

TOWNHOMES OF SUMMERFIELD

WELCOME PACKET AND REGULATIONS

CONGRATULATIONS! Welcome to your new home! Whether you are renting or have just purchased, or it has been a major decision. We are excited to have you as a new resident and that you have chosen the Townhomes of Summerfield as your new community. Because we are a townhome community, some policies, rules, and regulations might be different than you are otherwise used to. The HOA (Homeowner's Owners Association - our governing body) has a set of documents that govern us. We look forward to your residence in our community, and hope that you will enjoy living among friends. Our goal is to provide a friendly environment for everybody to enjoy and be proud to call home.

REGULATIONS

1. **Rule Changes**- The Board of Directors reserves the right to change, revoke, revise, or add to the existing rules and regulations as needed to preserve the overall safety and welfare of the community. The Association has the right to establish additional rules and regulations governing the conduct of all residents and the use of the units, limited common elements, and common elements, so long as such additional rules and regulations are not inconsistent with the terms and conditions of the Declaration.
2. **Alterations** - Unit owners or residents shall not make any alteration, decoration, repair, or replacement, change of paint, glass panes, entry door or exterior storm/glass doors or other enclosures on balconies or any other part of the units, common elements, or any building without prior written approval from the Board of Directors. Thus, the Board of Directors of the Association must approve installation of storm doors, floor covering on balconies, hurricane enclosures, and any flooring or any addition to the unit. The board will consider written requests.

Entrances and Balconies must stay clear and be always kept clean. No flowers of any kind can be planted in the ground around the edges of the buildings, nor hung or placed on the balconies without prior authorization from the Board of Directors. No unit owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the buildings (including, but not limited to awnings, signs, storm shutters, screens, fixtures and equipment), nor plant or grow any type of shrubbery, flower, tree, vine, grass, or other plant life outside his unit, without prior written consent from the Association. Provided, however, any unit owner may display one portable, removable, United States flag in a respectful manner.

3. **Applications** - Any unit owner desiring to lease or buy a unit must submit an application accompanied by all proper documentation and \$150 per applicant must be at least thirty **(30) days prior** to the effective date of the proposed lease or purchase. Married couples, with or without minor child(ren), must submit one complete application of \$150. Unmarried couples, with or without minor child(ren), must submit **two complete applications** and \$150 per adult. One adult, with or without child(ren), must submit one complete application and \$150. Outside

of the USA the application fee will vary depending on the country and processing time. Additional documents and information may be required. (Passports, Visa) etc. Legal action will be taken to remove anyone not prior approved by the association and assessed to owner.

Each unit shall be used only for residence in which there shall not be more than six persons continuously residing, excluding visitors and guests. For the purposes of this section, "visitor" and "guest" shall mean any individual who is not named as a tenant on any lease agreement existing between the unit owner and their tenant(s). Visitors and guests shall not be permitted to occupy or reside at the unit for more than seven (7) consecutive days without Association approval. Each continuous resident shall be named as a tenant in any lease agreement offered by the unit owner and shall execute said agreement as a party thereto. Unit owners' complaints regarding the maintenance and operation of the unit shall be made in writing to the Board of Directors of the Association.

Each unit shall be used only for residency in which there shall not be more than two (2) persons for each bedroom in the Dwelling, excluding visitors and guests. Unit owners' complaints regarding the maintenance and operation of the unit shall be made in writing to the Board of Directors of the Association. **Any interior repairs needed are the responsibility of the owner. (plumbing, electrical, HVAC) etc.**

Each unit owner shall maintain his or her unit in good condition, including all internal surfaces within or surrounding their unit. Each unit owner shall maintain and repair the fixtures therein and shall promptly pay for any utilities which are metered separately to their unit. Landscaped and grassed areas shall be used only for the purposes intended. No articles belonging to unit owners or residents shall be kept in such areas, temporarily or otherwise.

Soliciting is strictly forbidden. Unit owners should notify the Association if a solicitor appears, and appropriate action will be taken.

4. No owner or resident of a unit shall permit or suffer from anything kept in his or her unit that will increase the insurance rates on the limited common elements, if any, or the common elements, or which will obstruct or interfere with the right of other owners or residents; or create a life-safety hazard; nor shall an owner of a unit commit or permit any nuisances, immoral or illegal acts in a unit, the limited common elements, if any, or on the common elements.
5. Each unit owner or resident shall conform and abide by the bylaws and uniform rules and regulations regarding the use of the unit, limited common elements and common elements. These rules and regulations may be adopted in writing from time to time by the Board of Directors of the Association to see that all persons using the unit owner's property through or under him do likewise.
6. Those unit owners or owner's resident(s) who violate these rules shall be responsible for all costs incurred by the Association, including court costs and reasonable attorney's fee, in the process of rectifying the non-compliance. These costs shall also include the removal of all articles, vehicles, and substances from the property, which were placed thereon in violation of these rules.

