



Terra Siesta Co-Op, Inc.
55+ Resident Owned Community

Phone: (941) 723-1260

Fax: (941) 722-1028

3502 Patricia Place, Ellenton FL 34221

Community association Manager: manager@terrasiestacoop.com

Applicant Information

Unmarried applicants must fill out separate applications. Do not leave any blank spaces. Please use black ink. Please allow at least ten (10) business days for approval process. Thank you!

Name: _____ **SS#** ____/____/____ **DOB:** ____/____/____
 Last **First** **MI**

Driver's License #: _____ **State:** _____

Phone Number: _____ **Alt. Phone Number:** _____

Email Address: _____

Spouse: _____ **SS#** ____/____/____ **DOB:** ____/____/____
 Last **First** **MI**

Driver's License #: _____ **State:** _____

Phone Number: _____ **Alt. Phone Number:** _____

Email Address: _____

Address History:

Home Telephone Number: ____ - ____ - ____ Reason for Moving: _____

Present Address: _____
Street Apt# City State Zip Code

Length of Residency: ____ / ____ to ____ / ____ Monthly Payments: \$ _____

Present Mortgage Company/ Landlord: _____

Telephone: ____ - ____ - ____

Previous Address: _____
Street Apt # City State Zip Code

Length of Residency: ____ / ____ to ____ / ____ Monthly Payments: \$ _____

Mortgage Company/Landlord: _____ Telephone: ____ - ____ - ____

Employment History

Present Employer: _____ City/State: _____

Telephone #: ____ - ____ - ____ Position: _____

Dates of Employment: ____ / ____ to ____ / ____

\$ Income: \$ _____ per _____ Supervisor's Name: _____

Former Employer: _____ City/State: _____

Telephone #: ____ - ____ - ____ Position: _____

Dates of Employment: ____ / ____ to ____ / ____

\$ Income: \$ _____ per _____ Supervisor's Name: _____

Have you and/or your spouse been subject to foreclosure or evicted by a prior landlord?

Yes No

Have you and/or your spouse adjudication withheld or been convicted of crime?

Yes No

If you have answered yes to either of these questions, please explain the circumstances on a separate sheet of paper and submit with application.

AUTHORIZATION OF RELEASE OF INFORMATION: Applicant(s) represent that all of the above information and statements for purchase or lease are true and complete, and hereby authorize an investigative consumer report including, but not limited to, residential history, employment history, criminal records and credit reports. This application must be signed before it can be processed by the Terra Siesta Co-Op, Inc., and its management agents.

Applicant acknowledges that false or omitted information herein may constitute grounds for rejection of this application, termination of right of occupancy, and/or forfeiture of fees or deposits and may constitute a criminal offense under the laws of this state.

NON-REFUNDABLE APPLICATION FEE: Applicant(s) agree to the \$50.00 non-refundable application fee of \$50 per applicant and this fee is included with this application. Check box:

EMERGENCY CONTACT INFORMATION FORM: Applicant(s) have completed the Emergency Contact Information Form and it is included with this application. Check box:

RENTER CAR STICKER VERIFICATION FORM: Applicant(s) have completed the Renter Car Sticker Verification Form and it is included with this application. Check box:

ANIMAL REGISTRATION FORM: Will any animals be kept in the Unit? Yes No
If Yes, Applicant(s) have completed the Animal Registration Form and it is included with this application. Check box:

RULES & REGULATIONS OF TERRA SIESTA CO-OP, INC.: Applicant(s) acknowledge receipt, review, and understanding of the Association's Rules & Regulation and agree to abide by the Rules & Regulations at all times during the sublet. Check box:

I give Terra Siesta permission to put my name in the monthly newsletter, and in the one call system so I can be notified of any important information pertaining to Terra Siesta. Yes No

I give Terra Siesta permission to email me regarding important Terra Siesta information. This will contain important association information and documents. Yes No

By signing below, I/We affirm the affirm that the above is true and accurate and that I/We provide the authorization stated above.

Applicant Signature

Applicant Signature

Date: _____

Date: _____



Terra Siesta Co-Op, Inc.
55+ Resident Owned Community

Phone: (941) 723-1260

Fax: (941) 722-1028

3502 Patricia Place, Ellenton FL 34221

Community association Manager: manager@terrasiestacoop.com

Emergency Contact Information

Applicant Name: _____

Emergency Contact Name: _____ Relationship: _____

Address: _____ Phone: _____

Emergency Contact Name: _____ Relationship: _____

Address: _____ Phone: _____

Applicant Name: _____

Emergency Contact Name: _____ Relationship: _____

Address: _____ Phone: _____

Emergency Contact Name: _____ Relationship: _____

Address: _____ Phone: _____

Applicant Signature: _____ Date: _____

Applicant Signature: _____ Date: _____



Terra Siesta Co-Op, Inc.

