

**CORDOVA GARDENS CONDOMINIUM ASSOCIATION, INC.  
APPLICATION**

APPLICATION (check one)  RENTAL/LEASE  SALE/PURCHASE

This application must be completed in its entirety and submitted before any contract is entered into. Separate applications are required by each Occupant of the Unit, 18 years of age or older, if there is more than one except husband and wife. All applications MUST include a \$75.00 application fee per individual (or married couple), payable to **Cordova Gardens Condominium Association**, and a photocopy of Driver's License for all applicants.

I intend to lease/purchase Unit No. \_\_\_\_\_ for a period starting \_\_\_\_\_ and ending \_\_\_\_\_. In order to facilitate consideration of my/our Application for the lease/purchase of the above designated unit in Cordova Gardens Condominium Association, I represent that the following information is factual and true. I am aware that any falsification or misrepresentation of the facts in this application will result in automatic rejection of this application. I consent that you may make further inquiry concerning this application, particularly of the references given below.

I understand and agree that I will be bound by the Cordova Gardens Condominium Association Declaration of Condominium and Bylaws, Articles of Incorporation, and Rules and Regulations of Cordova Gardens Condominium Association, Inc.

**Name(Print):** \_\_\_\_\_ **Name 2 (Print):** \_\_\_\_\_

Phone number: \_\_\_\_\_ DOB: \_\_\_\_\_ Phone number: \_\_\_\_\_ DOB: \_\_\_\_\_

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

Social Security Number: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Driver's License #: \_\_\_\_\_ State: \_\_\_\_\_ Driver's License #: \_\_\_\_\_ State: \_\_\_\_\_

Present Address: \_\_\_\_\_ City/State \_\_\_\_\_ Zip \_\_\_\_\_

Employer: \_\_\_\_\_ Phone #: \_\_\_\_\_ Employer: \_\_\_\_\_ Phone #: \_\_\_\_\_

**Names and relationship of all occupants (including lessee/purchaser):**

\_\_\_\_\_  
\_\_\_\_\_

**RealEstate Agent Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Vehicle Information:**

Make:: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ State: \_\_\_\_\_ Tag #: \_\_\_\_\_

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ State: \_\_\_\_\_ Tag #: \_\_\_\_\_

**Emergency Contact Person:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**\*\*\*PLEASE NOTE: NO DOGS!!! NO EXCEPTIONS!!!\*\*\***

**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 the information provided by me (us) is found to be misleading or false, my acceptance for this sale/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 Association.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CORDOVA GARDENS CONDOMINIUM ASSOCIATION, INC.**

**RULES & REGULATIONS**

(Circa 2025)

***SECTION A – USE OF UNITS***

1. Ownership of each unit consists of the interior space within the perimeter walls, windows, glass doors, ceilings and floors with the exception of fire/smoke detection equipment.
2. Unit owners or tenants shall not alter, paint, replace, repair or change the appearance of the exterior walls, doors, windows, balconies, surfaces or common elements without written approval by the Board of Directors.
3. The permitted use for units is for single-family residency only. Occupancy shall be by the unit owner, his/her family, lessee(s), guests or servants. Maximum occupancy shall be four (4) persons in a two-bedroom unit and six (6) persons in a three-bedroom unit. At no time may a unit be leased to, or occupied by, more than two (2) unrelated persons without written approval by the Board of Directors.
4. A unit shall not be used for those businesses that cause increased traffic, higher insurance rates, loud noises, etc. A copy of any home occupation use permit shall be provided to the Management Company to be placed on file with the Board of Directors.
5. Signs, advertisements, posters or notices of any type – including rental or sale signs – are prohibited. Notices displayed in common areas require approval by the Board of Directors.
6. Owners or tenants shall not permit any act or condition that can increase insurance rates, cause a fire hazard, interfere with the rights of others, be considered immoral, improper, or an unlawful use of a unit or of the *Common Elements*.
7. Loud and objectionable noises or obnoxious odors that can cause a nuisance to other unit occupants are not permitted. QUIET HOURS ARE TO BE OBSERVED FROM 10:00 P.M. TO 8:00 A.M.
8. Owners or tenants shall maintain their unit, balconies, courtyard, walkways, and stairways in a clean, safe, and sanitary condition, and shall not interfere with the peaceful possession and proper use of the condominium property by its residents.
9. Unit windows shall be kept clean. Any draperies, shades or other materials, which are visible to the exterior, shall be subject to the approval by the Board of Directors.
10. The Board of Directors shall have the right to enter each unit for maintenance, inspection, repair, and replacement, and to determine compliance with these *Rules and Regulations*. Such entry shall be done AT ALL REASONABLE HOURS AND WITH REASONABLE NOTICE. The Board shall also have the right to enter a unit for any emergency. Owners or tenants who wish to install a dead bolt or second lock must do so in accordance with specifications approved by the Board of Directors. Owners or tenants are required to deposit duplicate front door keys with the Management Company for delivery to the Board of Directors. The Association will not be responsible for damage caused by forcible entry in any emergency.

