

Summerfield Hollow Condominium Association, Inc.

Sales & Rental Application

Thank you for considering Summerfield Hollow Condominium (SFH) for your housing needs.

Please read the following information prior to completing the attached application.

In an effort to maintain a community of like-minded and congenial residents the Board of Directors would like to remind applicants to read the complete Rules & Regulations for SFH. They are enclosed in this application for your convenience Below you will find some highlights the Board would like to make clear.

Parking

Parking at SFH is limited and can be problematic. The Association **does** enforce the parking rules via fines and towing so please follow the rules. Your vehicle must fit within the enclosed garage or it may **not** be parked on the property at any time. You **must** park at least one vehicle within the enclosed garage parking space. No street parking is allowed between the hours of 11:00 PM and 7:00 AM. Please see the Rules & Regulations enclosed in this application package for all parking rules.

Trash

Trash must be disposed of in closed containers approved by Manatee County Utilities. No trash is to be put out in bags and can result in a fine. Your trash cans and recycling bins must be clearly marked with your building number and unit number. Recyclables must be placed completely in the bins. Again, please refer to the Rules & Regulations for further information regarding trash rules at SFH. Also refer to www.mymantee.org/solidwaste with questions.

Television

The Association does pay for basic bulk television service through Frontier. However, it is your responsibility as the owner to get this set up. Please contact FRONTIER at **1-844-660-0648** to make an appointment for installation.

By signing below, you acknowledge that you have received and read the Rules & Regulations for Summerfield Hollow (enclosed). If you have any questions regarding these rules please contact Shane Ranieri at Progressive Community Management, 941-921-5392 ext. 1121.

Signature of Applicant

Date

Signature of Applicant

Date

SUMMERFIELD HOLLOW CONDOMINIUM ASSOCIATION, INC.

APPLICATION (check one) RENTAL/LEASE SALE/PURCHASE

Each application must be completed in its entirety. An incomplete application will not be considered for lease/purchase. A copy of the lease/sale agreement must be attached to the application. A \$100.00 NON-REFUNDABLE fee, payable to the Association must be attached to each application submitted for approval. MUST include a photocopy of photo ID for all applicants. Please print.

Unit Address & Unit #: _____ Term of Lease / Closing date: _____
Name (Print): _____ Name (Print): _____
Social Security #: _____ DOB: _____ Social Security #: _____ DOB: _____
Email Address: _____ Email Address: _____
Driver's License #: _____ State: _____ Driver's License#: _____ State: _____
Present Address: _____ City/State: _____ Zip: _____
Previous Address: _____ City/State: _____ Zip: _____
Name of Landlord/Mortgage: _____ Bank (local): _____
Employer: _____ Phone #: _____ Employer: _____ Phone #: _____
References: Name, Address & Phone # (other than family or Real Estate Agent) Preferably Local: _____

Real Estate Agent: _____ Pets: (cat, dog, bird) _____ Type: _____ Number: _____
(Tenants are not permitted to have pets)

Vehicle Information:

Make: _____ Model: _____ Year: _____ State: _____ Tag #: _____
Make: _____ Model: _____ Year: _____ State: _____ Tag #: _____

Emergency Contact Person: _____ Phone: _____

Names of additional persons to Occupy Premises (give ages if under 18):

I have received and read a copy of all Association's Documents, Rules & Regulations. I understand my responsibilities as a owner/renter. I agree to abide by the provisions of said documents. Signature: _____ Date: _____

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, 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 the Summerfield Hollow Condominium Association, Inc.

