners) not allow their appointed contractor or subcontractor to use Association dumpsters for construction debris of any kind or other waste products. The owner is responsible for ensuring that the aforementioned items are disposed of off-site.
- e) (Non-owners) not maintain any animals within a unit. Tenants may not keep, harbor or look after any pet.
- f) (Owners) not keep more than one pet pursuant to Condominium Document 8.2. Pet is not to exceed 35 pounds in weight or 18" in height at the shoulder at maturity. Owners may not allow pets to cause a nuisance to residents. Pets are not allowed outside a unit unless attended by an adult and secured on a leash not to exceed 6 feet in length. A pet owner is responsible for all damage caused by his/her pet and is solely responsible for any death, personal injury, and property damage caused by his/her pet and shall fully indemnify and hold harmless the Association in such regard. No pet other than a cat, dog, bird or fish may be kept. A violation of the provisions of this paragraph shall allow the Association to invoke all of its rights and remedies, including, but not limited to, the right to fines and or to require the pet to be permanently removed from the condominium property.
- g) (Owners) pick up solid waste from their pet and dispose of same appropriately. Owners shall walk dogs only around the outer parking lot perimeter of the property where pet waste stations are provided, not on the inside pond area of the grounds or the bayou area behind Building 4. All kitty litter shall be securely bagged prior to disposal.
- h) (Owners and Tenants) not permit trash, refuse, rubbish, garbage, or debris to be temporarily placed or allowed to accumulate or stored anywhere outside a Unit. This also includes but is not limited to the hood of a car, trunk of a car, or on a lanai, porch, stairway, or limited or common elements. Trash, refuse, garbage or debris must be accumulated and bagged within the Unit and carried to a dumpster. Small glass, plastic, paper and metal containers must be placed in trash containers with a corresponding label. Cardboard boxes must be broken down and deposited in the cardboard dumpster at the NW corner of the property. Residents may not dispose of or place large items such as TV's, furniture, appliances and mattresses on the property. It is each resident's responsibility to dispose of such items by private contractors or by other personal arrangements. Do not place them near dumpsters.
- i) Not cause or permit any noise, disturbance or offensive odors to emanate from the Unit or play any piano, organ or electronically amplified instrument. Radios, stereos, televisions and musical instruments are to be used at a reasonable volume. Quiet time is from 11:00 p.m. to 8:00 a.m.
- j) Not participate in any malicious or destructive act that management determines is a nuisance or disturb the comfort or inhibit the safety or enjoyment of occupants in other CP2 Units.
- k) Not allow any fire hazard to exist or permit anything to be done or kept in a Unit or common area that may cause damage to any Unit or common elements or cause an increase in insurance rates. Grills are not permitted with the exception of electric grills. Electric grills may be used on unit lanais away from the vinyl siding.
- l) l) Not remove, tamper or modify any element of the Unit smoke detectors or fire alarm system.
- m) Not use or permit installation of window guards, awnings, window air conditioners in a unit or common elements.
- n) Not place or hang in or on lanais, stairway railings or other limited or common elements any clothesline, linen, blankets, clothing, brooms, rugs, mops, laundry, towels, bathing apparel or beach accessories that are visible from outside the unit.
- o) Not hang draperies, curtains or blinds at the windows or lanais of any unit without a solid white or off-white liner exposed to the exterior of the unit. A resident may not screen or enclose a lanai with windows, drapes, curtains or blinds without first obtaining written permission of the Board (Application Request for Unit Alteration).
- p) Not store household articles, furnishings, TVs, appliances or other personal property on a

lanai or on common or limited common elements. Lanai ceilings, siding and floor areas are to be kept clean and sanitary.

- q) Not utilize common or limited common elements in any manner that causes a nuisance or violates any governmental laws, ordinances or regulations or jeopardizes the health, safety or welfare of any resident.
- r) Not interfere with the use of any area reserved or assigned as limited common elements for the benefit and use of another Unit.
- s) Not obstruct or encumber any walkway, entrance or other common element or allow bicycles, wagons, carriages, shopping carts, chairs, benches, tables or any other object to be left thereon or suspended from or attached to walls or ceiling. Holiday decorations are permitted at the discretion of the Board (unit number on door must be visible) and must be removed no more than 14 days following the holiday season. No more than two (2) potted plants may be left outside the unit front door. Nothing may block easy access to and egress from the Unit.
- t) Not attach radio, satellite dish, TV antenna or wiring for any purpose installed on the common elements without written approval of the Association. Residents shall be permitted to place such devices in areas within their exclusive control to the extent required by the Federal Communications Commission, such as within the lanais. The Owner erecting or installing any such device shall be responsible for all costs related to the installation, maintenance, repair and replacement thereof, and for any cost the Association may incur as a consequence of such device's installation or existence. No sign(s) advertisement, notice or other lettering may be exhibited, displayed, inscribed, printed or affixed in or upon any part of the unit that may be seen from the common elements. Posting of resident ads are permitted on the large notice board in the mail box area. Ads for businesses and services are not permitted. However, for a small annual fee they may be featured for 12 months on the website: [www.centralpark2condos.com](http://www.centralpark2condos.com)

