

The Gardens Condominiums Association, Inc.

APPLICATION FOR SALE/RENTAL

All applications must be provided to association management no later than 14 days prior to closing date, or tenancy (30 days if international applicant). Application MUST be accompanied by \$150.00 application fee per adult (or married couple), made payable to the Gardens Condominiums Association, a copy of all Driver's Licenses and a copy of the Sale or Rental Agreement.

Unit Address/Unit #: _____ If purchase, closing date: _____ OR rental dates _____ -

Buyer/Renter Information: (Print)

Applicant: _____ Co-Applicant: _____
Phone #: _____ Phone: _____
Email: _____ Email: _____
Date of Birth: _____ Date of Birth: _____
Driver's License No: _____ State: _____ Driver's License No: _____ State: _____
Present Address: _____ Present Address: _____
Employer: _____ Phone: _____ Employer: _____ Phone: _____

References: (other than family or Real Estate Agents) preferably local:

- 1. _____ Phone: _____
(Previous Landlord or Mortgagor)
2. Bank (Preferably Local) _____

Pets (only permitted one (1) cat, birds or fishes): Number: _____ Type(s): _____

Vehicle Information:

Make: _____ Model: _____ Year: _____ Tag: _____
Make: _____ Model: _____ Year: _____ Tag: _____

Note: only one parking space under cover per Condo Unit, which is assigned by the Association.

Emergency Contact Person _____ Tel: _____
If Rental/Contact person _____ Tel: _____

Names of Additional Persons to Occupy Premises (give ages if under 18):

- 1. _____ 2. _____

I have received and read a copy of all Association's Documents and Rules and Regulations and understand my responsibilities as an owner/renter/occupant. I agree to abide by the provisions of said documents.

Signature _____ Date _____

AUTHORIZATION FOR VERIFICATION OF INFORMATION FOR CREDIT REPORT, PUBLIC RECORDS, RENTAL OR LEASE HISTORY AND EMPLOYMENT VERIFICATION

I agree to hold harmless Progressive Community Management, Inc., and all providers of information on the prospective owner/tenant(s) stated above. In the event the information provided is found to be misleading or false, acceptance of this sale/lease, whether determination is made before or after date of ownership/occupancy, may be affected.

I do hereby authorize with my (our) signature(s), the release of public records, credit report, rental or lease information and employment verification, whether by fax, verbal, photocopy or original signature, to: Progressive Community Management, Inc., and all its members now and in the future for exclusive use of The Gardens Condominiums Association, Inc.

(Signature of Applicant) Phone _____ Date: _____

(Signature of Applicant) Phone _____ Date: _____

Owner/Seller's Statement:

Name (Print): _____ Co-Owner (Print) _____

Address _____ Phone _____
(Other Than Unit Being Sold/Rented)

Owner's/Seller's Signature: _____ Date: _____

Action by Association: Approved _____ Disapproved _____ Conditions: _____

Signature _____ Title: _____ Date: _____

*Return Application & Fee to: Progressive Community Management: 3701 South Osprey Avenue, Sarasota, FL 34239

The Gardens Condominiums Assoc.

*c/o Progressive Community Management
3701 South Osprey Avenue
Sarasota, FL 34239*

Restrictions, Rules and Regulations

- 1) No owner, tenant, guest or other occupant of a unit shall use the unit for other than single family resident purposes which is defined under guidelines issued by Federal, State, County and Local Governments.
- 2) No owner, tenant, guest or other occupant may paint or otherwise change the appearance of any exterior wall, door, window or any exterior surface, plant and plantings outside the unit, erect any exterior lights or signs, place any signs in windows, erect or attach any structures or fixtures within the common elements, nor make any structural additions or alterations, (except the erection or removal of non-supporting carrying interior partitions wholly within the unit), to any unit or to common elements, without the prior written consent of the Board of Directors of the Gardens Condominium Assn. An owner may fasten light fixtures, shelving, pictures, mirrors, objects d'art, curtain rods and similar household items to the inside walls of a unit provided they may be removed without substantial damage to the wall structure.
- 3) No Owner, tenant, guest or other occupant shall permit loud and objectionable noises or obnoxious odors to emanate from the unit which may cause a nuisance to occupants of other units.
- 4) No owner, tenant, guest or other occupant shall make any use of a unit which violates any laws, ordinances and regulations of any governmental body.
- 5) No owner, tenant, guest or other occupant shall fail to conform to and abide by the bylaws and the uniform rules and regulations in regard to the use of the units and the common elements which may be adopted from time to time by the Board of Directors. The Board of Directors or its designated agent shall have the right to enter any unit at any reasonable time to determine compliance with the Condominium Act, this Declaration or the Bylaws and regulations of the Association.
- 6) No owner, tenant, guest or other occupant shall erect, construct or maintain any wire, antennas, garbage or refuse receptacles or other equipment or structures on the exterior of the building or on any of the common elements, except with the written consent of the Board of Directors.
- 7) No owner, tenant, guest or other occupant shall permit or suffer anything to be done or kept in his/her unit which will increase insurance rates on any unit or the common property.
- 8) No owner, tenant, guest or other occupant shall commit or permit any nuisance, immoral, or illegal act in any unit or in or on the common elements.
- 9) No owner, tenant, guest or other occupant shall divide or subdivide a unit for the purpose of sale or lease. A unit may be combined with an adjacent unit and occupied as one unit but shall still be considered as two condominium units for all purposes.
- 10) No owner, tenant, guest or other occupant shall obstruct the common way of ingress or egress to other units or the common elements.
- 11) No owner, tenant, guest or other occupant shall hang any laundry, garments or other unsightly objects which are visible outside the unit.
- 12) No owner, tenant, guest or other occupant shall allow anything to remain in the entry ways or common areas of travel which would be unsightly or hazardous.

