

**Ashley Downs Homeowners Association, Inc.**

**C/O Ameri-Tech Community Management**

6415 1<sup>st</sup> Avenue South

Saint Petersburg, FL 33707

(727)726-8000 · FAX (727)873-7307

**APPLICATION FOR PURCHASE/LEASE APPROVAL SALE, RENTAL,  
OR LEASE**

ATTENTION: Please allow seven to ten days for processing.

Proper fee is for each applicant and must accompany this Application:

1. \$100.00 for rent/lease approval for related adults.
2. \$100.00 for purchase/sale approval for related adults.
3. \$100.00 for any additional adults.
4. \$50.00 processing fee per application.

**Please make check payable to Ashley Downs HOA, Inc.**

**Copy of Sales/Purchase Agreement or Lease and application fee must accompany this application.**

Sales Closing Date \_\_\_\_\_ Rental Period \_\_\_\_\_

Real Estate Agent \_\_\_\_\_ Phone \_\_\_\_\_

Title Company \_\_\_\_\_  
Phone \_\_\_\_\_

I. The undersigned makes this application for approval as prospective \_\_\_\_\_ Purchaser(s)  
\_\_\_\_\_ Lessee(s) of \_\_\_\_\_ (Street  
Address) currently owned by \_\_\_\_\_ at Ashley Downs  
HOA, Inc., Palm Harbor, FL.

II. The undersigned does (do) hereby acknowledge(s) that I (we) recognize my (our) obligations as set forth in the Articles of Incorporation; By laws; Declaration of Agreements, Easements, Covenants, Conditions, Restrictions, and any Amendments thereto; and Rules and Regulations of Ashley Downs HOA, Inc. I (we) further acknowledge that we have received and read a copy of said documents, and I (we) agree to comply therewith.

III. The undersigned agree and acknowledge that the names, social security numbers, and date of birth of the individuals who shall be residing in the subject Unit upon transfer are as follows:

Name _____	Name _____
Social Security _____	Social Security _____
Date of Birth _____	Date of Birth _____

IV Pets to be kept by the undersigned upon the premises (all pets must be listed):

Type \_\_\_\_\_ Weight \_\_\_\_\_

Type \_\_\_\_\_ Weight \_\_\_\_\_

IV. Motor vehicles to be kept by the undersigned upon the premises (all vehicles must be listed):

Make/Year \_\_\_\_\_ State/Tag No. \_\_\_\_\_

Make/Year \_\_\_\_\_ State/Tag No. \_\_\_\_\_

V. The undersigned agree to notify the Homeowners Association of any change in the occupancy of the subject property.

VI. The undersigned understand that Ashley Downs Homeowners Association, Inc., has reasonable Rules and Regulations governing the condominium premises, and certifies that I (we) have read, understand, and agree to abide by said Rules and Regulations.

VII. The undersigned state that the information contained in this Application is true and correct and that any intentional misrepresentation shall be the basis for automatic disapproval of the Application by the Association's Board of Directors.

VIII. The undersigned designate the following as my (our) mailing address for the corporate record and other matters related to the Homeowners Association:

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

\_\_\_\_\_

IX. The undersigned agree to provide any further information that may be reasonably requested by the Board of Directors.

**The undersigned hereby allow Tenant Check and/or Ashley Downs HOA, Inc and/or Bay Management, Inc. to inquire into my/ our credit file, and criminal background. I/we cannot claim any invasion of privacy against Tenant Check, Ashley Downs HOA Inc, or Bay Management, Inc. now or in the future.**

**The approval of this application is subject to all financial obligations to the Association, including but not limited to, maintenance fees; water/sewer charges; pool and gate keys; gate cards and transmitters; late charges, special assessments, legal fees, and application fees having been paid in full at time of closing.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Purchaser/Tenant

\_\_\_\_\_  
Signature of Purchaser/Tenant

\_\_\_\_\_  
Printed Name of Purchaser/Tenant

\_\_\_\_\_  
Printed Name of Purchaser/Tenant

\_\_\_\_\_  
Current Address of Purchaser/Tenant

\_\_\_\_\_  
Current Address of Purchaser/Tenant

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Phone Number

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

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

**ASHLEY DOWNS HOMEOWNERS ASSOCIATION, INC.**

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_



**Rules and Regulations:**

These are the Rules and Regulations which were adopted by the Board of Directors on April 8, 2002 and reviewed in July 2008. It is the policy of the Board of Directors to strictly enforce the rules fairly and equitably in all circumstances in order to maintain the quality of life within our community. The rules and regulations are listed below for new residents and anyone who may not have a copy.