11. All residents must register with the Management Company for approval by the Board of Directors, deposit entry keys, present occupational permits, execute required documentation, make sure that a copy of any sales agreement, lease, or lease renewal is on deposit (said lease specifically incorporating the *Articles of Incorporation, Declaration of Condominium, By-Laws, and Rules and Regulations of the Condominium Association*) along with the required application/transfer fees prior to occupancy. Residents failing to so comply shall be subject to fines and possible eviction action by the Association.
12. Commercial solicitation within the premises for any purpose is prohibited. Violations shall be reported to the Management Company for delivery to the Board of Directors.

### ***SECTION B – BUILDING EXTERIORS AND COMMON ELEMENTS***

1. *Common Elements* shall consist of anything other than the units, i.e. buildings, sidewalks, stairways, atriums, courtyards, and areas within the surrounding land.
2. *Limited Common Elements* are those common elements that are reserved for the exclusive use of the unit's occupants such as porches, balconies and parking spaces.
3. No owner, tenant, or resident shall obstruct the common way of ingress and egress to units or Common Elements. No owner, tenant, or resident shall affix any item of any kind to or on the property, including antennas and satellite dishes, unless specifically approved by the Board of Directors. Without the written consent of ALL (8) or (4) OWNERS of a particular building, with said consent having been delivered to the Management Company for delivery to the Board of Directors, no owner, tenant, or resident shall maintain furnishings or excessive potted plantings (as limited in #11 below) of any kind in the atrium or courtyard areas. No owner, tenant, or resident shall maintain bicycles or children's toys in the atrium or courtyard areas. *Any and all disputes relative to this rule shall be resolved by the Board of Directors in the sole discretion of the Board of Directors.*
4. *Common Elements* shall not be littered, removed, damaged, altered, destroyed, defaced or misused in any manner. Trash shall not be left outside of doorways.
5. No owner, tenant, or resident shall plant, prune, trim, cultivate, remove, or fertilize common plantings without prior approval by the Board of Directors.
6. Porches, windows, balconies, and railings shall not be used as airing or drying racks for towels, swimsuits or clothing. Balconies or porches shall not be used as storage areas, or be permitted to become unsightly, in the sole discretion of the Board of Directors.
7. Screening of balconies and porches shall be approved under the following terms and conditions, with work performed by licensed contractors, using previously approved plans and white metal frames, as adopted June 12, 2001 as follows:
  - a. All side porches may be screened.
  - b. Upstairs front or rear balconies may be screened.
  - c. Slider screens may be removed for a neater appearance.
  - d. One story building porches or balconies may be screened in rear.
  - e. Screened areas are to be kept neat and clean with no junk, and not used as a storage area, in the sole discretion of the Board of Directors. Plants and watering should be minimal, in the sole discretion of the Board of Directors, so that nothing goes through to downstairs neighbors.

- f. Owners shall maintain screens and frames in excellent condition. Failure to do so gives the Board of Directors the immediate right and responsibility to repair or remove same, at its discretion and at the owner's expense.

With this amendment to the rules, 'by unit' permission is no longer required. However, all owners of units wishing to screen, must sign a Maintenance Agreement before screening approval will be granted.

8. No owner, tenant, or other occupant shall store any property on the *Common Elements* of the condominium association.
9. Use of outdoor barbecue equipment is restricted to areas designated for use of same by the Board of Directors. Use of barbecue equipment is not permitted upstairs in any area. It is to be used only on grass areas at least 10 feet from any building surface. No propane may be stored inside, or within 10 feet of, any building. When not in use, barbecue equipment must be discretely stored on the side patio of the unit. No storage is allowed in the atriums or courtyards.
10. Under no circumstances shall any owner, tenant, or resident go on the roof of any of the buildings.
11. No hanging or potted plants are permitted in the atriums or courtyards. One plant in a water tray is permitted in the atrium or courtyard next to owner's unit. It must have a saucer and not be over-watered to leak onto the atrium or courtyard floor. This applies to plants on all upstairs balconies. Please be courteous to your neighbors. Exceptions may be granted where ALL (8) or (4) OWNERS of a particular building consent in writing, with said consent having been delivered to the Management Company for delivery to the Board of Directors. *Any and all disputes relative to this rule shall be resolved by the Board of Directors in the sole discretion of the Board of Directors.*

