

New Owner Packet

www.SummitParkDrive.com

Welcome

We welcome you as a new owner of one of our twelve units in Summit Park. As a new owner, it is important to understand all general rules and bylaws of the association to avoid unnecessary frustration or misunderstandings for yourself or other association members. Please carefully read through this packet and complete all necessary forms and return to the association president before or upon closing of your condominium unit.

Association Board Mission Statement

Our goal as an association board is to ensure that we uphold all general rules and bylaws and be fair and consistent regarding the enforcement thereof; that we make financially sound decisions to ensure all units and grounds are maintained to the best of our ability; and most importantly, that we as neighbors always treat each other with the utmost dignity and respect.

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GENERAL RULES

1. An owner who desires to rent or lease his condominium shall provide notice to the board and a copy of the lease form for review and compliance at least ten (10) days before presenting a lease form to a potential lessee. Tenants and non-co-owners shall comply with all conditions of the condominium documents. For units purchased after October 18, 2021 short term rentals are prohibited, short term rentals are considered anything less than a 30-day time period. (Bylaws Article VIII, Section 1)
2. In no event shall a unit be occupied by more than two people per bedroom plus one person or such limit as set by laws. (Bylaws Article VII, Section 1 {a})

3. No business or commercial activities which are visible to neighboring property, or which will increase traffic or parking, shall be conducted. Community- wide garage sales are exempt. (Bylaws Article VII, Section 1 {c})
4. No owner shall make alterations or structural modifications to a unit without the written approval of the board. This includes interior walls where easement for support or utilities exist or where alterations may impair sound-conditioning. (Bylaws Article VII, Section 1 {b})
5. An owner shall not alter the exterior appearance of a unit without written approval of the board. This includes painting, antennas, lights, awnings, doors or other exterior attachments or modifications. (Bylaws Article VII, Section 1 {b})
6. No signs or other advertising devices shall be displayed which are visible from the exterior of a residential unit or on the common elements (excluding real estate “For Sale” signs) without written permission from the Association, which permission shall not be unreasonably withheld. (Bylaws Article VII, Section 1 {g})
7. Owner may keep one outdoor pet subject to the Outdoor Pet Ownership Agreement. (e.g., the pet must weigh less than 20lbs and owner must pay a monthly fee of \$25). Pet may not run loose or create offensive noise, odor, or unsanitary conditions. Pet owners must clean up after the pet and properly disposing of it. (Bylaws, Article VII, Section 1 {k}). (*attached policy – Outdoor Pet Ownership Agreement form*)
8. Parking spaces are limited to each garage and driveway with the exception of occasional guests and contractors. Only working personal vehicles shall be parked on the premises: no trailers, boats, campers, etc. (Bylaws, Article VII, Section 1 {l})
Owners/Residents who violate the No Street Parking rule will be issued a warning for the first infraction. A second infraction within 60 days will result in a \$25 fine and subsequent infractions within that same 60-day period will result in \$50 fines. Unpaid fines will be subject to the same consequences as unpaid dues (i.e., legal action, liens, foreclosure). Board approved 3/17/25
9. No nuisance or practice shall be permitted which may interfere with the peaceful use of the development. Excessive noise, inside or out, is not permitted. (Bylaws, Article VII, Section 1 {c})
10. No additional plantings or landscaping shall be done in common areas without the approval of the board. Plantings will not obstruct airflow to the air conditioning unit. The co-owner shall maintain the area near the front door and all existing landscaping cared for by previous owners. (Bylaws, Article VII, Section 1 {i}) and Landscaping Policy (*attached*)
11. All owners are urged to provide emergency access to their unit in the case of a medical or structural concern by signing up at <http://www.smart911.com>. (Bylaws, Article V, Section 7)

12. Association fees are due on the first of each month.

This is only a brief review of current rules and regulations and does not negate additional information and specific application found in the bylaws.

Landscaping Policy

The following landscaping policy explains the rights and responsibilities of the condominium owners for maintaining their property. It will also establish guidelines for additional areas that may come into question.