55+ Resident Owned Community

Phone: (941) 723-1260

Fax: (941) 722-1028

3502 Patricia Place, Ellenton FL 34221

Community association Manager: manager@terrasiestacoop.com

Animal Registration Form

Animal Information:

Species: _____ Breed: _____ Sex: M / F
Age: _____ Weight: _____ lbs. Color _____ Is your pet spayed or neutered: Y / N

Animal Information:

Species: _____ Breed: _____ Sex: M / F
Age: _____ Weight: _____ lbs. Color _____ Is your pet spayed or neutered: Y / N

**** Must provide your most recent vaccination records for your animal(s)****

**** Must provide a recent photograph of your animal(s)****

**** All Animals MUST NOT exceed 25 POUNDS at Maturity****

**** I agree to notify the office staff of any changes pertaining to my animal(s)****

Signature: _____ Date: _____

Signature: _____ Date: _____

Terra Siesta Co-Op, Inc. Association Manager has reviewed all information provided and approved pet registration.

Signature: _____ Date: _____



Terra Siesta Co-Op, Inc.

55+ Resident Owned Community

Phone: (941) 723-1260

Fax: (941) 722-1028

3502 Patricia Place, Ellenton FL 34221

Community association Manager: manager@terrasiestacoop.com

Applicant Car Sticker Verification

PLEASE PRINT

Applicant Name(s): _____

Park Address: _____ Full Time Resident: Y / N

Home Phone: _____ Cell Phone: _____

Vehicle Information

Make: _____ Model: _____

Color: _____ License Plate Number: _____

Sticker number: _____

Vehicle Information

Make: _____ Model: _____

Color: _____ License Plate Number: _____

Sticker number: _____

Signature: _____ Date: _____

Signature: _____ Date: _____



Terra Siesta Co-Op, Inc.

55+ Resident Owned Community

Phone: (941) 723-1260

Fax: (941) 722-1028

3502 Patricia Place, Ellenton FL

Community association Manager: manager@terrasiestacoop.com

Designated Voter Certificate

To: Secretary of the Board of Directors of Terra Siesta Co-Op, Inc.

This is to certify that the undersigned, constituting all of the record shareholders of
(park address) _____ and have
designated _____ (**print name of ONE shareholder
who will be the designated voter for your unit/park address**) as their representative to cast all
votes and to express all approvals and to express approvals that such owners may be entitled to
cast or express at all meetings of the membership of the association and for all other purposes
provided by the governing documents of the association.

This certificate is made pursuant to the governing documents of the association and shall revoke
and supersede all prior certificates and be valid until revoked by a subsequent valid certificate.

Dated this _____ day of the Month of _____ in the year _____.

Applicant Signature: _____

Applicant Signature: _____



Terra Siesta Co-Op, Inc.

55+ Resident Owned Community

Phone: (941) 723-1260

Fax: (941) 722-1028

3502 Patricia Place, Ellenton FL 34221

Community association Manager: manager@terrasiestacoop.com

Receipt of Rules and Regulations

The rules and regulations were revised/approved and completed by our Board of Directors of Terra Siesta Co-Op, Inc. in May of 2022.

I understand that one shareholder and/or renter of the home must be fifty-five years of age or older and the other shareholder and/or renter must be a minimum of forty-five years of age.

In the event I rent out our home, I understand that all renters/occupants must submit an application and be approved. A onetime application fee of fifty dollars per person will also need to be enclosed with the application for a background check.

I affirm that I have read and understand the rules and regulations of Terra Siesta Co-Op, Inc. I have also received a copy for my records of the rules and regulations of Terra Siesta Co-Op Inc.

Applicants Signature: _____ Date: _____

Applicants Signature: _____ Date: _____

Prepare and Return to:
Anderson, Givens & Fredericks, P.A.
3665 Bee Ridge Road, STE 100
Sarasota, FL 34233

CERTIFICATE OF AMENDMENT
TO
AMENDED AND RESTATED MASTER FORM PROPRIETARY LEASE
OF
TERRA SIESTA CO-OP, INC.
AND TO THE
AMENDED AND RESTATED BYLAWS
OF
TERRA SIESTA CO-OP, INC.