### ***SECTION C – HURRICANE SHUTTERS***

1. There shall be no attaching of materials (plywood sheets etc.) on the outside of any building. Hurricane shutters are discouraged in favor of current available wind resistant titanium window coating material. Owners who wish to install hurricane shutters must use the type and make of shutter approved by the Board of Directors, professionally installed, and must provide notice to the Management Company for delivery to the Board of Directors, stating the specifications of the shutter and the name of the installation company.

### ***SECTION D – MAINTENANCE***

1. Maintenance, repair, and replacement of interior appliances, plumbing fixtures, electrical fixtures, carpet, floor coverings, cabinets, wall finishing, etc. is solely the responsibility of the unit owners and their tenants. All occupants are cautioned to avoid misuse of the unit's facilities. The Board of Directors and the Management Company can only suggest appropriate action, and make appropriate recommendations involving such issues.

2. Air conditioning equipment and electric dryer vent systems, both internal and external to the unit, interior plumbing, electrical, and all windows and sliding glass door systems, are the responsibility of the unit owner under all circumstances. If the external equipment requires replacement, it shall be replaced by equipment subject to prior approval by the Board of Directors before installation.
3. Exterior of buildings, fire/smoke detection equipment, and common area maintenance is the responsibility of the Association. Funds necessary to pay for such maintenance costs are collected monthly from all owners through maintenance fees. Such costs are then passed on to tenants as part of their rent. It is in everyone's best interest, therefore, to keep maintenance costs at a minimum. Payment of maintenance fees by owners shall be kept current. Unpaid maintenance fees and assessments shall bear interest at the rate of 10% per annum.
4. No owner, tenant, or resident shall direct, supervise, or in any manner attempt to assert control over any maintenance personnel. Any complaints or suggestions must be directed to the Management Company for delivery to the Board of Directors.
5. No owner, tenant, or resident shall conduct any activity, or keep anything in a condominium unit, storage area, or in any common areas that could be a fire hazard and/or health hazard or in any way tend to increase fire and/or health risks to other residents.
6. No owner, tenant or resident shall disconnect or otherwise tamper with any fire/ smoke detection equipment in any unit or in the fire/smoke detection control center boxes located on the property. **IN THE EVENT AN ALARM SOUNDS IN YOUR UNIT OR IN YOUR BUILDING VACATE YOUR UNIT IMMEDIATELY UNTIL THE ALARM IS CLEARED BY THE FIRE DEPARTMENT TO ALLOW YOU TO RETURN TO YOUR UNIT.**
7. No owner, tenant, or resident is permitted to change the lock on the exterior closet door.
8. All pest and termite control is the responsibility of the Association; therefore, any evidence of infestation shall be reported immediately to the Management Company for remediation.

### ***SECTION E – RUBBISH & TRASH REMOVAL***

A trash dumpster and several recycle receptacles are provided at the southern end of the grounds for all residents. ALL RESIDENTS PLEASE OBSERVE THE FOLLOWING RULES:

1. All recycle rules shall be followed by all owners and tenants.
2. All trash shall be placed in sealed (tied), plastic bags. Do not store bundled trash outside of the condo unit awaiting removal to the dumpster. This constitutes a violation of Health Department rules and violators will be fined.
3. All cardboard boxes shall be broken down and flattened before being placed in recycling. Unbroken boxes fill up the dumpster, preventing others from properly disposing of their trash.
4. Newspapers and other items must NOT be bagged or bundled when placed in recycling. They are to go into the recycle container "loose".
5. New residents who have an excess of boxes and packing materials should break and flatten boxes, and same shall be placed into recycling.
6. No furniture, Christmas trees, or other large items shall be placed in or around the dumpster. Please consult with the Management Company for their timely removal.

7. Please be aware that, except for pick-up of recycling, city garbage collectors do not leave their trucks. Trash not placed in the dumpster will not be removed, and will remain possibly to cause damage when the dumpster is returned to its pad. IF THE DUMPSTER IS FULL, PLEASE DO NOT LEAVE TRASH OUTSIDE THE DUMPSTER TO CREATE AN UNSANITARY CONDITION. PLEASE WAIT UNTIL THE NEXT DAY WHEN THE DUMPSTER WILL BE EMPTIED.
8. Dumpster doors shall remain “closed” at all times. Access to the dumpster is to the right of the doors.