Signature: _____ Date: _____ Signature: _____ Date: _____
Owner Name: _____ Co-Owner: _____
Address: _____ Phone: _____
Action by Association: Approved: _____ Not Approved: _____ Conditions: _____
Signature: _____ Title: _____ Date: _____

Return Application and Fee to:

Progressive Community Management, Inc.
3701 South Osprey Avenue
Sarasota, FL 34239

Prepared by & Return to:
Stephen W. Thompson, Esq.
Najmy Thompson, PL
1401 8th Avenue West
Bradenton, FL 34205

**CERTIFICATE OF AMENDMENT TO THE RULES AND REGULATIONS OF
SUMMERFIELD HOLLOW, A CONDOMINIUM**

THIS CERTIFICATE OF AMENDMENT is executed this 13th day of July, 2020,
by **SUMMERFIELD HOLLOW CONDOMINIUM, INC.**, a Florida not-for-profit corporation
(hereinafter "Association").

RECITALS

WHEREAS, the Association has been established for the operation of Summerfield Hollow, a
condominium, in accordance with the Declaration of Condominium of Summerfield Hollow, a
Condominium recorded in Official Records Book 1688, Page 6320 of the Public Records of
Manatee County, Florida, as amended from time to time ("Declaration"); and,

WHEREAS, the amendments to the Summerfield Hollow Rules and Regulations dated June 20,
2020 was approved by the Board of Directors.

NOW THEREFORE, the undersigned officers hereby certify that the attached amendments are
hereby incorporated into the Rules and Regulations of Summerfield Hollow Condominium, Inc.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 13th day of
July, 2020.

WITNESSES:

**SUMMERFIELD HOLLOW
CONDOMINIUM, ASSOCIATION, INC.**
a Florida not-for-profit corporation

By: Loonie Cooney
President

Loonie Seesholtz
Print Name: Loonie Seesholtz

Kathy A Reader
Print Name: Kathy A Reader

Loonie Seesholtz
Print Name: Loonie Seesholtz

Kathy A Reader
Print Name: Kathy A Reader

By: Andrea Carter
Secretary

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 13th day of July, 2020, by Ronnie Cooney, as President of the Summerfield Hollow Condominium Association, Inc. on behalf of the corporation, and attested to by Sandra Carter as Secretary of the corporation. They are personally known to me or have produced FIA DL as proof of identification.

Laurie Seesholtz

Signature of Notary Public



Laurie SEESHOLTZ
Commission # GG 351406
Expires August 25, 2023
Banded Thru Budget Notary Services

Print Name Laurie Seesholtz

EXHIBIT A

**SUMMERFIELD HOLLOW CONDOMINIUM ASSOCIATION, INC.
RULES & REGULATIONS**

JUNE 2020

All applicants purchasing or renting a unit in Summerfield Hollow must schedule a meeting with the Board of Directors or Welcome Committee (if established) for the purpose of reviewing the Association's rules and regulations.

Such meeting must take place prior to occupancy.

No Exceptions!

A. GENERAL RULES

1. Parking in Summerfield Hollow is limited and sometimes problematic. These rules will be enforced by fine and/or towing. The name and contact information of the towing company used is posted at both entrances to the community. **Any vehicle found in violation of rules (a) through (h) below may be towed immediately at the Resident's expense or, and/or, the Resident may be assessed a fine.**

- a. Vehicles and trailers of any kind including but not limited to passenger and commercial automobiles, sport/utility vehicles, trucks, vans, motorcycles, campers, motor homes, boats and boat trailers that **DO NOT** fit or are otherwise unable to be parked in a garage with the door closed, may not be parked at any time in any place within Summerfield Hollow.
- b. One Car Garage Units
-If the Resident has one vehicle, it **MUST** either be parked inside the garage or if the driveway is long enough, in the exclusive use drive space immediately in front of the garage.
-If the Resident has two vehicles, one **MUST** either be parked inside the garage and the other parked in the exclusive use drive space immediately in front of the garage; **BEFORE occupying any parking space on Rosefinch Court**, (see "d" below) except in the following instances:
 1. When instructed to remove your vehicle from your personal spaces by law enforcement, emergency fire or ambulance vehicles; or
 2. When necessary to permit access to units by oversized trucks/trailers to move residents in or out of units; or
 3. Vehicles displaying a currently valid license plate or placard hanging from the rear-view mirror for persons authorized to park in handicapped spaces.