13) No owner, tenant, guest or other occupant shall allow any rubbish refuse, garbage, trash or recyclable materials to accumulate in places other than the receptacles provided therefor by the Association. Replaced appliances are not to be placed in or next to the above cited receptacles but must be removed from the property by the vendor delivering the new appliance, or by the owner/tenant. Garbage shall be disposed of through the kitchen garbage disposal so far as possible with the remainder being placed in the dumpsters or recycle bins, as the case may be.

14) No owner, tenant, guest or other occupant shall allow any fire or health hazard to exist.

15) No owner, tenant, guest or other occupant shall make use of the common elements in such a manner as to abridge the equal rights of the other unit owners to their use and enjoyment.

16) No owner, tenant, guest or other occupant shall park any motor vehicle at any time on Condominium property except passenger cars and station wagons. Passenger cars shall include passenger mini vans, SUV's, Jeeps, Suzuki's, Cherokees, Broncos, Wranglers or similar vehicles, provided they are under 18 feet in length and 6 feet in height and unmodified from the manufacturers model. Trucks, pickups, vans, except those stated above, boats, trailers, trailer hitches, campers, motorcycles, recreation vehicles, all-terrain vehicles or similar vehicles are strictly prohibited and subject to being towed away at the owner's expense. The only exception to this rule is a van or other vehicle that has been modified for use by a handicapped person. This is in accordance with governmental regulations.

Legitimate Service vehicles are permitted provided they are servicing the condominium or unit owners, but they may be on the property only during normal business hours, and except for emergencies, may not be on the property in late evenings or weekends, and in any case may never be left on the property overnight.

17) No owner, tenant, guest or other occupant shall keep any pets in the units or on or about the condominium property except small birds, parakeets, tropical fish, gold fish, and one (1) properly licensed, indoor cat per unit. Only Licensed Service Dogs or Certified Comfort Pets approved by the Board of Directors are permitted and must agree to the following:

- a) 1) Licensed Service Animals and Certified Approved Comfort Pets MUST be kept on a leash AT ALL TIMES when on association grounds
- b) ANY animal, whether a Service Animal or Comfort Pet can be asked to be removed from the property, if found to be a nuisance by Owners, due to multiple complaints. Said animal would have to be removed within 72 hours, if demanded by the Association.
- c) ANY dog that resides with a resident MUST be walked along the FENCE PERIMETER, and NOT in the grassy areas behind the units.
- d) NO dogs are allowed inside the pool gated area, except Certified Service Animals. Comfort Pets are NOT allowed inside the pool area under any circumstances.
- e) NO DOGS of any kind are allowed in the swimming pool.

18) No owner, tenant, guest or other occupant shall wash their vehicles with metered water. The carwash facility is on the west side of unit #58. There is a well-water connection for washing vehicles. This privilege is suspended during water restriction periods.

19) No owner, tenant, guest or other occupant shall install: (1) wiring for electrical or telephone installation; (2) any type of antenna; (3) machines of any sort on the exterior of the walls or that protrude through the walls or the roof of the unit, except as authorized, in writing, by the Board of Directors.

20) No owner, tenant, guest or other occupant shall leave chairs or lounges, blankets, towels, etc., on the lawns after use, and nothing is to be draped on fences at any time.

21) No owner, tenant, guest or other occupant shall have more than two cars per unit. Each unit owner or tenant is assigned one covered parking space. If a unit owner or tenant has two cars, the second car must be parked in the guest area adjacent to his/her assigned parking place. If an owner or tenant has a third car, parking on the property must be approved by the Board of Directors. Because of the exhaust fumes they create, no vehicle may be parked backwards into a parking space, either under cover or in the guest parking area. Only in case of an emergency will repairs to a vehicle be allowed on Condominium property.

22) No owner, tenant, guest or other occupant shall permit children under 18 in the clubhouse unless accompanied by an adult. The clubhouse is locked between the hours of 9:00 PM and 9:00 AM. Only under special situations, cleared by the Board, will these hours be altered. The clubhouse rooms and kitchen must be left in a clear, clean condition after use. All lights, fans and air conditioning must be turned off upon leaving the hall. Swimming attire is not permitted in the clubhouse. Gym equipment, pool table and furniture shall not be abused. Library material is on an honor bas-is. Please return all materials after use.

Each unit owner or tenant is allowed to reserve the clubhouse once in a calendar year without charge. A calendar is on the bulletin board to reserve a date so as not to conflict with another owner or tenant. This reservation will be on a first come, first served basis. A security deposit of \$25 payable to Gardens Condo Assn. shall be required before every reservation and returned if the premises are left in the same condition as found. If an owner or tenant wishes to reserve the clubhouse more than once in a year, a fee of \$25.00 will be charged in addition to the security deposit.

23) No owner, tenant, guest or other occupant shall disobey the rules per signs displayed at the pool. Persons entering the water with any form of lotion, oil or cream on their body will have their pool privileges suspended. Sun tan lotions, oils and creams ruin the filters, clog the pump and discolor the pool furniture. Persons with hair extending below the neckline must wear a bathing cap. Only persons wearing proper pool attire may use the pool. Minor children under the age of 18 must be accompanied by an adult over the age of 21. Children who are not toilet trained may not use the pool. Horseplay, shouting, unnecessary noise and running around the pool's exterior is not allowed. Rafts and ball playing are permitted only if it doesn't annoy others. Balls under ten inches in diameter are not permitted. Pool users must get out of the pool during rainstorms, thunder and lightning. No glass items are permitted at the pool or deck area.

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Under condominium documents, the Board of Directors has the right to impose a fine of \$100.00 per day against any unit owner or tenant for any violation of the above cited or any additional rules the Board may impose up to a total of \$1,000.00.