

SUMMERWIND LEASE APPROVAL APPLICATION

1. **APPLICANT:** Lease applicant agrees to adhere to all the following rules regarding lease of a unit and all Summerwind Condominium Rules & Regulations (included as pp. 2 – 4).

_____(Applicant Initials)

2. **TENANT/OWNER RIGHTS/RESTRICTIONS:** Section 718.106 (4), Florida Statutes states: “When a unit is leased, a tenant shall have all use rights in the association property and those common elements otherwise readily available for use generally by unit owners and the unit owner shall not have such rights except as a guest, unless such rights are waived in writing by the tenant,” and the Statute also states: “The association shall have the right to adopt rules to prohibit dual usage by a unit owner and a tenant of association property and common elements otherwise readily available for use by unit owners.”

Summerwind Condominium enforces the Florida Statute prohibiting dual usage. Non-occupant unit owners retain the right to use Summerwind Parking Facilities for the purpose of access to or maintenance of their leased unit or for contact with lessee. Non-occupant owners of leased units are prohibited use of any Common Element except as invited guest(s).

_____(Applicant Initials) _____(Owner Initials)

3. **OWNER OBLIGATIONS:** A lease will not be approved if maintenance fees or special assessments against that unit are delinquent. Owners of leased units must place in escrow, with the Association, a sum determined by the Association, but in no event less than \$500, which may be used by the Association to repair damage to Summerwind Common Elements resulting from acts of omission, negligence or vandalism by lessee, as determined at the sole discretion of the Association. Failure of unit owner to deposit the required funds in escrow, as authorized by Summerwind Declaration of Condominium, negates lease approval. Any balance remaining in the escrow account shall be returned to the unit owner within ninety (90) days after the tenant and all subsequent tenants permanently move out.

Owner/agent must provide to the Summerwind Board of Directors via B.P. Davis Property Management Company a copy of any lease extension or lease renewal and clearly indicate the effective dates of the new lease agreement. _____(Owner Initials)

4. **USE OF LEASED UNIT:** Units may only be used as single-family residences and for no other purpose and are restricted to residential use by the parties listed on the lease application. Room-renting and subleasing are prohibited. _____(Applicant Initials)
5. **PETS:** The keeping of a pet by a lessee within a Summerwind unit is not permitted. The definition of “pet” includes – but is not limited to – a dog, cat, fish, bird, or similar domestic animal. See Summerwind Pet Policy for details. _____(Applicant Initials)
6. **VEHICLES:** Vehicles must be in operating order with current registration and effective mufflers. Boats, trailers, construction, recreational and oversized vehicles are prohibited unless they fit into, and are stored in, a garage. _____(Applicant Initials)
7. **EFFECTIVE DATE:** The provisions of this document become effective on November 22, 2019.

**SCHEDULE A
TO
BY-LAWS**

**RULES, AND REGULATIONS
FOR
2100 WEST, A CONDOMINIUM**

(Name later changed to Summerwind)

11 April 1989

1. The entrances, passages, vestibules, elevators, lobbies, halls and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property; nor shall any carts, bicycles, carriages, chairs, tables or any other similar objects be stored therein.
2. The personal property of Unit Owners, Lessees and Guests must be stored in their respective Units or in the storage area or in garages.
3. No garbage cans, supplies, milk bottles or other articles shall be placed on the balconies or Common Elements. No linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, balconies, or other portions of the Condominium Property. Only appropriate seasonal decorations are permitted.
4. No Unit Owner, Lessee or Guest shall permit anything to fall from window or door of the Condominium Property, nor sweep or throw from the Condominium Property any dirt or other substance into any of the balconies or elsewhere in the Building or upon the Common Elements.
5. All garbage, cans and bottles, shall be placed in tied plastic bags prior to depositing in the garbage chutes. Papers and other refuse should be tied or otherwise contained before disposal to prevent littering our properties at pick up time. No debris or refuse of any kind is to be left in the garbage rooms or anywhere on the Common Elements.
6. Employees of the Association are not to be sent out by Unit Owners for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.
7. No Unit Owner shall make or permit any disturbing noises in the Building by himself or his family, servants, employees, agents, visitors or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other Unit Owners. No Unit Owner shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.
8. No radio or television installation of other electronic equipment may be permitted in any Unit which interferes with the television or radio reception of another Unit.
9. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in on or upon any part of the Condominium Property, except signs used or approved by the Board. Additionally, no awning, canopy, shutter, air-conditioning unit or other

projection shall be attached to, hung, displayed or placed upon the outside walls, doors, balconies, windows, roof or other portion of the Building or on the Common Elements.

10. The Association may retain a pass-key to all Residential Units. No Residential Unit Owner shall alter any lock, nor install a new lock, without the prior written consent of the Board of Directors. Gate locks must be secured at all times.

11. A Unit Owner who plans to be absent during the hurricane season must prepare his Unit prior to his departure by designating a responsible firm or individual to care for his Unit should the Unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual.

12. Food and beverages may not be consumed on the Common Elements.

13. Curtains and drapes (or linings thereof) which face on exterior windows or glass doors of Residential Units shall be subject to disapproval by the Board, in which case they be removed and replaced with acceptable items at Owner's expense.

14. No Unit shall have any aluminum foil placed in any window or glass door or any reflective substance placed on any glass, except such as is approved by the Board of Directors for energy conservation purposes.

