

WILD OAK BAY VISTA II OWNERS ASSOCIATION, INC.

Please mail application and fee to:

PROGRESSIVE COMMUNITY MANAGEMENT, 3701 South Osprey Avenue, Sarasota, FL 34239

Office: (941) 921-5393, Robert Wiebusch, Manager

New Buyer Application Form

Application to buy Unit #: _____ Scheduled Closing Date: _____

Seller Name(s): _____

Required Buyer Information:

Buyer(s) Name (#1): _____

Date of Birth: _____ Social Security Number: _____

Driver's License #: _____ State: _____

Current Address: _____

Phone #: _____ Email: _____

Personal References:

1. Name: _____ Phone #: _____

2. Name: _____ Phone #: _____

Bank Reference/Phone #: _____

Employer (if applicable): _____

Realtor Name/Phone #: _____

Buyer(s) Name (#2): _____

Date of Birth: _____ Social Security Number: _____

Driver's License #: _____ State: _____

Current Address: _____

Phone #: _____ Email: _____

Personal References:

3. Name: _____ Phone #: _____

4. Name: _____ Phone #: _____

Bank Reference/Phone #: _____

Employer (if applicable): _____

Realtor Name/Phone #: _____

I/We intend to: (Please initial your intentions)

- Live in the unit full time
- Live in the unit part time / seasonal
- Rent out the Unit

Please review each statement and initial acknowledgement:

Buyer confirms receipt of and has reviewed a copy of the Wild Oak Bay Vista II Condominium Rules and Regulations and agrees to abide by all community rules and regulations.

Buyer is aware that at least one permanent occupant must be at least 55 years of age and that no children under the age of 18 may reside in Unit on a long-term basis. See rules and regulations for full policy.

Rental Restrictions: Buyer is responsible for reviewing Rental Restrictions in Wild Oak Bay Vista II Rules and Regulations.

Buyer is aware that the closing statement of the sale must attest that all assessments and maintenance fees due at the time of sale have been satisfied and that notarized condominium documents will be given to buyer in accordance with Florida Law.

I/WE AUTHORIZE THE BOARD OF DIRECTORS OR ITS AUTHORIZED AGENTS TO INVESTIGATE MY/OUR BACKGROUND AND CREDIT REPORT. This application along with an application processing fee of \$150.00 (made payable to Wild Oak Bay Vista II) is required.

A refundable moving deposit of \$1,000.00 is required to cover any damage to the building or elevator.

No 18 wheel tractor trailer moving trucks are permitted in Wild Oak Bay Vista II.

Signature of both Seller(s) and Buyers and/or their agents are required:

Buyer(s):

Seller(s):

_____/_____
Signature

_____/_____
Signature

_____/_____
Printed Name

_____/_____
Printed Name

**Wild Oak Bay Vista II
Rules & Regulations
Effective April 1, 2010**

1. **USE OF UNIT:** Occupancy is restricted to single family, private residential use
2. **COMMUNICATION:** All notices from the Wild Oak Bay Vista II Owner's Association, Inc. (VISTA II BOARD) will be posted on the Bulletin Board by the elevator. Residents are responsible for checking the board for notices.
3. **BOARD MEETINGS:** All owners/tenants are invited to all VISTA II BOARD meetings; however, only Board members may vote on issues.
 - 3.1 The Agenda for Board meetings will be posted on the Bulletin Board at least 48 hours before the Board meeting.
4. **AGE RESTRICTIONS:** Vista II is a Primary Adult Occupied Condominium
 - 4.1 Children under the age of 18 shall not occupy a unit on a permanent basis; temporary occupancy not to exceed 60 days in one calendar year is permitted, if living with unit owner.
5. **RENTALS:**
 - 5.1. Rentals are restricted to two rentals per calendar year.
 - 5.2. Owner or designated agent must submit the completed Vista II Application to Lease Form to the Association for approval of a tenant or lessee.
 - 5.3. A \$100 (non refundable) processing fee must accompany the application.
 - 5.4. The unit may only be occupied by the designated rental occupants; renters must be present when guests are staying in the unit.
 - 5.5. The unit may not be rented to renters with children under the age of 18 residing in the unit. (temporary exception for yearly rental of a period not to exceed 30 days).
 - 5.6. Owner is responsible for renter compliance with rules and regulations.
6. **GUESTS OF OWNERS DURING OWNER'S ABSENCE:**
 - 6.1 Owners must notify the board whenever a family member is occupying the unit in their absence
 - 6.2 Owners must notify the Board when a non family guest will be residing in the Unit.
 - 6.2.1 Occupancy by non family members is restricted to guests at least 18 years of age with a two times per year limitation.