### ***SECTION F – VEHICLES AND PARKING***

1. Each unit is assigned one (1) parking space in front of each respective building. The space is marked by a code number (to be specifically assigned at the discretion of the Board of Directors). Each occupant (to include guests residing in the complex 14 days or more) must be registered with the Management Company for delivery to the Board of Directors.
2. Guest spaces are designated accordingly. Residents’ second car and guests’ cars shall use these guest spaces. Please inform your guests of these rules. Repeat offenders will have their cars towed at the offender’s expense.
3. Residents who have more than two (2) vehicles per unit are required to use additional parking available around the recreational area at the rear of the property.
4. Owner or tenant moving vehicles and/or POD type units may be parked on the property for a maximum of five (5) days only.
6. Commercial vehicles (vehicle with permanent lettering or obviously of commercial purpose) and/or trucks larger than three-quarter ton shall not be allowed to park overnight without permission from the Management Company on approval from the Board of Directors. If permission is granted, said vehicles shall park in available parking spaces around the recreational area only.
7. No boats, trailers or recreational vehicles shall be parked or otherwise stored on the property at any time.
8. **SPEED LIMIT:** The speed limit is 5 mph. **Please observe.**
9. Vehicles not registered are subject to tow by the Management Company at the direction of the Board of Directors at the owner’s expense.
10. All vehicles shall be registered at the time of a new resident’s application. Any changes must be reported to the Management Company for delivery to the Board of Directors.
11. Vehicles must be parked in such manner that the front end of the vehicle does not extend over the sidewalk. **PLEASE BE COURTEOUS TO OTHER RESIDENTS TRYING TO WALK PAST YOUR VEHICLE.**
12. Wrecked or damaged vehicles, vehicles with expired plates or no plates, vehicles with torn or tattered car covers, and/or vehicles otherwise inoperable or abandoned, shall not be parked on the property. Such vehicles will be towed at the owner’s expense by the Management Company at the direction of the Board of Directors after a notice of 48 hours.
13. No repair or maintenance of vehicles shall be permitted on the property except in case of emergency.

## ***SECTION G – ANIMALS & PETS***

1. Dogs and other animals and pets are strictly prohibited. Certain pets and/or animals that belong to original owners or tenants have been “grandfathered.” An owner or tenant who maintained a dog as of the effective date of this rule (years ago) had a period of sixty (60) days to register the dog with the Association. The owner was to provide a photograph of the dog, together with other information reasonably requested by the Association, including a description of the animal, its name, weight and height. Registered dogs or cats that were permissible under prior rules were grandfathered. The Association had notified the owner or tenant if their pet qualified for grandfathering, and the owner or tenant was permitted to maintain that pet for so long as it lived. No grandfathered pet was or is permitted to be replaced once it has passed away or has been otherwise permanently removed from the premises.
2. Notwithstanding the foregoing, pets that are specially trained and licensed to aid a sight impaired or hearing-impaired person shall be permitted upon submission of proper written documentation to the Management Company for delivery to the Board of Directors, stating the qualifications of the pet and the need for same. On submission of appropriate medical documentation, all other medically related approvals shall be in the sole discretion of the Board of Directors.
3. Such “grandfathered” pets/animals are subject to the following rules:
  - a. All pets shall be leashed when taken outside.
  - b. Pets shall not be tied and/or left unattended outside the unit.
  - c. Pet owners shall clean up after their pets.
  - d. Pets are not allowed to deposit waste on porches or balconies.
  - e. Pets are the responsibility of their owners and shall not be permitted to become a nuisance or cause disturbance of any kind to others. Please keep in mind that “grandfathered” and/or “specialty” pets are privileged and in the minority. Do not abuse the privilege.
4. **Rule to allow cats that are recognized as inside-only animals to be allowed under specific terms and conditions agreed to be owners and/or tenants.** A maximum of two cats per unit will be allowed. Only neutered cats will be allowed. No feeding, cat litter boxes, or changing of cat litter is allowed outside the unit. This includes balconies, atriums, courtyards, lanais, or porches, even if they are carpeted and/or screened. An Agreement to these rules must be signed before any cat is permitted in a unit. If a tenant has or wants a cat, the owner of the unit and the tenant of the unit must sign the Agreement. Any remedies that the Association is ever required to take will ultimately become the responsibility of the owner.
5. Other small, indoor domestic pets are permissible, such as caged birds, fish, gerbils, hamsters, and the like. No exotic pets shall be permitted. All caged birds must be kept indoors and may not be kept on any patio, balcony or lanai or otherwise outside the unit.
6. Violations of these pet rules will cause the pet to be declared a nuisance and same will be removed from the property in the sole discretion of the Board of Directors.
7. Complaints of violations of these pet rules shall be reported to the Management Company for delivery to the Board of Directors.