A third car may be parked in a marked or designated parking space along Rosefinch Court (see "d" below).

Two Car Garage Units

-If the Resident has one vehicle, it **MUST** either be parked inside the garage or in the exclusive use drive space immediately in front of the garage.

-If the Resident has two vehicles, they **MUST** either be parked inside the garage or in the exclusive use drive space immediately in front of the garage; **BEFORE occupying any parking space on Rosefinch Court**, (see "d" below) except in the following instances:

1. When instructed to remove your vehicle from your personal spaces by law enforcement, emergency fire or ambulance vehicles; or
2. When necessary to permit access to units by oversized trucks/trailers to move residents in or out of units; or
3. Vehicles displaying a currently valid license plate or placard hanging from the rear-view mirror for persons authorized to park in handicapped spaces.

-If the Resident has more than two vehicles, their vehicles are required to use ALL available parking spaces inside of the garage and in the exclusive use drive spaces immediately in front of the garage; **BEFORE occupying any parking space on Rosefinch Court**, (see "d" below) except in the following instances:

1. When instructed to remove your vehicle from your personal spaces by law enforcement, emergency fire or ambulance vehicles; or
 2. When necessary to permit access to units by oversized trucks/trailers to move residents in or out of units; or
 3. Vehicles displaying a currently valid license plate or placard hanging from the rear-view mirror for persons authorized to park in handicapped spaces.
- c. Commercial vehicles, public service vehicles (with the exception of police passenger vehicles), campers, mobile homes, motor homes, recreational vehicles, horse vans, motorcycles, mopeds, trailers, riding mowers, canoes, kayaks, boats or other watercraft must be parked/maintained in the garage with the door in the closed position, unless actively being loaded or unloaded, provided that the Resident still has adequate space in his/her/its garage and/or drive space to park his/her/its other vehicle(s) and/or the exclusive use drive space immediately in front of the garage.
- d. Marked or designated parking spaces throughout the community may only be used for temporary parking (not more than 24 consecutive hours). Vehicles **MUST** be properly parked within the confines of each individual space and **MUST** not be sticking out into Rosefinch Ct. Violators may be towed and/or fined.
- e. If guests will be visiting for **more than 24 hours**, a special visitor's permit is required that sets forth the beginning and ending date of such visit and the license plate number of said vehicle, which permit shall be placed on the dashboard above the steering wheel of the visiting vehicle. Such permit shall be obtained from any Board member or Progressive Community Management. Vehicles are limited only to "passenger automobiles," defined as cars, station wagons, passenger vans, minivans, SUVs devoted primarily to seating for passengers, motorcycles, and non-commercial trucks that do not have bed caps, toppers, or shells.
- f. No vehicle or trailer may be parked on Rosefinch Court from 11:00PM to 7:00AM. All vehicles and trailers left on the street during those hours are subject to be towed at the vehicle owner's expense.
- g. Parking on the grass or in areas that are designated as No Parking areas such as fire lanes and common driveway turnabouts is prohibited at all times. Residents should be mindful when parking in their exclusive use drive space immediately in front of their garage that their vehicle does not extend into the fire lane. Violators may be towed and/or fined.
- h. Vehicle maintenance, except car washing in the drive space immediately in front of the Unit's garage door, is not permitted anywhere on Condominium property.
- i. When driving thru our community, please do not exceed 20 mph.
2. No antenna, mast, satellite dish, disc, or other similar radio or telecommunication sending or receiving device may be located within or upon any Common Element except in accordance with this Section. Owners shall be permitted to place such devices in areas within their exclusive control to the extent required by the Federal Communications Commission but may not drill into any part of the condominium property for installation or utilize any part of a tree or other plant that for this purpose. The Association may, by regulation, impose procedures, restrictions and other provisions relating to the installation and location of such devices as may be permissible under the regulations of such governmental agency. No HAM radios or amateur radio antennas may be installed anywhere within the community.