7. **SALE OF UNIT:**
 - 7.1 Owner must provide Board with name of Realtor or agent, at time of listing and advise realtor they must communicate with Board president or designee.
 - 7.2 Owner is responsible for providing listing agent or buyer with:
Wild Oak Bay Vista II Owners Association, Inc. Rules & Regulations
New Buyer Application Form
 - 7.3 A completed New Buyer Application Form must be submitted and approved prior to sale.
 - 7.4 The purchase of additional units or a portion thereof by current Vista II unit owners, requires prior approval from the Vista II Board
 - 7.5 A \$1000 refundable deposit is required of individuals moving in or out, (this includes the deposit for elevator use.)
 - 7.6 Owner must notify buyer that 18 wheel moving vans are not allowed in Wild Oak Bay

8. **CONSIDERATION OF NEIGHBORS.**
 - 8.1 Sounds from electronic equipment e.g. TV, radio, CD or car stereo, and musical instruments must be controlled to a moderate level at all times.
 - 8.2 Boisterous and disorderly conduct is not permitted
 - 8.3 Sounds must be kept to a minimum after 11pm.
 - 8.4 Construction noise limited before 0800 and after 1800 (6.p.m.)

9. **PETS:**
 - 9.1 Resident owners may have small pets only if:
 - 9.1.1 The pets are under leash when on common element property.
 - 9.1.2 Messes made by pets on common element property are promptly removed; solid waste must be picked up and disposed of in a tied or sealed plastic bag.
 - 9.2 No noisy, destructive or vicious pets are permitted
 - 9.3 No exotic pets are permitted.
 - 9.4 Renters may not have pets

10. **FIRE PROTECTION:**
 - 10.1. Smoke detectors are required in each unit and must be tested annually at a time specified by the board.
 - 10.1.1 The unit owner/tenant is responsible for testing the smoke detector on a more frequent basis and for assuring that fresh spare batteries are available
 - 10.2. A five pound fire extinguisher is provided by the Condo Association in each unit; the extinguisher must be checked annually. The extinguisher is the property of the Association and must be left in the unit at all times.
 - 10.3 All units must be evacuated when the fire alarm sounds, except during pre-announced annual test.

11. EXTERIOR APPEARANCE

- 11.1 Modifications: Unit owners shall not enclose, paint, drill, alter or change the structure or appearance of the exterior of the building or any part of the common elements or limited common elements including balconies and lanais.
- 11.2 Hurricane Protection: All owners are encouraged to protect the condo by installing hurricane shutters or screens. There are three approved hurricane protection devices approved; please contact a Board member for specifications. (Please see requirements under extended absence) .
- 11.3 Windows:
 - 11.3.1 No reflective glass is permitted.
 - 11.3.2 Draperies or curtains: Externally visible draperies or curtains or their liner must appear white or off-white.
 - 11.3.3 Signs: No sign or billboard of any kind may be displayed to the public view, (including but not limited to “political, rental or sales signs,”))
- 11.4 Balcony Railings/chairs; No clothes, sporting, swimming or fishing items may be hung or otherwise visible outside of the unit on the balconies for greater than a 2 hr period.
- 11.5 Lawn, plants & shrubbery: Lawn, shrubbery, or other established exterior plantings shall not be altered, moved, or treated without approval of the Landscape Committee. Approval is necessary before planting on common ground.
- 11.6 Bulletin board is for the exclusive use of Vita II owners; signs of a political nature are not allowed.

