

**APPLICATION FOR SALE / RENTAL
VISTA BAY POINT CONDOMINIUM ASSOCIATION, INC.**

RETURN COMPLETED APPLICATION WITH APPLICATION FEE TO:

Progressive Community Management, Inc.
3701 South Osprey Avenue
Sarasota, FL 34239-6848

During a move, owner or tenant can only move furnishings between the hours of 8am and 5pm ET, Monday – Friday. No moves shall be permitted on New Years Eve, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The day after Thanksgiving, Christmas Eve or Christmas Day. Further, property management personnel must be on site to assure building, elevators, driveways and other common areas are protected.

For each applicant a \$100 fee made payable to Vista Bay Point must be submitted to cover the application fee and criminal history reporting.

For each Sale of a unit in Vista Bay Point, the Owner is required to submit a nonrefundable deposit of \$250 move-in fee and a refundable damage deposit of \$1500 payable to the Association.

For each unit being Leased in Vista Bay, the tenant is required to submit two (2) checks; a nonrefundable deposit of \$500 move-in fee and a refundable damage deposit of \$1500 payable to the Vista Bay Point.

In no way do these deposits limit owner liability for potential damage during a move. Owners are fully liable for any and all damage that occurs due to a move or tenant occupancy. All checks must be submitted at the time of application in order for approval to be considered. If applicant denied all move-in fee and security checks will be refunded.

Application for Sale ___ Rental ___

Sale Closing Date _____

Lease Start: _____

Lease End: _____

Unit # _____

Address _____

Owner: _____ Owner Phone Number: _____

BUYER/RENTER(s): _____

Current Address: _____

BUYER/RENTER Contact Information:

Cell Phone number _____ Work Number: _____

Email Address: _____

No. of Pets: _____ Weight: _____ Types/Breeds: _____

No tenants, guests or invitees of a Unit Owner shall be permitted to bring pets or animals of any kind on the Condominium Property

**APPLICATION FOR SALE / RENTAL
VISTA BAY POINT CONDOMINIUM ASSOCIATION, INC.**

Approval of Sale/Rental _____

Date _____

Approval is granted by the Board of Directors on the conditions that the Buyer will agree to abide by the Condominium Documents and the Rules & Regulations of the building.

I, _____, certify that I have read, understand and agree to the Rules and Regulations of Vista Bay Point Condominium Association, Inc.

Signature _____

Printed Name _____

RULES AND REGULATIONS FOR
VISTA BAY POINT CONDOMINIUM ASSOCIATION, INC.
VISTA BAY POINT, A CONDOMINIUM

The following Rules and Regulations shall govern and control the use, occupancy and enjoyment of the Condominium parcel and Condominium property; the Rules and Regulations are in place to protect the mutual welfare and benefit of all Unit Owners of Vista Bay Point, a Condominium. These Rules and Regulations apply to all persons from time to time occupying, residing and visiting Units within and on the Condominium property.

1. Automobiles, noncommercial passenger trucks not larger than pickup trucks, bicycles and the like must be parked only in the garage assigned to each unit or designated parking spaces in front of the buildings. Guests are not to park on property.

2. Use of the recreational facilities will be in such a manner as to respect the rights of other unit owners.

3. No radio or television antennas, aerials, satellite dishes or receiving dishes, nor any wiring for any purpose may be installed on the exterior of the building without the written consent of the Board of Association.

4. No signs, flags, pennants, advertisements, notices or other lettering shall be exhibited, inscribed, painted or affixed by any unit Owner on any part of the condominium property visible from the exterior or common elements without prior written consent of the Board of Directors except that pursuant to §718.113(4), Fla. Stat. (2000), any unit owner may display one portable, removable United States flag in a respectful way.

5. No wash lines will be erected outside an owner's unit, and no owner, tenant or other occupant of a unit shall hang or display any laundry, garments or other unsightly items or objects which are visible outside of the unit.

6. All common elements inside and outside the building will be used for their intended purposes and no articles belonging to unit owners shall be kept therein or thereon and such areas shall at all times be kept free of obstruction.

7. Children under 12 years must be accompanied by an adult when using all recreational facilities including but not limited to the pool and deck, cabana, bathrooms, billiard room and theater and such facilities shall not be utilized after 11:00 P.M. without prior approval of the Board of Administration. Neither children nor adults shall utilize other common

elements as recreation/play areas.

8. All units shall be used for residential purposes only.

9. Disposition of garbage and trash shall be only by the use of trash chutes in each unit. These chutes have limited capacity and cannot handle large objects. If an owner causes a jam by placing large objects in the chute, they will be charged the costs to resolve the issue. Larger items can be left outside the trash room doors. No owner, tenant or other occupant of a unit shall allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefore, and each unit, the Association Property and the Common Elements shall at all times be kept in a clean, safe and sanitary condition.