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. The Owner of each Unit to which such a device is installed shall indemnify and hold the

Association harmless for all costs, expenses and liabilities that may be asserted against the Association with respect thereto. No installation of any telecommunication receiving device will relieve an Owner from payment of his/her/its share of Common Expenses for any cable television or other telecommunications provided by the Association as a Common Expense.

3. To maintain harmony of exterior appearance, no one will make any changes to, place anything on, affix anything to, or exhibit anything from any part of the Condominium Property or Association Property that is visible from the exterior of the building or from the Common Elements without the prior written consent of the Directors. Windows shall have window blinds which shall be 2" horizontals in white or antique white. Patio/lanai/balcony doors may have vertical blinds which shall be white or antique white. Otherwise, all curtains, shades, drapes, and blinds will be white or antique white in color or lined with material of these colors so that, from Rosefinch Court and other Units, all window coverings appear to be white or antique white.

Balcony floors may not be covered with any material. Lanai concrete floors may be covered with area rugs suitable for outdoor use. No tile, paver, paint or other covering may be applied to the lanai floors without prior approval of the Directors.

4. All Common Elements will be used for their designated purposes only, and nothing belonging to the Unit Owners, or their family, tenants, or guests, will be kept therein or thereon without the approval of the Directors. Such areas, will at all times, be kept free of obstruction. Unit Owners are financially responsible to the Association for damage to the Common Elements, including landscape materials, caused by themselves, their tenants, guests, and family members.
5. Unit owners are permitted to have personal pets but may not have animals for any commercial purpose. The following conditions apply:
 - a. Unit Owners may keep up to two dogs or up to two cats or one dog and one cat.
 - b. Unit Owners may keep up to two birds inside their unit, not on their balcony or lanai
 - c. Unit Owners may keep tropical fish
 - d. No resident may keep snakes or other reptiles on the property
 - e. **No tenant or guest may have a pet of any kind**
 - f. **All pets must be kept on a leash or carried when outside the unit**
 - g. **Pet waste must be removed by the Owner or handler immediately**
 - h. The Board of Directors, in response to a complaint made about any pet that is regarded as vicious, noisy, nuisance-causing or disturbing, may issue a written notice requiring the Owner or other person responsible for the pet, to remove the pet from the Property within three days
 - i. The Board of Directors has the authority and discretion to make exceptions to the limitations in this regulation in individual cases and to impose conditions concerning the exceptions.
6. Disposal of garbage and recycling will only be in *closed* trash cans & recycling receptacles acceptable by Manatee County Utilities. Trash is not to be placed at the curb in plastic bags. Trash cans & recycling receptacles are to be clearly marked with the Building number and Unit number of the resident. Trash cans & recycling receptacles are to be placed at the curb not earlier than 6PM the night before pickup and must be removed by 8PM the day of pickup. Trash cans & recycling receptacles left at the curb outside these hours may be subject to removal and disposal by the Association. If Manatee County requires recycling, or if the Unit Owner elects to recycle, each Unit Owner shall place recyclable materials in the appropriate receptacles provided by the trash disposal service accepted by Manatee County Utilities or by food disposal units. All trash cans & recycling receptacles ***MUST*** be stored within the garage appurtenant to his/her/its Unit after being serviced by Manatee County Collection. Any fees incurred as the result of trash disposal violations shall be assessed to the Unit Owner and the Unit Owner shall receive a notice in writing of the violation and the amount of the fee. The amount of the fees shall be added to the Unit Owner's account.