## ***SECTION H – CHILDREN***

1. Children are not permitted to play in atriums, within courtyards, or in the parking area. Please direct your children to restrict their playing activity to their own unit or in the recreational areas (i.e. the area behind and adjacent to the pool area). Children are in the minority within Cordova Gardens and should be taught to respect the quiet environment of other units.
2. Supervision of children shall be as follows:
  - a. Under 6 years of age: Must be supervised at all times while outdoors.
  - b. Under 14 years of age: Must be accompanied by an adult at the pool.
  - c. Parents should be aware that Florida Statute 741.24 entitles the Association to recover damages of up to \$2500.00 from parents of minors under the age of 18 years for malicious or destructive acts of the minor.

## ***SECTION I – RECREATION FACILITIES***

1. Common Elements are for the use of all residents, their families and guests. Guests must be accompanied by a resident. If not, guests will be asked to leave. Owners, tenants and guests alike are responsible for maintaining Common Elements in a clean and sanitary condition at all times. Littering is strictly prohibited.
2. Use of Common Elements shall be in such a manner so as not to interfere with the quiet enjoyment of others.
3. Users of any recreational area in the complex are required to clean up and re-straighten furniture after each use.

## ***SECTION J – SWIMMING POOL***

1. The pool is operated under the supervision and jurisdiction of the Sarasota County Board of Health. Rules and Regulations herein (and posted at the pool) have been drafted to conform to the directives of this agency. For the protection, safety and health of all, these regulations must be strictly observed.
2. All persons using the pool and other recreation facilities do so at their own risk.
3. Pool hours shall be sunup to sunset.
4. All bathers must shower before entering pool. Suntan oils must be rinsed off before entering the pool.
5. Only bathing suits are permitted in the pool. No cut-offs or street clothes are allowed.
6. No bicycles, skateboards, roller skates or other toys are allowed in the pool or on deck areas.
7. Running and excessive noise is not permitted in the pool area.
8. Food and drink in glass containers are not permitted in the pool area.
9. Pets are not permitted in the pool area.
10. Children under the age of twelve (12) are to be accompanied by an adult or by a person 14 years or older (unless the child is Red Cross certified).
11. Inflated rafts, jackets, masks, toys, etc. are not allowed in pool when such use interferes with other persons using the pool.
12. Radio and other sound devices are to be played at a reasonable volume.

13. The cleanliness of the pool restrooms and pool deck area is everyone's responsibility. Please do your part in keeping the rest rooms and pool deck areas clean by flushing the toilets and depositing trash in the containers provided or depositing excessive trash in the dumpster. Please instruct your children to do the same.

#### ***SECTION K – ENFORCEMENT OF THE RULES AND REGULATIONS***

1. All residents are requested to help with this task. Please report all violations to the Management Company for delivery to the Board of Directors.
2. Violators will receive a citation and in the sole discretion of the Board of Directors may be fined up to \$50.00 per day per occurrence, not to exceed \$1,000 in the aggregate. Such fines levied against any unit tenant or occupant shall become the responsibility of the unit owner. In the event that the owner, tenant, or occupant is in violation, the Association shall have the right to place a lien on the respective owner's unit.
3. The schedule of fines shall be as follows:
  - a. First Offense – Warning
  - b. Repeated or Ongoing Offenses - \$50 per day per violation up to an aggregate of \$1,000.00.

#### ***SECTION L – REGULATIONS GOVERNING THE RENTAL OF UNITS***

Cordova Gardens is a single-family residential community provided for the enjoyment of the unit owners. Though units may be rented, tenants and occupants are expected to exercise more than the normal care and consideration in the use of the property, its furnishings and equipment, the common grounds, and recreational facilities, and respect the quiet enjoyment of the other residents.