12. VEHICLES & PARKING:

- 12.1 All unit owners must park in their car ports, or the spaces provided on the East end of the building.
- 12.2 No trucks, trailers, campers, recreational vehicles, boats, motorcycles, ATV's or similar vehicles are permitted on Wild Oak Bay Vista II property except for temporary parking by guests of owners, not to exceed 7 days.
- 12.3 No parking which blocks carport space ingress or egress to is allowed.
- 12.4 All cars must meet generally acceptable standards of appearance; “junk cars” are prohibited except for temporary parking. No trucks may park in front of the building
- 12.6 Three parking spaces in front of the building are reserved for:
 - 12.6.1 Loading and unloading
 - 12.6.2 Short term guests(<24hrs).
- 12.7 Service truck drivers are to be advised, by unit owner that they must park on the East side of the building except when loading or unloading.
- 12.8 No storage of vehicles belonging to non Vista II owners is allowed.
- 12.9 On owner absence, provision must be made for Board (or designe’) to move car from carport, or parking area.

13. **ELEVATOR: Each Unit owner is responsible for:**
- 13.1 Arranging for VISTA II protective pads to be installed. (see information sheet)
 - 13.2 Advising movers or persons delivering furniture or appliances of elevator restrictions/limitations. (see information sheet)
 - 13.3 Damage done by inappropriate conduct of guests
 - 13.4 **Damage done to the elevator by movers, or persons delivering furniture or appliances..**
 - 13.4.1 **A refundable deposit is required for use of the elevator to move major, heavy or bulky items which may damage the elevator, including, but not limited to: jamming or knocking the doors off the tracks. (Deposit of \$500 week days and \$1000 weekends; check made payable to Vista II Owner's Association, Inc.)**
 - 13.4.2 **If no deposit has been made: collecting fees from individuals who have damaged the elevator is the responsibility of the unit owner, not the Board. The payment for damage to the elevator must be made within 2 weeks.**
14. **REFUSE:**
- 14.1 Refuse Room: A room in the East lower portion of the building contains the dumpster and recycling bins; place refuse in the appropriate containers and keep the doors closed.
 - 14.2 Recycling: Manatee County requires recycling of: newspaper, computer papers, magazines, bottles, cans, discarded mail, and plastics (marked as Δ 1-6). Bins are provided in the refuse room for papers and co-mingled containers. Each Unit Owner is responsible for placing materials to be recycled in the appropriate bins and breaking down boxes
 - 14.3 Garbage: All garbage must be securely wrapped and tied in plastic bags before discarding in the trash chute or dumpster.
 - 14.4 Furniture or Appliances: Manatee County will not remove furniture or appliances; the unit owner is responsible for arranging for the disposal of these items at their expense. These items must not be placed beneath the building or in the refuse room. Owner must arrange for dealer or independent agent to remove items, at time of delivery.
 - 14.5 Remodeling debris i.e. wallboard, cabinets etc must be disposed of by owner . These items may **NOT** be placed in the dumpster.
 - 14.6 Toxic materials: Paint and solvents may not be placed in dumpster, refuse room, or under the building. Each unit owner is responsible for their proper disposal. See Information sheet.
15. **ACCESS TO UNITS:** Access to units is necessary for pesticide treatment and

emergencies; keys to each unit must be given to the Vista II Board designee.

16. SWIMMING POOL:

16.1 The Swimming Pool Rules for Vista II which pertain to safety hygiene and conduct are attached and are in addition to those rules posted within the pool area. Unit Owners are responsible for assuring their guests comply with pool regulations.