15. No exterior antennae shall be permitted on Condominium Property or improvements thereon, provided that the Board shall have the right to install and maintain community antennae, radio and television lines and security systems, as well as temporary communications systems.

16. Children will be the direct responsibility of their parents or legal guardians who must supervise them while they are within the Condominium Property. Full compliance with these rules and regulations and all other rules and regulations of the Association shall be required of such children. Playing shall not be permitted in any of the lobbies, hallways, stairways, elevators and lobby areas, and loud noises will not be tolerated. Children under the age of fifteen will not be permitted in the sauna and exercise rooms unless accompanied by an adult. Likewise children under the age of twelve will not be permitted in pool area or the recreation room unless accompanied by an adult.

17. Pets, birds, fish and other animals shall neither be kept nor maintained in or about the Condominium Property except with the prior written permission of the Association and then only in accordance with the provisions of the Declaration and the following:

(a) Permitted pets will be limited to one (1) dog or cat owned by said Unit Owner in his Unit, which dog or cat shall not exceed fifteen (15) pounds in weight at maturity. No dog or cat shall be permitted outside of its Owner's Unit unless attended by an adult and on a leash not more than six (6) feet long. Said dogs and cats shall only be walked upon those portions of the Common Properties designated by the Association from time to time for such purposes.

(b) Small domestic birds or fish may be kept in the Units.

(c) No one other than the Owner of a Residential Unit is permitted to keep any pets. Lessee's and Guests shall not bring animals of any kind on the property.

- (d) Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon three days written notice from the Board.
 - (e) Pets shall not enter an occupied elevator unless permission is given by those within.
 - (f) Dog refuse on common properties must be picked up and disposed of immediately.
18. Parking areas (including garages and parking spaces located within the Common Elements) are limited to those vehicles which can satisfy height, width and length restrictions.
- (a) Commercial vehicles, regardless of ownership, will not be permitted to park in our common areas unless performing a service or pick up or delivery.
 - (b) House trailers and vans are not permitted to park in our common areas if they are to be occupied during their stay.
 - (c) Pleasure boats will not be permitted to be parked in the common areas.
19. The Units and Common Elements shall not be used for other than housing and related common purposes, and no industry business, trade or profession of any kind shall be conducted, maintained or permitted in any Unit, provided, however, that such restriction shall not prohibit a Unit Owner from:
- (a) Maintaining a personal professional library in such Unit
 - (b) Keeping personal business or professional records or accounts therein
 - (c) Handling personal business or professional telephone calls or correspondence therein
20. All residents must check their feet for tar when entering the building and pool area. Tar can be removed with mineral spirits and rags located in black "mailbox" next to pool shower.
21. Shopping carts are available at the south "service entrance" in the area designated. Carts must be returned to this area immediately after use and not left in hallways or elevators.
22. Common area keys MUST NOT BE DUPLICATED. Any lost keys must be reported to management office. Replacement keys will be available in the manager's office at a cost of \$25.00 each.
23. The speed limit in the 2100 West driveways and parking areas will be a maximum of 10 mph.
24. All of these rules and regulations shall apply, however, to all other Owners and Occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners from specific rules and regulations upon written request therefore and good cause shown in the sole opinion of the Board.

SUMMERWIND LEASE APPROVAL FORM

Unit Nr: _____ Owner's name: _____ Application Date: ____/____/____

Printed name of owner/agent: _____ Phone #: _____

Lease agreement start date: ____/____/____ Expiration date¹: ____/____/____ (Min. 60 days)

Monthly Rental Amount: \$_____ Security Deposit Amount: \$_____

Lessee 1: _____ Phone #: _____

Current address: _____ How long? _____

Lessee 2: _____ Phone #: _____

Current address: _____ How long? _____

Name(s) of occupant(s) other than lessee(s):

_____ Relation to lessee: _____

_____ Relation to lessee: _____

Lessee vehicle(s): (Year/Make/Model/Color/License #)

(1) _____

(2) _____

Applicant(s) declare by their signature(s) below that: (1) all information provided in this application is accurate, (2) a personal copy of Summerwind Rules & Regulations has been provided to them, (3) they acknowledge no pets are allowed, and, if lease is approved, (4) all unit occupants agree to comply with all Summerwind Rules & Regulations. Applicant(s) also acknowledge(s) being informed the Declaration of Condominium provides that the Association shall have the right to terminate the lease upon default by tenant in observing Summerwind Rules & Regulations, or if the information in this application is found to be inaccurate.

Signatures:

Lessee 1: _____ Date: ____/____/____

Lessee 2: _____ Date: ____/____/____

SUMMERWIND BOARD OF DIRECTORS ENDORSEMENT

Summerwind signature below signifies receipt of Application by Summerwind Board of Directors and approval granted for duration of Lease if Applicant adheres to the terms and conditions of this agreement.

Signed: _____ Date: ____/____/____

(Original - retained by Keys Property Management Enterprise, Inc.; Tel: 1-321-784-8011)

(Copies to - Summerwind Board of Directors, Lessee (1) & Owner/Agent)

¹ Lease extensions/renewals must be provided to Summerwind Board of Directors via Keys Property Management indicating the effective dates of the new lease agreement. Direct all questions to Keys Property Management.