1. Unit owners shall lease his/her unit for a period of six (6) months with written consent of the Board of Directors.
2. No unit owner shall lease less than the entire unit. Units shall not be sublet or assigned by the lessee without prior written consent of the unit owner and the Management Company on approval from the Board of Directors. Rental of rooms or less than the entire unit is prohibited. *Units may only be occupied by tenants as a single-family residence. Single family shall include one (1) person, two (2) or more persons, all of whom are related by blood, marriage or legal adoption, or not more than two (2) unrelated persons living and cooking together as a single housekeeping unit. There is no exception to this rule without the written consent of the Board of Directors.* Guests of a tenant are only permitted in a unit, or on the grounds, when the tenant is in residence. Guests *must* be informed of the ASSOCIATION RULES AND REGULATIONS and will be expected to abide by them. Actions of guests are the responsibility of the tenants and/or owners. An owner of a leased unit may not use any portion of the common elements except as a guest.
3. All prospective tenants of Cordova Gardens must be submitted to the Management Company for approval by the Board of Directors. A unit owner desiring to lease a unit shall submit, on behalf of the prospective tenant, a completed *Application Packet* consisting of the following: (1) APPLICATION FOR SALE OR LEASE, (2) LEASE AGREEMENT, (3) RESIDENTIAL SCREENING REQUEST for each proposed occupant, (4) DISCLOSURE AND AUTHORIZATION AGREEMENT REGARDING CONSUMER REPORTS for each proposed

occupant, and (5) ACKNOWLEDGMENT AND ACCEPTANCE, to the Management Company, along with the appropriate fees as set forth in the Application, for delivery to the Board of Directors, not less than ten (10) days in advance of the Occupancy Date. *Relevant forms are available from the Management Company.* The Board of Directors shall have the right to interview the prospective tenant (s), in the sole discretion of the Board of Directors.

4. **All leases must be in writing and be approved by the Board of Directors prior to commencement of lease. (*Lease Forms are available from the Association*). No oral rentals or leases are permitted. All leases shall *incorporate by reference* the **ARTICLES OF INCORPORATION OF THE ASSOCIATION, DECLARATION OF CONDOMINIUM FOR THE ASSOCIATION, BY-LAWS OF THE ASSOCIATION, and the RULES AND REGULATIONS OF THE ASSOCIATION.****
5. Any renewal of lease must be submitted at least five (5) days prior to the renewal date.
6. If a proposed tenant occupies a unit prior to Board of Directors approval, the unit owner shall pay a \$50.00 per day penalty for such unauthorized occupancy.
8. Renters shall not have more than four (4) regular occupants in a two-bedroom unit, or more than six (6) regular occupants in a three-bedroom unit.
9. Guests are permitted to stay for a 14-day period. After 14 days, that individual(s) is no longer considered a guest, and must submit the necessary Application and Application Fee within ten (10) days, or the tenant and/or owner will be liable for the \$50.00 per day penalty.
10. The Association by and through the Board of Directors may terminate, and/or require an owner to terminate, a lease prior to its expiration for cause, such as abuse of the unit, its furnishings or equipment, failure to comply with the RULES AND REGULATIONS OF THE ASSOCIATION, conduct offensive to unit owners or their guests, abuse of the common elements, or subletting without appropriate approval any part or all of said unit.
11. A unit owner is responsible for the actions of all occupants and guests of his/her unit.
12. The following shall be incorporated into all proposed leases submitted to the Board of Directors for approval:
  - a. **A unit owner shall require in any lease that the *Articles of Incorporation of the Association, Declaration of Condominium of the Association, the By-Laws for the Association, and the Rules & Regulations of the Association*, shall become part of the terms and conditions of any lease, and the owner and/or the Association by and through the Board of Directors shall have the right to terminate the lease upon violation of the *Rules and Regulations* or any other *Association Documents* by a tenant, at the sole discretion of the owner and/or the Board of Directors.**
  - b. **A unit owner shall require in any lease that the owner and tenant shall hold the Association harmless as a consequence of any claims of damage caused by the tenant, resulting from any of tenants (or owners) equipment failure or malfunction. All personal property of owners, tenants, and/or guests, shall be kept on the premises at his/her own risk.**
  - c. **A unit owner shall require, and the lessee shall expressly agree, that the tenant shall pay all necessary costs incurred by the owner or the Association in enforcing, by legal proceedings or otherwise, the terms of his/her lease, THE ARTICLES OF INCORPORATION OF THE ASSOCIATION, THE DECLARATION OF**

**CONDOMINIUM OF THE ASSOCIATION, THE BY-LAWS OF THE ASSOCIATION, and THE RULES AND REGULATIONS OF THE ASSOCIATION, including reasonable attorney fees and/or costs, and that if the attorney fees and/or costs cannot be collected from the lessee, that the owner shall be responsible for same. (This provision in no way changes the provisions of the *Declaration of Condominium* for the Association concerning attorney fees and/or costs or owners' obligations relative thereto)**