**Rules and Regulations as adopted by the Board of Directors on April 8, 2002:**

The following rules and regulations, together with such additional rules and regulations as may hereafter be adopted by the Board of Directors, shall govern the use of the residential units, common property, and the conduct of all residents thereof.

- A. The residential units shall be used only for residential purposes and each unit is restricted to single family occupancy. Residential units may not be utilized in any way directly or indirectly for any business, commercial, manufacturing, mercantile, storing, vending or any other purpose incompatible with single family residential use.
- B. Owners shall not use or permit the use of the properties in any manner, which would be disturbing, an annoyance or nuisance to others, or in such a way as to be injurious to the reputation of the property. Any use constituted a nuisance or for any immoral, illegal, or unlawful purpose or resulting in a violation of any public law, ordinance, or regulation is prohibited. No activities, either on an owner's own premises or on the common areas, that interfere with the rights, comfort, or convenience of others, with special reference to undue noise, whether by people, animals, or mechanical means, shall be permitted.
- C. The transfer, sale, lease, or sublease of units is subject to the approval of the Board of Directors. An application must be completed and signed by the prospective tenant/purchaser. Each prospective tenant/purchaser must acknowledge receipt of the governing documents of the Association and agree to abide by all rules, regulations, and restrictions. It is the responsibility of the unit owner to provide prospective tenant/purchaser with a copy of the governing documents. A fee, not to exceed the expenditure reasonably incurred by the Association, shall be charged in connection with the proposed sale, transfer, rental, lease, or sublease of a unit. These expenses shall not exceed FIFTY AND NO/100 DOLLARS (\$50.00).
- D. Common elements shall not be damaged, obstructed, littered, defaced, nor misused in any manner.
- E. Structural components of the residential units for which the owner has maintenance responsibility (doors, windows, exterior lighting, garage doors, decks, etc.) shall at all times be well and properly maintained in good condition and repair. The lanai areas are not to be used as a storage facility. All stored items must be contained within the enclosed garages or attic spaces. The lanai areas are to contain only the type of furnishings or equipment customarily used in such areas.
- F. No reflective film shall be used on any window, nor shall they be covered with paper, aluminum foil, sheets, blankets, or any other materials not designed for such purpose. Window coverings (drapes, curtains, and blinds) must show white on the exterior unless otherwise approved by the Board of Directors.

- G. No laundry, including bathing suits and towels, shall be displayed or hung from windows, railings, or on racks or lines outside of a unit or on the lanais.
- H. No sheds, tents, temporary buildings or structures, or storage structures are permitted.
- I. No window air-conditioners are permitted.
- J. All ancillary equipment including but not limited to gas/oil tanks, water softeners, pumps, condensers, or wood piles shall be suitably screened so as not to be visible from the street or any adjacent or nearby lot.
- I<. No outside television antennas, ham radio, or other antenna systems are permitted. Dish satellite systems may not be installed without prior written approval of the Board of Directors.
- L. Outdoor cooking facilities, such as gas, charcoal or electric grills shall be a portable style only, and shall be stored within the porch, patio or garage of the residential unit when not in use. Grills must be attended at all times when in use.
- M. Screen door systems for the overhead garage door entryway are prohibited. Replacement doors must be of the same design and materials per the initial installation unless approved by the Board of Directors.
- N. Outdoor recreational equipment such as basketball hoops/poles, trampolines, tennis/soccer nets, or any other similar or related equipment is prohibited.
- O. No alterations, resulting in a structural or architectural change, including screening and/or improvements to patios, shall be made to the interior or exterior of any unit, except upon written approval of the Board of Directors.
- P. All landscaping of every kind and character, located on the common areas or residential lots, including trees, shrubs, vines, groundcovers, grass, flowers, and any other plantings shall be subject to control by the Association. No owner or lessee shall plant, cultivate, prune, trim, alter, or relocate any landscaping without prior, written approval of the Board of Directors. Owners or lessees may plant annuals in the established bedding areas adjacent to their unit. Any plant material deemed by the Board of Directors to be the cause, or potential cause, of any damage, due to its culture, growing requirements, root structure, size, or any reason whatsoever, must be removed. Potted plants may not be placed on the common areas and must be placed on the concrete entry of the unit. Window boxes may not be affixed to the building in any manner whatsoever. Fences and hedges along lot lines are prohibited.
- Q. No signs are permitted to be placed on the residential units and/or lots with the exception of name and address signs as approved by the Board of Directors and standard real estate "For Sale" and "Open House" signs not exceeding two square feet in size.