We hereby certify that the attached amendments to the Amended and Restated Master Form Proprietary Lease of Terra Siesta Co-Op, Inc. (which Proprietary Lease was originally recorded at Official Records Book 1352 Page 1059, et seq. of the Public Records of Manatee County, Florida) were approved by the affirmative vote of not less than fifty-one percent (51%) of all eligible shareholders present or represented by proxy at a duly called Corporation meeting held on March 31, 2022, which is sufficient for adoption under Article 45 of the Declaration, and that the attached amendment to the Amended and Restated Bylaws of Terra Siesta Co-Op, Inc., was approved by the affirmative vote of a majority of the members of the Corporation at a duly called Corporation meeting held on March 31, 2022, which is sufficient for adoption under Article 10.2 of the Bylaws.

DATED this 4 day of APRIL, 2022.

Witnesses:

TERRA SIESTA CO-OP, INC.

sign Jennie Roth
print Jennie Roth
sign Tarryce Hampton
print Tarryce Hampton

By: Ed Howell
Ed Howell, Vice President

Witnesses:

sign Jennie Roth
print Jennie Roth
sign Tarryce Hampton
print Tarryce Hampton

Attest: Kathy Sullmowicz
Kathy Sullmowicz, Secretary

STATE OF FLORIDA
COUNTY OF MANATEE

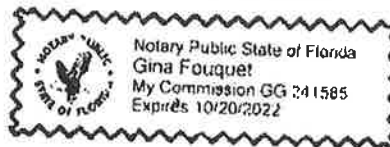
The foregoing instrument was acknowledged before me this 4 day of April, 2022, by Ed Howell, as Vice President of TERRA SIESTA CO-OP, INC., on behalf of the corporation. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

sign Gina Fouquet
print Gina Fouquet
State of Florida at Large (Seal)

My Commission expires:

STATE OF FLORIDA
COUNTY OF MANATEE



The foregoing instrument was acknowledged before me this 4 day of April, 2022, by Kathy Sulimowicz, as Secretary of TERRA SIESTA CO-OP, INC., on behalf of the corporation. She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

sign Gina Fouquet
print Gina Fouquet
State of Florida at Large (Seal)

My Commission expires:



AMENDMENTS
TO THE
AMENDED AND RESTATED MASTER FORM PROPRIETARY LEASE
OF
TERRA SIESTA CO-OP, INC.

[New text is underlined. Deleted text is ~~stricken~~.]

16. Subletting -Assignment.

A. Subletting.

(1) ___ Member shall not sublet the whole or any part of the Unit, or renew or extend any previously authorized sublease, unless consent thereto shall have been duly authorized by a resolution of the Directors, or given in writing by a majority of the Directors. Any consent to subletting may be subject to such conditions as the Directors may impose. There shall be no limitation on the right of Directors to grant or withhold consent, for any reason or for no reason, to a subletting. No consent to a subletting shall operate to release the Member from any obligation hereunder.

(2) Notwithstanding any other provisions of this Proprietary Lease, after each conveyance or other transfer of a Unit subsequent to November 15, 2022, the Unit may not be sublet during the initial twenty-four (24) months of membership for a Unit.

However, this twenty-four (24) month prohibition on subletting shall not apply to: a) transfers made primarily for estate planning purposes which are for nominal consideration (including without limitation transfers to a Member's spouse, transfers directed by a Member's will to beneficiaries or heirs or into a trust), or b) the Association. In the event of a dispute concerning the primary purposes of a transfer, the Association's Board of Directors shall determine the purpose of the transfer, which decisions shall be final unless wholly arbitrary and capricious.

16. Subletting -Assignment.

A. Subletting.

(1) ___ Member shall not sublet the whole or any part of the Unit, or renew or extend any previously authorized sublease, unless consent thereto shall have been duly authorized by a resolution of the Directors, or given in writing by a majority of the Directors. Any consent to subletting may be subject to such conditions as the Directors may impose. There shall be no limitation on the right of Directors to grant or withhold consent, for any reason or for no reason, to a subletting. No consent to a subletting shall operate to release the Member from any obligation hereunder.

(3) No more than fifty-four (54) Units may be sublet at any time (herein "Rental Cap"). However, a seasonal rental shall not be subject to the Rental Cap. A "seasonal rental" as applied to this amendment shall be defined as a sublet of the Unit for any period of time between November 1st through April 30th. The Board of Directors shall adopt a policy implementing this Rental Cap.

