

**SUMMERFIELD HOLLOW CONDOMINIUM ASSOCIATION, INC.**

**Managed by Progressive Community Management, Inc. (PCM)**

**3701 South Osprey Avenue, Sarasota, Florida 34239**

**P: 941-921-5393 F: 941-923-7000 www.pcmfla.com**

APPLICATION (CIRCLE ONE) RENTAL or SALE

**RETURN APPLICATION TO PCM \*\***

Each application must be completed in its entirety. An incomplete application will not be considered for lease. **\*\*A copy of the lease agreement must be attached to the application. \*\*A \$100.00 NON-REFUNABLE fee, payable to Summerfield Hollow Condo Assoc must be attached to each application submitted for approval. Incomplete or false information is grounds for eviction. \*\*NOTE: UNITS PURCHASED AFTER JAN 1, 2006 CAN ONLY BE RENTED IF FEWER THAN 15 UNITS ARE CURRENTLY RENTED THROUGHOUT THE COMMUNITY. FOR APPROVAL-OWNER MUST FURNISH KEY TO ASSN FOR EMERGENCY USE. PLEASE PRINT AND BE LEGIBLE.**

Unit Address & Unit # \_\_\_\_\_ Term of Lease(Start &End Dates) / Sale Closing \_\_\_\_\_

**APPLICATION TO COMPLETE**

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

Social Security # \_\_\_\_\_ DOB: \_\_\_\_\_ Social Security # \_\_\_\_\_ DOB \_\_\_\_\_

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

Driver's License # \_\_\_\_\_ Driver's License# \_\_\_\_\_

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

(If present address less than 5 years please provide previous address)

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

Name of Landlord: \_\_\_\_\_ Name of Bank (local) \_\_\_\_\_

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

References: Name, Address & Phone # (other than family or Real Estate Agent) Preferably Local: \_\_\_\_\_

Real Estate Agent: \_\_\_\_\_ Real Estate Agent Contact # \_\_\_\_\_

Real Estate Agent Email: \_\_\_\_\_

Pets: (cat, dog, bird) \_\_\_\_\_ Type: \_\_\_\_\_ Number: \_\_\_\_\_ (Tenants are not permitted to have pets)

Vehicle Information: How many: \_\_\_\_\_ (PARKING SPACE IS LIMITED TO 2 VEHICLES-ONE IN GARAGE AND ONE IN DRIVEWAY)

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

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

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

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

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

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

**AUTHORIZATION FOR VERIFICATION OF INFORMATION FOR CREDIT REPORT, PUBLIC RECORD, RENTAL OR LEASE HISTORY AND EMPLOYMENT VERIFICATION**

I/We 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, maybe affected.

I/We 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.

Application Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Co-App. Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Owner Name: \_\_\_\_\_ Owner Phone #: \_\_\_\_\_

Owner Address: \_\_\_\_\_

\*\*\*\*\*  
Action by Association: Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ Conditions: \_\_\_\_\_

Association Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**SUMMERFIELD HOLLOW CONDOMINIUM ASSOCIATION, INC.**  
**RULES & REGULATIONS**  
**MAY 2012**

**A. GENERAL RULES**

1. Parking in Summerfield Hollow is limited and sometimes problematic. These rules are enforced by fine and/or towing.
  - 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. Residents must use the garage appurtenant to his/her/its Unit as the primary parking space for at least one vehicle or trailer owned by the Resident and/or Resident's guest.

**For example:**

**One Car Garage Units**

- If the Resident has one vehicle, it must be parked inside the garage.
- If the Resident has two vehicles, one must be parked inside the garage and the other parked in the exclusive use drive space immediately in front of the garage, or 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 be parked inside the garage.
- If the Resident has two vehicles, one must be parked inside the garage and the other may be parked inside the garage or in the exclusive use drive space immediately in front of the garage; *not in a marked or designated parking space*. A third car may be parked in a marked or designated parking space along Rosefinch Court (see "d" below).

- 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).
- d. Marked or designated parking spaces throughout the community may only be used for temporary parking (not more than 24 consecutive hours) and is 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.
- e. No vehicle or trailer may be parked on Rosefinch Court from 11:00PM to 7:00AM. Cars left on the street during those hours are subject to be towed at the vehicle owner's expense.
- f. 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.
- g. 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.
- h. 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 under handheld 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 trash will only be in *closed* trash cans acceptable by Manatee County Utilities or by food disposal units. Trash is not to be placed at the curb in plastic bags. Trash cans are to be clearly marked with the house number and Unit number of the resident. Trash cans 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 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.
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.
  - 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 18 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 eight 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, and the Fining Committee, may impose a \$100 per day fine for each violation of the Rules and Regulations or 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.

**B. RULES FOR UNIT OWNER PARTICIPATION IN ANY TYPE OF ASSOCIATION MEETINGS:**

**1. OWNERS 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**