7. ALL UNIT OWNERS ARE RESPONSIBLE TO FURNISH A COPY OF THE RULES AND INSTRUCT THEIR GUESTS AND TENANTS TO OBEY ALL THE RULES AND REGULATIONS OF TOWNHOMES OF SUMMERFIELD HOMEOWNERS ASSOCIATION. Unit owners who rent or lease their unit are responsible for the conduct of their residents. Any infraction of the rules shall be directed to the owner of the unit.
8. All owners/residents must provide the Association with a current lease and contact information. Owners are responsible for having contact information to have on file with the Association (address, email contact, phone number, vehicle registration, and pet information etc.) **Owner must maintain a current HO6 Certificate of insurance on file with the association. No applications will be processed unless owners have current information on file with the association. (Insurance; contact information, management agreements with 3rd party providers) etc.**
9. No articles shall be placed upon the common elements of the property. No storage is permitted in front of units. Bicycles, electric/gas powered scooters/mopeds; skateboards, furniture, trash, plants, and other articles are not permitted to be kept outside the common elements. The common elements of the property shall not be obstructed in any manner and shall be kept free and clear of rubbish, debris, and other unsightly or unsanitary material. Skateboards, bicycles, scooters/hover boards, roller blades are not permitted on sidewalks. Walkways are strictly for foot traffic. Ingress and egress shall not be obstructed in any manner.
10. No articles shall be hung or shaken from any unit onto the common elements of the property. No unit owner shall throw, sweep, or allow any article or water to fall from their unit onto the common elements of the property. No article shall be attached to, erected upon, installed, or affixed to the exterior walls, exterior doors, or roof of a unit or upon the other common elements of the property. (Rugs; towels; clothing) etc.
11. Employees of the Association shall not be sent off the property by any unit owner at any time for any purpose, nor shall any unit owner direct, supervise, or in any manner attempt to assert any control over the employees of the Association. Employees of the Association shall not enter to do any work within a unit without prior approval of the association or manager.
12. Children of guests, residents, and owners shall always be supervised by a responsible adult when using amenities or when outside the home.
13. **Move In/Contract Service Procedures** - Prior to moving in or moving out, residents must check in with management at least 24 hours in advance. Owners must notify management in advance of any contractors or service companies. No contractors may begin work/services before the hours of 8 AM, and no later than 7 PM. No contractors are allowed to work on Sundays except for in an emergency; must notify Townhomes of Summerfield Management two (2) days in advance.
14. A \$200 refundable (less damages) HOA Security Deposit must be paid prior to initial move-in. **Hours for moving in or out are from 8:00 A.M. to 8:00 P.M.** No moving is allowed on weekends or holidays without the Manager's approval. Any damage to the common elements and/or the

property is the responsibility of the person moving in or out and will be charged to the unit owner involved.

15. Cable vs. Satellite Dish - Spectrum and Frontier are the primary cable/internet providers. I understand that I will not decide to go to another service provider, and I will not attach a satellite dish to the building or its common areas. I understand that by doing so, I will be liable for the removal of the satellite dish at owner/resident.

16. Noise Control - Excessive noise and/or nuisance by owners, resident guests, and workers is prohibited. No owner resident of a unit may make or permit any disturbing noises, as determined by the Board of Directors, in the building or on the property, whether made by themselves, his or her family, friends, guests, pets or employees, nor may they do or permit to be done anything by such persons that would interfere with the rights, comforts, or conveniences of other residents. No person may play or suffer to be played any musical instrument, stereo, phonograph, radio, or television set in his or her unit or on the property if it in any manner disturbs or annoys other residents or owners on the property. I understand and agree not to play music (in my car and/or in my home) at a level that will disturb other residents. Bass speakers and subwoofers are prohibited when entering or within the community. I understand that I must control the loudness of group gatherings, TV, radios, and/or stereos, especially during evening and night hours when windows are open, as sound carries. Wind chimes are not permitted outside any unit. Bird and squirrel feeders and feeding wildlife is strictly prohibited.