16.2 Use of the swimming pool is restricted to unit owners, tenants, guests visiting owners who are in residence, and guests in units who have been registered. You may not authorize use of the pool to friends and neighbors to use in your absence.

17. COOKING GRILLS:

17.1 Fire regulations prohibit the use of charcoal, propane, electric or other grills within or outside individual units including limited or common elements. A gas grill is located near the swimming pool for use by unit occupants. Cleaning the grill after use is the responsibility of the unit owner using the grill.

18. PATIOS: The entry patios (balconies) are considered limited common elements.

18.1 Only patio furniture/furnishings and plants may be placed on them.

20. REMODELING: Residents are required to report their intention to do major remodeling of their unit to the Vista II Board.

21. VISTA II FORMS: Residents are asked to complete Vista II Condo Association forms which are designed to improve communication and record keeping, increase security of the building, and in some cases, assure compliance with either Florida Condominium Laws or Vista II Bylaws. Most forms are available in the box by the Bulletin Board, please notify a Board member if you take the last form.

22. QUARTERLY MAINTENANCE PAYMENTS:

22.1 Payments are due on the first day of the first month of the quarter; the statement will identify the due date.

22.2 A \$25 penalty may be added if the maintenance fee is not paid in full by the 15th of the month due.

23. COMPLIANCE & ENFORCEMENT:

23.1 A fine of up to \$25.00 per day may be assessed to unit owners if violation of a rule or regulation continues 5 days after receiving written notification by the Vista II Board of the violation.

23.2 The amount and duration of the fine is at the discretion of the Vista II Board as authorized in the Condominium By-laws 6:2, page 60

23.3 An opportunity for a hearing before tenants who are not Board members is required before fines are levied. It is the responsibility of the unit owner being fined to request the hearing to the VISTA II Board President.

24. EXTENDED ABSENCE FROM UNIT

- 24.1 Owners should fill out the ABSENCE NOTIFICATION FORM. (this is to increase security of the premises as well as provide essential information in case of a disaster affecting the building or it's occupants.)
- 24.2 Extended absence during hurricane season (June 1-Nov 1) necessitates the removal of all plants and furniture from all balconies.
- 24.2.1. ANY ITEMS of FURNITURE or UNSECURED DECORATIONS LEFT ON BALCONIES after departure MAY BE REMOVED AT OWNER'S EXPENSE and discarded, or DONATED TO GOODWILL OR THE SALVATION ARMY**
- 24.2.2 If owners have made arrangements for care and subsequent removal of plants by a third party, the Condo Board must have the name and phone # of that party.
- 24.2.1.1 The person delegated with responsibility for the plants must contact the board on the **first day of a 5 day** hurricane notice to state they will move the plants at least **48 hrs** before the hurricane is predicted.
- 24.2.3 IF THE PLANTS HAVE NOT BEEN REMOVED AT BY THE 48 HR. DEADLINE, THEY WILL BE REMOVED AT OWNER'S EXPENSE.**
- 24.2.4 Owner will be held responsible for all damages by anything left out during absence.
25. **SECURITY:** Security coverage is provided in Wild Oak Bay from dusk to dawn. They may be contacted at 350-5858, or in case of emergency at 911.
26. **INSURANCE COVERAGE:** Florida law requires the Board determine that each unit owner maintains insurance coverage adequate to restore the interior of the unit to a livable state, in the event of a disastrous event such as fire, hurricane, or water damage. The amount of minimal coverage will be determined by the Board after consultation with experts. (Note: additional coverage for personal property is at the discretion of the owner.)

NOTHING CONTAINED IN THE FOREGOING RULES AND REGULATIONS SHALL BE DEEMED OR CONSTRUED AS LIMITING, AMENDING, MODIFYING OR REPEALING ANY OF THE PROVISIONS OF THE DECLARATION OF THE CONDOMINIUM OF THE VISTAS AT WILD OAK BAY II (Bylaws)