- R. All trash, garbage, and the like, shall be properly bagged and/or placed in proper receptacles in such a manner that it shall not attract vermin, be a fire hazard, or give off offensive odors. **Garbage placed in receptacles which have locked covers can be set out for pick-up the night before a scheduled pick-up. Garbage in trash bags are to be set out for pick-up no earlier than the morning before a scheduled pick-up.** Emptied trash receptacles shall be returned to the garage area the same day. Trash receptacles must be provided by the unit owner; must be kept inside the garage area (not visible to the public) other than during scheduled pickup times; and must be sealed at all times.
- S. No lawn ornaments exceeding three feet in height shall be permitted on any residential lot or on the common areas without prior approval of the Board of Directors.
- T. One portable and removable United States flag not exceeding 3x5 feet in size may be displayed if wall mounted with a bracket and pole on the front exterior garage door wall closed to the front door of the unit. The flying of all other flags is not permitted.
- U. Pets shall be limited to one domestic dog or one cat or two birds. Dogs may not exceed a weight limit of TWENTY-FIVE (25) POUNDS. Pets may not be kept, bred, or raised for commercial purposes. Dogs and cats must be on a leash at all times when outside the residential unit and must be accompanied by their owner/master. The owner/master is responsible for properly curbing such animals and any necessary cleanup. Owner/masters may not permit pets to roam or linger on any residential lot other than their own. No pet may be tied to any object or left unattended outside of the unit or in the garage area. When walking a pet to or from the community the vehicular entry gates are not to be utilized. Pets must be walked through the pedestrian gates. No pet may be the cause of repeated noise or other disturbance. The Board of Directors may, in its sole discretion, require the removal of any pet that is deemed to be dangerous, a nuisance, repeatedly the cause of unreasonable noise or other disturbance, or especially offensive. NOTE -Any pet registered prior to April 30, 2002 will receive a waiver with regards to its weight or with regards to the allowable number of pets.
- V. No commercial vehicles, mobile homes, motor homes, boats, watercraft, trucks, motorcycles, mopeds, trailers, or recreational vehicles of any kind shall be kept, stored, parked, maintained, used, constructed, or repaired on any property within the subdivision in such a manner as to be visible from any neighboring property. Sport utility vehicles, mini-van passenger vehicles, and sports model pick up trucks, being used as personal passenger vehicles only shall not be prohibited. Such vehicles, when promoting commercial advertising on the exterior with lettering, signage, etc., shall be deemed vehicles being used for commercial purposes, and shall be prohibited, except if parked within enclosed garages. For the purpose of this rule, the Board of Directors shall have the final determination as to the classification of a particular vehicle. The Association at the expense of the owner may remove such vehicles from the property and the vehicle owner shall have no recourse against the Association.