- d. A unit owner shall require in any lease that if a complaint is filed with the Management Company, or with the Board of Directors, or otherwise, citing a violation by a tenant of any of the Rules and Regulations, or other Association Documents, that the lessee shall vacate the premises within 48 hours of receiving notification to vacate by the Board of Directors.**
13. Any rental transaction that does not comply with these provisions or is disapproved by the Board of Directors is void; unless or until subsequent approval is obtained. Anyone occupying a unit that has not been approved by the Board of Directors is a trespasser and is subject to immediate eviction by the Association.
14. All owners are expected to follow the same regulations prescribed for tenants. In the case of those units where ownership is in the name of a firm, trust, LLC, corporation, partnership or other legal entity, the Board of Directors may require each such entity to designate, in writing, the names of those persons who will be authorized to occupy the unit. Such occupancy shall be in accordance with the concept of single-family residence, and with the occupancy standards set forth in the RULES AND REGULATIONS OF THE ASSOCIATION.
15. In order to perform monthly pest control, health and safety inspections, and for the security and safety of all owners as well as tenants, it is essential that there be a current central record by which each unit occupant may be identified, located and the unit accessed. For these reasons, each newly arriving tenant shall be registered within twenty-four (24) hours with the Management Company, who will maintain the register for the Board of Directors. Each occupant shall deposit with the Management Company all front door keys to the unit, to be maintained on Cordova Garden's property, to include keys to any and all locks in any way installed or changed on the unit entry during the occupancy. After completing required documentation, occupants will receive, at the discretion of the Board of Directors, appropriate parking instructions and guidelines. Owners as well as rental agents shall inform incoming tenants of these provisions.
16. Unit owners are required to promptly make repairs to their units that would adversely affect the cost of operation for the Association.

#### ***SECTION M – RULES AND REGULATIONS COVERING MAINTENANCE FEES***

1. Maintenance fees are due monthly from all unit owners and established annually by the Association members during the annual budget meeting in December.
2. Maintenance fees are due the first of each month and are past due on the tenth of each month. Interest at the rate of 18% per annum, Association attorney fees, lien charges, court costs and any other out-of-pocket expenses incurred will be added to all fees not received by the 10<sup>th</sup> of each month.

3. A lien will be filed on all unit owners who have not paid their maintenance fees, fines or other charges, within thirty (30) days of due date. In addition, the unit owner will also be liable for interest accrued, legal fees, lien, and court costs.
4. Foreclosure proceedings, authorized by *Paragraph XIX* of the *Declaration of Condominium for Cordova Gardens*, will commence in approximately thirty (30) days after the filing of the lien.
5. Detailed collection procedures are set forth below.

***THESE PROCEDURES ARE AUTOMATIC! THERE WILL BE NO EXCEPTIONS!***

***PROCEDURE FOR DELINGUENCY MAINTENANCE FEES***

**Day of Sequence**

**Action**

<i>Day 1</i>	<i>Maintenance fees are due.</i>
<i>Day 11</i>	<i>Unpaid maintenance fees become delinquent and incur 10% per annum interest (maximum allowed by Condo docs) calculated from the due date until paid.</i>
<i>Day 26</i>	<i>The Management Company turns over delinquent accounts to the Association's attorney.</i>
<i>Day 33</i>	<i>Attorney files a lien and sends unit owner notification and a "Thirty Day Letter" is sent by certified mail advising owner that foreclosure will commence in 30 days. Notice includes fees for preparing lien, canceling lien, attorney fees, and other out-of-pocket costs, all chargeable to unit owner.</i>
<i>Day 64</i>	<i>Attorney commences foreclosure.</i>

***SECTION N – RULES & REGULATIONS GOVERNING SALE OF UNITS***

The Board of Directors has certain responsibilities in connection with the resale of individual condominium units and no sale is legally complete until the Board of Directors has executed its responsibilities:

**Board of Directors Approval of Prospective Buyer(s).** Prospective buyers must apply for membership in Cordova Gardens, and be approved by the Board of Directors, the governing body of all unit owners.

1. A unit owner desiring to sell a unit shall notify the Management Company in writing, for delivery to the Board of Directors, their intention to make a bona fide sale at the earliest possible moment, but not less than fifteen (15) days in advance of the Closing Date.