7. All non-Owner persons (i.e. any person who is not the Owner or a member of the Owner's immediate family (spouse, father, mother, son, daughter, sister, brother)) occupying Units for a period of greater than 14 days will be regarded as renters and are subject to the rental restrictions that follow:
 - a. Units may not be rented for periods of less than 180 consecutive days nor more than one time in a calendar year. Tenants must complete an application and pay for a background check which will be completed by the management company for the Board of Directors who will review the background check report (but not share it with the Unit Owner) and provide the Unit Owner with either a written approval or a denial. No Tenant may occupy a Unit prior to the Board's written approval. The tenant must affirm on the application that they have received and read a copy of these Rules and Regulations from the Unit Owner and agree to follow the rules. Unit Owners are responsible for ensuring that tenants follow the rules and will be fined for tenant violations and damage to common areas.
 - b. No Unit may be permanently occupied by more persons than the number of bedrooms times two. No Unit may be occupied overnight by more persons, including guests, than the number of bedrooms times two plus two.
 - c. No more than a total of 15 Units may be rented in the community at any given time, although Units purchased prior to November 15, 2005 are exempt from this restriction. Notwithstanding the foregoing, the Association is exempt from the 15 Unit maximum rental allowance if the Association has acquired title to a Unit via foreclosure or deed in lieu of foreclosure and the Association rents the acquired Unit to recover unpaid assessments, fines, or other monetary obligations, even if the 15 Unit rental allowance threshold is already met. The number of Units rented by the Association shall not be considered when determining whether the 15 Unit threshold has been met.
8. The Association shall retain a passkey to the Units, and the Unit Owners shall provide the Association with a new or extra key whenever locks are changed or added for the use of the Association pursuant to its statutory right to access to the Units. If a Unit is to be leased, the Unit owner is responsible for assuring that a current key is submitted to the management company along with the lease and the application before the tenant is given access to the Unit.
9. Children under the age of 12 are to be supervised by a responsible adult at all times while playing outside on the Condominium property. Skateboarding, loud or obnoxious toys are prohibited. Toys, bicycles, sports equipment, etc. are to be kept in the Unit or garage when not in use.
10. Loud or disturbing noises are prohibited at all times and may result in a complaint to law enforcement. All electronic devices and musical instruments, singing, or other sound producing devices and activities are to be kept below a sound level that disturbs other residents.
11. Barbecue grills **MUST** be stored in garages and not on lanais, balconies, or outside the buildings. Grills may only be used in the Unit Owner's exclusive use driveway and **MUST be kept at a distance of not less than ten feet from the garage.** Under no circumstance may a grill be used inside a garage, inside a Unit, on a lanai, or on a balcony.
12. Illegal and immoral practices are prohibited within the Condominium Property.
13. Lawns, shrubbery, mulch, or other exterior plantings may not be altered, moved, removed, or added without written permission from the Association.
14. Laundry and bathing apparel will not be maintained outside of the Unit's Limited Common Elements or on balconies or lanais. Such items and accessories will not be exposed to view.
15. No nuisance of any type or kind will be maintained on the Condominium Property.
16. Nothing will be done or kept in any Unit or in/on the Common Elements that will increase insurance rates or cause the cancellation of insurance coverage, or that would be a violation of any law or building code.