Condominium Owner Responsibility

1. Maintain the area between sidewalk to the front door and the garage, as well as the area between the sidewalk and privacy divider.
 - i. no plants to encroach on the sidewalk or up against the garage.
 - ii. plant no ornamental trees that exceed 6' tall.
 - iii. reasonable maintenance (see below).
2. Maintain existing landscaping cared for by current or previous condominium owner:
 - i. area around tree between driveways.
 - ii. area immediately along the back of the condominium unit.
 - iii. area along the fence.

No additional plantings or landscaping can be done in common areas without approval from the board of directors. However, owners may add flowers or plants in their own immediate area without approval from the board of directors.

The expectation of the association is that all landscaping will be maintained to ensure that the overall appearance of the complex is pleasant and presentable.

Reasonable maintenance by the condominium owners must be exercised to avoid excessive weeds, plant overgrowth or being unkept. If reasonable maintenance by a condominium owner is not performed on a regular basis, a written notice will be sent giving the owner fifteen days to bring the landscaping into compliance. If, after fifteen days, the area of concern is not addressed, the association will have the area brought back into compliance with the policy and the condominium owner will be responsible for the cost.

Prior to beginning any landscaping or plantings outside of the scope of this policy, a request must be submitted to the board of directors for clarification and approval.

By receipt of this policy, the condominium owner is held to the landscaping standards discussed above.

INTENT TO PURCHASE CONDOMINIUM UNIT

Name of Buyer _____

Name of Buyer _____

Mortgage? Yes _____ No _____

Name of Mortgage Company _____

Address _____

Who will reside in this Unit as a permanent resident?

Permanent residents cannot have more than a total of four (4) vehicles. Two (2) in the garage and no more than two (2) in the driveway at any given time.

- I/We certify that we have read the above and have furnished true and accurate information.
- I/We acknowledge that I/We have read and understand and will fully comply with the HOA Bylaws, the Condominium Bylaws, Disclosure Statement and Master Deed (*found at www.summitparkdrive.com*).
- I/We agree to fully abide by all the Condominium documents affecting Summit Park Condominium Association.

Buyer _____

Date _____

Buyer _____

Date _____

Association _____

Date _____

OUTDOOR PET OWNERSHIP AGREEMENT

This agreement becomes a part of the Notice of Intent to Purchase signed between Buyer(s) _____ and Summit Park Condominium Association.

By this Agreement, Buyer(s) agree(s) that only the outdoor pet described and named below will occupy premises.

By signing this document, the Buyer(s) state(s) that the pet is not a service animal needed for a handicapped individual.

No additional outside pet is authorized under this agreement.

Buyer(s) agree(s) that the outside pet weighs less than 20 pounds and shall be kept under direct control of Buyer(s) at all times (i.e., pet kept on a leash).

If the pet becomes annoying, bothersome or in any way a nuisance to other Owner(s) or to the community, Buyer(s) shall immediately upon notice from Association Board remove the pet from the premises.

A monthly fee of \$25 in addition to the association fee will be assessed for a dog weighing less than 20 lbs. This amount is nonrefundable and does not prohibit the Association from recovery of all damages to the Common or Limited Common Elements of the Association caused by said pet.

Owner(s) will keep grounds clean of animal waste. Owner(s) can be fined by the Association \$25 per month in addition to the monthly pet fee if grounds are not kept clean of animal waste.

A visiting pet may remain on property for a period not to exceed seven (7) days and seven (7) nights consecutively. Owner(s) of visiting pet must abide by all rules and regulations of the Association.

Type of pet: _____ Breed: _____

Name of pet: _____ Age: _____ Weight: _____

Color of pet: _____ License/tag number: _____

SIGNED by all Buyer(s):

Buyer(s) _____ Date _____

Buyer(s) _____ Date _____

Association _____ Date _____

CONTACT INFORMATION

To help ensure all Association communication is shared, we ask that you please provide an email address. Please note we will only send association business such as board minutes or information you should be aware of as an owner.

Email _____

Please include cell/home phone for our member contact list or in the case of an emergency.

Name _____ Cell # _____

Name _____ Cell # _____

Home Phone if applicable _____

We also ask that you provide an additional emergency contact in case of an emergency.

Name _____ Cell # _____

Name _____ Cell # _____

Is there any information that we as an Association Board should be aware of?