## **2) Condominium Grounds and Amenities**

2.1 Swimming Pool, Spa and Grill Area, Wood Dock & Deck Area: Unit owner, tenant or guest shall:

- a) Observe pool, spa, gym, grill, dock & deck area hours which are 6:00 a.m. to 11 :00 p.m.
- b) Access the pool area using a pre-programmed electronic fob to open either pool gate. Owners may purchase a fob from the maintenance man by calling 941-306-7292. Tenants and short-term renters should contact the Owner or Agent.
- c) Use the pool and spa at their own risk. Children under the age of 12 must be accompanied and supervised by a parent or adult. There is no lifeguard on duty.
- d) Observe the gated pool area as designated "Smoke, Tobacco and Vaping Free."
- e) Wear appropriate swimwear in the pool or spa at all times. No cut-offs or day clothes.
- f) Read and obey the posted rules for pool and spa. Appropriate behavior at all times.
- g) Understand that anyone wearing bandages for open wounds, children in diapers (other than swim diapers) or individuals suffering from any kind of incontinence are not allowed In the pool or spa. For children, swim diapers are allowed.
- h) Use only non-breakable containers within the fenced area, at the pool, spa or anywhere on the pool deck. Absolutely no glass bottles or glass containers are allowed.
- i) Not bring animals, including service and/or emotional support animals Inside the fenced area, which Includes the pool deck, spa area and grill area,
- j) Be considerate of other pool users when using portable electronic devices, music players, tablets etc. Loud music or loud phone conversations are annoying to others.
- k) Use the designated area for outdoor grilling. After use please turn off gas, clean grill, and when cool, replace cover. Leave the BBQ as you would wish to find it.

2.2 Clubhouse including, but not limited to Library, Gym, TV, Kitchen and Restrooms. Unit Owners, tenants and guests shall:

- a) Be permitted to access the clubhouse and amenities between 6:00 a.m. and 11:00 p.m. daily and must vacate the clubhouse by 11:00 p.m. ensuring that all doors are closed, and electrical equipment and lights are turned off. Access to the clubhouse is possible using the electronic fob. Residents must accompany their guests at all times while they are inside the clubhouse.
- b) Use the facilities in such a manner as to respect the rights of other residents.
- c) Keep the kitchen clean and orderly and follow all the posted guidelines.
- d) Be permitted to use the gym equipment, however, use is restricted to adults only. Anyone under the age of 18 cannot use the exercise equipment.
- e) Not Smoke or Vape anywhere within the recreational building.
- f) Be able to lease the clubhouse for non-commercial private parties and gatherings. Events may not exceed 6 hours and clubhouse must be vacated by 11:00 p.m. A Standard lease agreement will be required to be signed by the Owner or resident requesting use of the facilities. The terms and conditions and the application form can be downloaded from [www.centralpark2condos.com](http://www.centralpark2condos.com) and the person signing must be the Owner or resident and must be present during the entire event and will be held responsible for the cost of additional cleaning or repairs that may be required.

2.3 Tennis and Pickleball Court: The court is for use by Central Park II residents and authorized guests only. Unit Owners, tenants and guests shall:

- a) Observe tennis court reservation procedures which are posted on the community bulletin board.
- b) Reserve the court for singles or doubles for up to 1.5 hours.
- c) Book the court for up to two (2) hours for pickleball and/or tennis If the court is open to all comers.
- d) Be able to book the same time slot for a maximum of three days each week. Other available time slots can be booked on other days of the week.
- e) Make only one reservation per day.
- f) Cancel a reserved court at their first opportunity so this time becomes available to others.
- g) Not receive tennis lessons from an instructor who is being paid for their services. Any outside tennis Instructor is limited to three hours of unpaid instruction time per week and may not be on the court delivering instruction for more than 1.5 hours on any day. However, any tennis instructor living at CPII is welcome to use the court personally, but may not give lessons for which he or she is paid for their services.
- h) Play pickleball only between the hours of 8:30 am and 8:30 pm.
- i) Not play tennis after 9:00 pm.
- j) Turn off court lights when finished playing a night game in consideration of residents in the area.

2.3 Roadway, Parking lot and vehicles etc.: Unit owner, tenant or guest shall:

- a) Observe the 10 miles per hour speed limit throughout the complex.
- b) Observe the traffic direction at the circle outside the clubhouse which is "one way only" and is only driven in a counter-clockwise direction.
- c) Not park in the clubhouse circle or invite others to do so except for loading and unloading.
- d) Park overnight only four wheeled passenger vehicles or motor scooters (mopeds) on Association property.
- e) Not park commercial vehicles (as defined In Central Park II Condominium documents) trailers, mobile homes, RVs, campers, buses, motor cycles, boats or similar vehicles on Association property overnight.