10. No owner may make or permit any disturbing noises or improper use of the premises whether made by himself, his family, friends, guests, tenants, vendors or lessees nor do or permit anything to be done by such persons which will interfere with the rights, comfort and convenience of other owners or occupants. No owner may play or allow to be played in a loud manner any musical instrument, phonograph, radio or television set in his unit between the hours of 11:00 P.M. and the following 8:00 AM if the same shall disturb or annoy other occupants of the condominium.

11. The activities and behavior of all children, whether residents or visitors, when upon the condominium property shall be regulated by an adult including physical supervision where necessary. The directors of the Board of Directors or their designated representatives, shall at all times have the authority to require that the owner, tenant, lessee, guest or other adult who is responsible for a particular child remove him from any common element if the child's conduct is such that they believe this action is necessary.

12. Nothing shall be hung from the windows or balconies or placed upon the window sills. Neither shall any rugs or mops be shaken out from any of the windows or doors.

13. The Board of Directors and the Management Company, if applicable, may retain a pass key to the owner's premises. The unit owner shall provide the Association and/or the Management Company with a duplicate key pursuant to its right of access to the premises.

14. These rules and regulations shall apply equally to owners, their family, guests, tenants and lessees.

15. If the Board of Directors determines that any pet has become a nuisance to other unit owners, the pet shall be removed from the premises. Pets shall be leashed at all times

when upon the common elements. All animal feces must be picked up and properly disposed of by the owner of the pet, or by the person responsible for the pet.

16. Unit owners shall not drill through slabs for any reason, unless prior approval is obtained from the Board of Administration.

17. Unit owners shall not paint or otherwise change the appearance of any exterior wall, door, window, patio, balcony or any exterior surface; place any sunscreen, blind or awning on any balcony or exterior opening; place any carpet, tile or other floor coverings on balconies without prior written approval from the Board of Directors. Garage doors shall be kept closed at all times, except when vehicles are entering or exiting the garage.

18. Leasing or renting of a unit by an owner (directly or through an agent), for a period of less than thirty (30) days is prohibited. Also, a unit shall not be leased more than two (2) times in any calendar year. The Board of Directors must be supplied with copies of the application and lease. Any lease of a unit must contain a statement to the effect that it incorporates by reference all of the condominium documents including, but not limited to, the Declaration of Condominium, as amended, the Articles of Incorporation and Bylaws of the Vista Bay Point Condominium Association, Inc., and the Rules and Regulations of Vista Bay Point, a Condominium. In the event a tenant violates the Rules and Regulations of the Association relating to the normal use and occupancy of the unit within the condominium or use and occupancy of a common element or limited common element, then the Board of Directors shall have the right to terminate and cancel the lease and to bring appropriate legal proceedings when necessary to complete eviction. The cost involved in an eviction action, including the cost of reasonable trial and appellate attorneys' fee, shall be the obligation of the tenant and the owner, jointly.

19. Maintenance and moving trucks must be kept outside of the drive gate and must never block access to the property.

20. During a move, owner or tenant can only move furnishings between the hours of 8am and 5pm ET, Monday – Friday. No moves shall be permitted on New Years Eve, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The day after Thanksgiving, Christmas Eve or Christmas Day. Further, property management personnel must be on site to assure building, elevators, driveways and other common areas are protected. For each move in or out of Vista Bay Point, a nonrefundable deposit of \$250 is required for maintenance personnel and a refundable damage deposit of \$1500 is payable to

the Association, but in no way do these deposits limit owner liability for potential damage during a move. Owners are fully liable for any and all damage that occurs due to a move.

21. Guest suite is to be reserved through the property management company via phone or email on a first come first serve basis. A \$65 cleaning fee will be assessed for each stay, which fee shall be mailed or hand delivered to the management company. Maximum stay is 7 nights per month. Additional days may be reserved with property management approval.

22. Hot water heaters are required to be replaced every 10 years to prevent failure resulting in water damage.

23. Flexible water hoses in units are to be replaced every 10 years to prevent failure resulting in water damage.

24. If an owner/tenant does not occupy a unit for more than 7 days, the main water valve in unit must be turned off.

25. Owners/tenants must be on property if a guest uses common areas.

26. Owners may pressure wash the patio decks (balconies) only on the first Saturday of each month between 8:00 AM and noon.

27. Remodeling and construction work within unit is limited to weekdays between the hours of 8:00am and 5:00pm, excluding holidays previously listed in rule #20 herein.

28. Users of the pool area, kitchen and billiard room must clean up trash, remove personal items, clean grill if used and reposition furniture. If not, a cleaning fee will be assessed.

Vista Bay Point Condominium Association, Inc.,
a Florida Corporation not for profit