- W. All vehicles shall be parked only in the parking spaces so designated for that purpose by the Association. Inoperative vehicles or vehicles not currently licensed may not be parked on the property except if within enclosed garages. Vehicles shall be parked and stored in garages located within the lots, or in designated parking areas or drives adjoining lots, so as not to block adjoining lots. No vehicles may be parked in the apron areas of the driveways. No motor vehicles, bicycles, etc., shall be parked on any portion of an Owner's property of the Common Areas, except for designated parking spaces. Parking on unpaved portions of the property is prohibited. Parking on the streets of the subdivision is prohibited. The Association at the expense of the owner may remove vehicles parked in unauthorized areas from the property and the vehicle owner shall have no recourse against the Association.
- X. Vehicles are not to be driven recklessly or noisily. **The speed limit throughout Ashley Downs is 15 MPH.**
- Y. One community yard sale may be held annually at the discretion of the Board of Directors. No individual or group yard sales may be held without prior approval of the Board.
- Z. Common recreational facilities to include the pool, spa, and gazebo, are for the exclusive use and enjoyment of the residents of Ashley Downs and their invited guests. Owners, who have leased/rented their units, transfer the right to use such facilities to their tenant and are not entitled to use. The attached rules regard the use of these facilities.

#### **POOL AND SPA RULES**

Please be aware that many of the pool and spa rules are required by the State of Florida and/or our insurance company and are enforced not only by the Association, but by the Pinellas County Health Department through regular, periodic inspections. Violations noted by PCHD could result in the Association being fined, the pool being closed, or the loss of our permit. {Items in bold, italicized print are State law.} Violations of the rules may result in suspension of pool/spa privileges and/or fines.

1. The pool and spa facility is for the exclusive use of residents of Ashley Downs and their invited guests between dawn and dusk. {See Attachment regarding lighting requirements for night bathing}.
2. There is no lifeguard on duty...residents and guests use the pool and spa at their own risk. Children under the age of 16 must always be accompanied by and under the direct supervision and control of their parents or adult guardian. Children under the age of 6 are not permitted in the spa at anytime. Children between the ages of 6 and 16 may only use the spa when accompanied by an adult in the spa.
3. Common courtesy and consideration for others should be exercised. Residents have first priority for the use of amenities. *A maximum of 25 persons are permitted in the pool and a maximum of 6 persons are permitted in the spa at any one time.*
4. Pool area gates must be closed and locked after exiting. Gates are to remain locked at all times.
5. *Showers must be taken before entering pool or spa.*

6. *No diapered children in pool or spa.* Infants who are not toilet-trained are not permitted in the pool at anytime. Children or infants wearing diapers, rubber pants, or so called "waterproof" training pants are not permitted in the pool at any time.
7. ***No food or alcoholic beverages are permitted inside the pool area. No glass containers are allowed. Food and non-alcoholic beverages may be consumed in the gazebo only.***
8. No soaps, oils, or shampoos of any kind allowed in the pool or spa. Furniture must be covered by a towel when suntan oil is used.
9. Proper swimming attire is required to be worn when using the pool or spa. No shorts, cut-offs, or T-shirts are permitted. These materials shed lint and clog the filters. No "skinny-dipping" is allowed.
10. Radios, CD players, or other audio devices must be used with earphones or headsets so as not to disturb others.
11. No rafts, floats, or Styrofoam devices are permitted in the pool or spa unless safety or training related.
12. No running or rough-housing on the pool deck. No diving or jumping into the pool or spa. No rough, boisterous or offensive behavior or language will be allowed. No intoxicated person may use the pool, spa, or any common facility.
13. Ashtrays and trash containers provided in the pool area should be used to keep the area clean and sanitary. Ashtrays must be emptied when leaving pool area.
14. All personal articles must be removed when leaving the pool area.
15. Pool furniture must not be abused or removed from the pool area.
16. ***No pets allowed in pool area.***
17. The Association is not liable for any injury resulting from using the pool and spa facility.

#### **SPA HEALTH/SAFETY WARNINGS**

1. Immersion in the spa, which is heated to as high as 104 degrees, may affect persons with high or low blood pressure, heart disease, diabetes, circulatory or respiratory problems, seizures, epilepsy, pregnant or possibly pregnant women, and those who are using prescribed or illegal drugs or under the influence of alcohol.
2. Use of the spa should be limited to 15 minutes. Long exposure may result in nausea, dizziness, or fainting.
3. Do not submerge to the bottom of the spa. Hair and/or clothing may become entangled in the suction drain.