17. Lanais and Walkways - Cigarette butts must be disposed of appropriately. No floor coverings, shades, blinds, or curtains shall be applied or installed to the lanai deck or screen enclosure unless approved by the Association. Laundry, rugs, towels, bathing suits, mops, or other similar articles shall not be hung or spread on the common elements of the property where it would be visible from outside the unit. Articles of any sort shall not be beaten, cleaned, or dusted by handling or extending from any window, door, or hanging over any railings. Items shall not be placed on the grass area for cleaning or painting. In addition, no unit owner shall use his or her lanai or terrace area for the purpose of storing personal property. The use of charcoal or gas grills on lanais is prohibited. Electric Grills Only.

18. Vehicle/Parking

[ADD PARKING ADDENDUM]

These parking rules will ensure the safety and security of every resident and prevent any harm and/or damage to the property and the property of other residents. By following the parking rules, we can maintain the property aesthetically pleasing.

A violation of any of these regulations is subject to being towed at the expense of the vehicle owner. Our property is patrolled by a towing company to enforce all these policies. Signs are posted through the community.

The Townhomes of Summerfield Homeowners Association is not responsible for owner/resident vehicles that are towed. If your vehicle is towed, you must contact the towing company directly. Townhomes of Summerfield does not have control over your vehicle when vehicle has been

towed.

The Townhomes of Summerfield Homeowners Association does NOT receive any compensation, money, advantages, or gains when vehicles are towed.

19. **Speed Limit: PLEASE READ CAREFULLY** The speed limit while driving in the Townhomes of Summerfield is 11 mph. **PLEASE RESPECT THE SPEED LIMIT FOR THE SAFETY OF CHILDREN AND RESIDENTS.**
20. **Trash** Residents may not litter. All garbage and refuse should be contained in tightly tied plastic bags. All boxes and cartons should be flattened by cutting the corners and folding them (or by thoroughly crushing) to be placed in the trash compactor. Refuse and garbage shall be deposited in the trash container provided for said collection. At no time can a resident place trash outside of the front or back doors. Doing so will result in a fine issued by the board. No large items (furniture; electronics; paint; mattresses; cabinets; carpet, etc.), commercial or construction waste are to be disposed in or around the dumpsters. Violators will be fined and/or reported to the police.
21. **Pets** - Residents may keep a maximum of two (2) pets (defined as only dogs, cats, fish, and small birds) per unit weighing more than 25 pounds at maturity. **Commonly considered aggressive breeds are prohibited to reside and/or visit this community. This includes but is not limited to the following list of breeds and mix of breeds: Pets up to 25 lbs., 2 pets per unit. Restricted breeds apply. Akita, Alaskan Malamute, American Bulldog, American Pit-Bull Terrier (or any Pit-Bull mix), American Staffordshire Terrier, Cane Corso, Chow Chow, Dalmatian, Doberman Pinscher, German Shepherd, Great Dane, Perro de Presa Canario, Rottweiler, Shar Pei, Shiba Inu, Siberian Husky, Staffordshire Bull Terrier, Wolf Hybrids.** Service animals are permitted with proper documentation.

Animals must be current with all vaccinations and proof of such must be provided to the Association office as well as a photo of each pet upon moving in. All dogs and cats must always be leashed when outside the home pursuant to Hillsborough County Leash Law. It is the pet owner's responsibility to pick up and dispose of their pet's waste. If the owner fails to do so, the Association has the right to take necessary action and enforce the matter.

The owner must obey all use and health regulations according to, but not limited to the ASPCA (American Society for the Prevention of Cruelty to Animals) concerning pets on the Property. No pet shall be permitted to behave in any fashion that could reasonably disturb the enjoyment of the property by other owners and their guests. Aggressiveness, viciousness, biting, or any behavior that causes injury or harm (includes emotional distress) to any person shall be grounds for the immediate removal of the pet from the property without the notice requirements below.

Pets are to be walked in the designated area only. Pets are not to be left on the patios unattended or caged. Pets are to remain inside the unit when unattended. The pet shall not make disturbing noises such as barking or crying that interferes with other residents' quiet enjoyment of the property. The pet shall not be permitted to damage any common or limited common area of the property. **Feeding birds, squirrels, cats, or other small animals is not permitted. No food or garbage shall be left behind to feed any animal.**

If a resident's pet behaves in a fashion which violates the rules and regulations, the Board is permitted to exercise the following remedies: a) On the first offense: The Property Manager/Association will send written notice to the resident via registered mail asking that the behavior be changed. If a second behavioral problem occurs during any twelve-month period, the Board of Directors may vote to order the pet removed via a simple majority of the Board, which vote may be held at any regularly scheduled meeting.