**AMENDMENT
TO THE
AMENDED AND RESTATED BYLAWS
OF
TERRA SIESTA CO-OP, INC.**

[New text is underlined. Deleted text is ~~stricken~~.]

2.5 Restriction on Number of Units Owned by Member. The number of cooperative units that may be owned or controlled by a member is hereby restricted. No resident member shall be eligible to own or control more than two (2) cooperative units at the same time. No non-resident member shall be eligible to own or control more than one (1) cooperative unit at a time. The Board of Directors is authorized to determine whether or not in its judgment the proposed manner of ownership of a cooperative unit would result in the ownership or effective control of said unit by a person or entity already owning and/or controlling two (2) cooperative units for a resident member or one (1) cooperative unit for a non-resident member. For the purpose of this Article 2.5, ownership and effective control shall be deemed to include but not limited to Units owned by a spouse, a domestic partner, direct lineal descendants (e.g. son or daughter), direct lineal ascendants (e.g. parents), and any type of business entity or estate planning instrument or arrangement in which a Member has any interest in of any kind or nature. The Board of Directors is authorized to make an exception to this restriction for a member purchasing a cooperative parcel for the installation thereon and immediate sale of a new manufactured home. Furthermore, the Board of Directors is authorized to reject a proposed transfer of a cooperative unit if such transfer would, in the Board's judgment, jeopardize the corporation's treatment as a residential cooperative association within the meaning of Florida Statutes Chapter 719 and the U.S. Internal Revenue Code. For the purpose of this Article 2.5, the Board of Directors shall be permitted to reasonably define resident member and non-resident member.

Terra Siesta Violation Enforcement Procedure 1.0

Adopted on March 10, 2022

A. Notification of Violation

In the event that the Board of Directors and/or manager determines that a shareholder, occupant, tenant, or guest is in violation of the Lease, Bylaws, or the Rules & Regulations, the manager will contact the shareholder and the violator(s), if other than the shareholder, to discuss the violation:

- 1) During this discussion, a schedule to correct the violation or stop inappropriate behavior will be developed. If an agreement is developed, the manager will write a confirming letter to the shareholder and to the violator(s), if other than the shareholder, including time table for correction, citation of the Lease, Bylaw, and/or Rules & Regulations violated, and a statement that non-compliance will result in the commencement of the **Enforcement Process**, which may include the fining process and/or legal action.
- 2) If the efforts of the manager to remedy the violation are unsuccessful, the Association may commence the **Enforcement Process**, which may include the fining process and/or legal action.

B. Enforcement Process:

- 1) **1st Notice of violation** sent in writing to the shareholder **and** to the violator(s), if other than the shareholder, stating the **specific** alleged violation, **what** governing document provision violated, how they must **comply specifically**, and the **compliance date**. This notice is to be sent by regular mail. The compliance date can be from 7 to 30 days depending upon the desired immediacy of correction. If the time table correction is met action is dropped.
- 2) If the time table for correction is not met or recurs within 3 months and the Board of Directors approves the levy of a fine and referral to the Fining Committee, the matter then the **2nd Notice and Notice of Fining Committee Hearing** is sent by regular and certified mail to the shareholder and to the violator(s), if other than the shareholder. This statement shall include the date, time, and place of the Fining Committee hearing. It must be at least 14 days from the date of mailing. The hearing will take place whether or not the shareholder and violator, if other than the shareholder attends. The Fining Committee will hear both sides and make a determination through voting whether or not to impose the fine levied by the Board. If the fine is imposed and the violation is no longer ongoing, the imposed fine is due within 5 days of the committee hearing. If the fine is approved and the violation is ongoing subsequent to the **Compliance date of the 1st Notice**, the fine can continue until the \$1000.00 cap is reached. The fine is then due within 5 days of the \$1000.00 cap being reached. The manager must be able to document the continued non-compliance. The Fining Committee cannot change the amount of the fine or otherwise negotiate compliance.

- 3) If the fine is not paid within 90 days the shareholder's voting rights of the owner will be terminated, and the amenity use rights for the Lot will be suspended until the fine is paid in full. This termination and suspension will be by Board vote.
- 4) If the Board or President determines that the nature of the violation requires additional legal action, such as pursuit of compliance through courts, arbitration, or other similar means, a violation may be referred to legal counsel for such action.