- 2.4 Motor Scooters (Mopeds), Bicycles, Kayaks and Sail/paddle boards: Unit Owners and tenants shall:
- a) Apply to the Board for permission to park a motor scooter on the Condominium property. The vehicle is to be parked overnight in the area specifically designated for motor scooters. If a motor scooter is parked in an area other than the designated area, the Owner will be given forty-eight (48) hour notice to move the vehicle. Any two or three wheeled vehicles with a motor larger than 150 cc's is deemed a motorcycle and is not allowed.
  - b) Apply to the Board for permission to secure an Individual space in the Association bike shed. There is a maximum of two (2) spaces per unit and an initial charge of \$70.00 per bike for the first year, \$20.00 of which is for set-up and a key to the shed. Thereafter, the annual rental for each bike will be \$40.00, payable in January. Each bike will be assigned its own numbered space and will be required to display an Association decal.
  - c) Apply to the Board for permission to store a kayak or sailboard In the Association kayak rack(s). The charge is \$30.00 per year for a space and the kayak or paddleboard will be required to display an Association decal.
  - d) Shall not ride bikes, scooters, skateboards, etc. on sidewalks for the safety of the residents using the sidewalks.

2.5 Grounds and Landscaping: Unit owners, tenants and guests shall:

- a) Not plant shrubs, plants or flowers anywhere on the Association Property.
- b) Be allowed to purchase and plant materials other than those provided, if a resident pays for the additional plantings and it meets the approval of the Board. Owner may submit details to the Board for consideration who will ask the landscaping committee to recommend suitable Florida friendly plants for the requested location.
- c) Not alter, cut or prune lawns, grass, shrubbery or other established plantings.
- d) Not place pots, ornaments, hanging baskets and any other items on common elements. Nothing may block easy access to and egress from the Unit.
- e) Not use a hosepipe or sprinkler to water plants or grass anywhere on the Association property.
- f) Not feed non-domestic birds or wildlife on the Condominium property.
- g) Not erect tents or camp on Condominium property.
- h) Not dump or deposit on Condominium property, rubbish, trash, garbage and cigar and cigarette butts.
- i) Not place signs anywhere on the Condominium property, except for those approved by the Board. "Open House" signs are permitted between the hours of 11:00 am and 4:00 pm. All signage must be removed from the Condominium property thereafter on each day of use

3. Association Rules and Conflict Resolution:

Minor infractions will be called to the attention of the person(s) involved by the Association's management company with a recommendation for corrective actions. Repeated infractions or violations of a more serious nature shall be handled in accordance with the Florida state statutes and The Association Documents and these Rule and Regulations.

3.1 When an owner rents his/her Unit he/she forgoes use of ALL Association common amenities as these rights are passed to the benefit of tenant.

3.2 If an Owner is delinquent in payment of Association fees and assessment he/she may lose voting rights and suspension of privileges to use all or some of the Association amenities.

- 3.3 If a Unit is tenanted and the Owner is delinquent in the payment of Association fees and Assessments, the tenant, in accordance with the Florida State Statute, may be instructed to pay the rent in full to the Association until the owner's financial obligations to the Association have been fulfilled. Such actions will protect the tenant's rights to continue using the Association amenities.
- 3.4 Those Unit Owners, tenants, or their invited guests who violate these rules, in the first instance, at the discretion of the directors may have key fob privileges suspended.
- 3.5 The Association shall provide reasonable notice and opportunity for a hearing before levying a fine against the Owner of Unit or its occupant, licensee or invitee for failure to abide by any provision of the Declaration, the Association By-Laws, or Rules and Regulations of the Association. The hearing must be held before a committee of Unit Owners. If the committee does not agree with the fine the fine will not be levied.
- 3.6 The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than 14 days, and said notice shall include:
- a) a statement as to date, time and place of the hearing.
  - b) a statement of the provisions of the Declaration, Association By-Laws and/or
  - c) Associations Rules and Regulations which have allegedly been violated' A statement of matters asserted by the Association.
- 3.7 The party against who the fine is sought shall have the opportunity to respond, to present evidence and to provide written and oral testimony on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.
- 3.8 The Association may levy reasonable fines against a unit for the failure of the owner of the unit, or its occupant, licensee, or invitee to comply with any provision of the Declaration, the Association By-Laws, or reasonable Rules and Regulations of the Association. No fine may exceed \$100 per violation, However, a fine may be levied on the basis of each day a violation continues, with a single notice and opportunity for hearing, provided that no such fine shall exceed \$1,000.
4. Contact Information:

Violations of these rules should be reported to the Association's management company, Progressive Community Management at 941-921-5393, attention David Kirk at Ext. 1122 and not Board Members. Complainant will or may remain anonymous. Reports are to be in writing by complainant and emailed to [dkirk@pcmfla.com](mailto:dkirk@pcmfla.com) or mailed to: 3701 South Osprey Avenue, Sarasota, FL. 34239-6848 or faxed to: 941-923-7000.