- 22. Fines** - The Board reserves the right to issue fines accordingly if any of the rules and regulations are not followed by residents and /or owners. If necessary, the board will take legal action. The board has established a fining committee for all cases subject to being fined.

THESE RULES AND REGULATIONS WILL BE STRICTLY ENFORCED. In the case of any inconsistencies between the terms of the Declaration of Townhomes of Summerfield Homeowners Association Inc, and these rules and regulations, the terms of the more restrictive provisions shall control, unless such terms of these rules and regulations are prohibited by the Declarations and, in that event, the terms of the Declarations shall control.

The HOA does not make the rules, the Homeowners of your community do. If you weren't following the rules in the past, it doesn't give the right to continue to violate. If you have received a violation, it's because your fellow residents are filing complaints to the HOA to legally demand that you, and/or your renters/guests follow the rules that they voted upon and passed.

The HOA Board consists of elected, non-paid, volunteer homeowners who live in the community. They're simply performing their fiduciary duty to investigate complaints and violate those who are breaking the established rules. Fines are issued by a committee consisting of non-board homeowners. Violations and fines must be discussed constructively and cured as required to avoid legal action.

If you're a renter, be warned that non-compliance can result in eviction.

If you're a homeowner and disagree with the rules, attend the HOA meetings, and propose changes that can be voted on by the members of the community during new business.

Tirades, threats, or aggressive behavior made toward the HOA Board members, management, or the fining committee will be immediately referred to counsel and legal authorities.

Townhomes of Summerfield rules can be found on our website:

<https://townhomes-of-summerfield.sb.payhoa.com/docs--forms.html>

Warning: Townhomes of Summerfield is a sub-association of the Summerfield Master Community Association. You are also bound by their rules. You may also receive separate and/or duplicate violations/fines from the Master in addition to those from this HOA. The Summerfield Master Community Association rules:

<https://www.oursummerfield.org/association-documents/>

DRUG FREE ADDENDUM

In consideration of the execution or renewal of the lease of the dwelling unit identified in the Rental Agreement, Owner and Tenant agree as follows:

1. Tenant, any member of the tenant's household, or a guest or other person under the tenant's control shall not engage in criminal activity, including drug-related criminal activity, on, near, or within sight of the community premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, transportation, storage, use, or possession with intent to manufacture, sell, distribute, store, transport or use a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C 802)).
2. Tenant, any member of the tenant's household, or a guest or other person under the tenant's control **shall not engage in any act intended to facilitate criminal activity**, including drug-related criminal activity, on, near, or within sight of the community premises.
3. Tenant or member of the household **will not permit the dwelling unit to be used for, or facilitate criminal activity, including drug-related criminal activity**, regardless of whether the individual engaging in such activity a member of the household or a guest is.
4. Tenant or member of the household will not engage in the manufacture, sale, storage, transportation, use, possession or distribution of illegal drugs and /or drug paraphernalia at any location, whether on, near, or within sight of the community premises.
5. Tenant, any member of the tenant's household, or a guest or other person under tenant's control **shall not engage in acts of violence or threats of violence**, including, but not limited to, the unlawful discharge of firearms, on, near, or within sight of the community premises.
6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR THE TERMINATION OF TENANCY.** A single violation of any of the provisions of this addendum shall be deemed a serious violation and material noncompliance with the Rental agreement. It is understood and agreed that a single violation shall be good cause for termination of the Rental Agreement. Unless otherwise provided by law, **PROOF OF VIOLATION SHALL NOT REQUIRE CRIMINAL CONVICTION**, but shall be a preponderance of the evidence.

In case of conflict between the provision of this addendum and any other provision of the Rental Agreement, the provisions of the addendum shall govern.

RENTAL CHECKLIST

<https://townhomes-of-summerfield.sb.payhoa.com/resources.html>

- Rental Application Submitted
- Pet Application Submitted (if pets will be housed, 1 Per Pet, Max 2)
- Parking Application Submitted (if vehicles will be parked on property)
- 2 Insurance Submission Forms Submitted (Owner & Renter)
- Application Fees Paid

Steps After Applications Submitted

- Received Approval From HOA
- HOA Security Deposit Paid
- Move-Out Date/Time Scheduled with Community Manager (if occupied)
- Move-in Date/Time Scheduled with Community Manager (new renter)