17. Moving in or moving out may only take place Monday through Saturday between 8 AM and 8 PM, and Sunday between noon and 6 PM. Moving vehicles and/or trailers must be removed from Condominium Property when not in actual use.
18. Repair, construction, decorating, or remodeling work may only take place Monday through Saturday between 8AM and 8PM, and Sunday between noon and 6PM.
19. These Rules and Regulations apply equally to Owners, their families, tenants, guests, domestic help, lessees, decorators, contractors, and subcontractors. It is the responsibility of the Unit Owner/resident to ensure that anyone visiting them or their unit for either personal or commercial reasons is in compliance with these rules.
20. The Board of Directors of the Association may impose a fine of up to \$100 per day and up to \$1000 for each violation of the Rules and Regulations for any violation of the Condominium Documents.
21. The Condominium and management staff and/or contractors are not permitted to do private work for Unit Owners, their families, tenants, or guests while on duty.
22. Hurricane shutters have been provided to each Unit and are the property of each Unit Owner. Each Unit Owner is responsible to utilize, maintain, repair, and replace the hurricane shutters for his/her/its respective Unit, as necessary. Owners shall be responsible for the cost to repair any damage incurred to Common Elements, Limited Common Elements or other Units during the closing or opening of the hurricane shutters over the Unit apertures. The Board of Directors shall retain the authority to adopt restrictions regarding the use and appearance of the shutters.
23. Outdoor Holiday decorations may be displayed two weeks before and 2 weeks after the actual holiday date.
24. These Rules and Regulations do not purport to constitute all of the restrictions affecting the Condominium and Common Property. Reference should be made to the Condominium Declaration and Declaration of Covenants for Summerfield/Riverwalk Village.
25. Florida Statute 718.111 (5) (a) RIGHT OF ACCESS TO UNITS, states as follows: "The association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or of any portion of a unit to be maintained by the association pursuant to the declaration or as necessary to prevent damage to the common elements or to a unit."

B. RULES FOR UNIT OWNER PARTICIPATION IN BOARD OF DIRECTORS MEETINGS, A BUDGET COMMITTEE MEETING AND A MEETING OF ANY COMMITTEE AUTHORIZED TO TAKE ACTION ON BEHALF OF THE BOARD; LOCATION FOR POSTING NOTICES OF MEETINGS

1. RIGHT TO SPEAK:

- a. To the maximum extent practicable, the posted board meeting agenda for each meeting will list the substance of the matters and actions to be considered by the Board.
- b. Robert's Rules of Order (latest edition) will govern the conduct of the Association meeting when not in conflict with the Declaration of Condominium, the Articles of Incorporation, or the Bylaws.
- c. After each motion is made and seconded by the board members, the meeting chairperson will permit Unit Owner participation regarding the motion on the floor. Such time may be limited depending on the complexity and effect on the Association.
- d. Unit Owner participation will not be permitted after reports of officers or committees unless a motion is made to act on the report, or the chairperson determines that it is appropriate or is in the best interest of the Association.

- e. A Unit Owner wishing to speak must first raise his or her hand and wait to be recognized by the chairperson.
- f. While a Unit Owner is speaking, he or she must address only the chairperson; no one else is permitted to speak at the same time,
- g. A Unit Owner may speak only once for not more than three minutes, and only on the subject or motion on the floor.
- h. The chairperson, by asking if there is any objection and hearing none, may permit a Unit Owner to speak for longer than three minutes, or to speak more than once on the same subject. The objection, if any, may be that of a board member only, and if there is an objection the question will be decided by board vote.
- i. The chairperson will have the sole authority and responsibility to see to it that all Unit Owner participation is relevant to the subject or motion on the floor.

2. RIGHT TO VIDEO OR AUDIOTAPE:

- a. Audio and video equipment and devices that Unit Owners are authorized to use at any such meeting must not produce distracting sound or light emissions,
- b. Audio and video equipment will be assembled and placed in a location that is acceptable to the Board or the Committee before the beginning of the meeting.
- c. Anyone videotaping or recording a meeting will not be permitted to move about the meeting room in order to facilitate the recording.
- d. At least 24 hours' advance written notice will be given to the Board by any Unit Owner desiring to use any audio/video equipment to record a meeting.

3. LIMITATION ON THE ASSOCIATION'S OBLIGATION TO RESPOND TO WRITTEN INQUIRIES: THE ASSOCIATION SHALL NOT BE OBLIGATED TO RESPOND TO MORE THAN ONE WRITTEN INQUIRY FROM A UNIT OWNER FILED BY CERTIFIED MAIL IN ANY GIVEN 30-DAY PERIOD. ANY ADDITIONAL INQUIRY OR INQUIRIES SHALL BE RESPONDED TO IN THE SUBSEQUENT 30-DAY PERIOD OR PERIODS.