2. A unit owner shall certify in writing, along with the *Application Packet*, to the Management Company for delivery to the Board of Directors, that the owner has provided the following documents to the proposed buyer: (1) ARTICLES OF INCORPORATION OF THE ASSOCIATION, (2) DECLARATION OF CONDOMINIUM FOR THE ASSOCIATION, (3) BY-LAWS OF THE ASSOCIATION, (4) and RULES AND REGULATIONS OF THE ASSOCIATION.
3. A unit owner desiring to sell a unit shall submit, on behalf of the prospective buyer, a completed *Application Packet* consisting of the following: (1) APPLICATION FOR SALE OR LEASE, (2) CONTRACT OF SALE, (3) RESIDENTIAL SCREENING REQUEST for each proposed occupant, (4) DISCLOSURE AND AUTHORIZATION AGREEMENT REGARDING CONSUMER REPORTS for each proposed occupant, (5) ACKNOWLEDGMENT AND ACCEPTANCE, and (6) ASSUMPTION OF LEASE AND TENANT ESTOPPEL LETTER ( if applicable) to the Management Company, along with the appropriate fees as set forth in the Application, for delivery to the Board of Directors, not less than fifteen (15) days in advance of the Closing Date. *Relevant forms are available from the Management Company*. The Board of Directors reserves the right to interview the prospective buyer (s), in the sole discretion of the Board of Directors.
4. Within fifteen (15) days after receipt of the completed *Application Packet*, the Board of Directors will review the submitted documentation, and either approve, or disapprove the sale, by so indicating on the *Application*, returning a copy of same to the unit owner.
5. Pursuant to *Paragraph XIV* of the *Declaration of Condominium*, the Board of Directors has the right, in lieu of new buyer approval, to provide a bona fide buyer for the same unit, and will either provide same, or refuse to provide same on the returned *Application*.
6. Any transaction that does not comply with these provisions, or which is disapproved, is void; unless or until subsequent Association approval by the Board of Directors is obtained. Anyone occupying a unit that has not been approved by the Board of Directors is a trespasser, is subject to immediate eviction by the Association, and will be subject to payment to the Association of a penalty in the amount of \$50.00 per day for each day of trespassing in the sole discretion of the Board of Directors.

#### ***SECTION O – MISCELLANEOUS***

1. Severability: A finding of invalidity of any of these provisions or a part thereof shall not affect the validity of the remaining provisions.
2. Interpretation: All existing provisions of the *Condominium Documents* shall be read in conjunction with the foregoing provisions in order to give full force and effect to the foregoing provisions. If any conflict is found to exist between the foregoing provisions and any provisions as set forth in the *Condominium Documents*, the *Condominium Documents* shall prevail.
3. Amendment: In addition to powers conferred on the Board of Directors by the *Condominium Documents*, the Board of Directors is further authorized and empowered to interpret and/or amend these *Rules and Regulations*, in order to supplement and implement the foregoing provisions as deemed appropriate, in the sole discretion of the Board of Directors.
4. Effect: These *Rules and Regulations* supersede previously published *Rules and Regulations* and shall become *effective immediately* upon approval and adoption by the Board of Directors.

***SECTION P – ASSOCIATION MANAGEMENT***

Management for the Association shall be the responsibility of the *off-site* Management Company. The selection of the *off-site* Management Company shall be the responsibility of the Board of Directors and shall be contracted with and approved by the Board of Directors. Owners and tenants will be timely advised of any changes in off-site management by the Board of Directors. Owner and tenants will be timely advised of any changes in off-site management by the Board of Directors.

# Cordova Gardens Condominium Association, Inc.

c/o Progressive Community Management  
3701 South Osprey Avenue  
Sarasota, Florida 34239  
Phone 941-921-5393

ATTENTION: PROSPECTIVE PURCHASER OR LESSEE

RE: CORDOVA GARDENS CONDOMINIUM ASSOCIATION RULES AND REGULATIONS

Dear Applicant:

Enclosed is a current set of Rules and Regulations for the Cordova Gardens Community for your review and discussion.

Those rules promulgated over a period of years and are designed to promote the good will and tranquility of our Residents so that all can enjoy a high standard of community.

Of particular concern is that you understand, prior to reaching your decision to live in Cordova Gardens, that all of these rules are enforced in a fair and uniform manner and that adhering to our standards will not pose any inconvenience to you.

The most frequently violated rules are those concerned with parking, disposal of large or heavy trash, and those concerned with guest restrictions.

Please study this document and feel free to ask questions of management or the interview committee. Please acknowledge by signature below that you have done so.

Thank you for your cooperation.

IT IS ACKNOWLEDGED THAT I/WE HAVE RECEIVED, READ AND WILL COMPLY WITH THE RULES FOR CORDOVA GARDENS CONDOMINIUM COMMUNITY.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_