

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 Condominium Assoc.

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

Restrictions, Rules, and Regulations  
(as of August, 2023)

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, antenna, satellite dish, machines of any sort on the exterior walls or roof of the unit, 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 regarding 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 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.
7. 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.
8. 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.
9. No owner, tenant, guest, or other occupant shall obstruct the common way of ingress or egress to other units or the common elements or allow anything to remain in entry ways. No owner, tenant, guest, or other occupant shall hang any laundry, garments or other unsightly objects which are visible outside the unit.

10. No owner, tenant, guest, or other occupant shall allow any rubbish refuse, garbage, trash, or recyclable materials to accumulate outside their front door or in places other than the receptacles provided by the Association. Replaced appliances and any remodeling debris are not to be placed in or next to the dumpsters but must be removed from the property by the vendor delivering the items, or removal arranged by the owner/tenant.

11. No owner, tenant, guest, or other occupant shall allow any fire or health hazard to exist. Electric and charcoal grills are allowed and must be used at least 10 feet from the property. NO GAS/BUTANE grills are allowed.

12. 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.

13. No owner, tenant, guest, or other occupant shall park any motor vehicle at any time on Condominium property except passenger vehicles. Passenger vehicles shall include cars, mini vans, SUV's, Trucks, Jeeps, or similar vehicles, provided they are under 18 feet in length and 6 feet in height and unmodified from the manufacturer's model. Trucks, except those stated above, vans, 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.

14. 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.

15. 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, goldfish, 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:

Licensed Service Animals and Certified Approved Comfort Pets MUST be ALWAYS kept on a leash when on association grounds. 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.

ANY dog that resides with a resident MUST be walked along the FENCE PERIMETER, and the south end by the designated pet walking area. Pets are NOT allowed in the areas behind the units, this includes the ponds, pool, and grassy areas. Residents must pick up after their pets and dispose of properly.

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. NO DOGS of any kind are allowed in the swimming pool.

16. 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.

17. 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. 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.

18. 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 11:00 PM and 7:00 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 and fans 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 basis. Please return all materials after use.

19. A calendar is on the bulletin board to exclusively 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 \$75 payable to Gardens Condo Association shall be required before every reservation and will be returned if the premises are left in the same condition as found. Casual and combined use of the Clubhouse is encouraged being respectful of others who may be enjoying activities at the same time.

20. No owner, tenant, guest, or other occupant shall disobey the rules per signs displayed at the pool. Shower before entering the pool. Suntan lotions, oils and creams ruin the filters, clog the pump, and discolor the pool furniture. Persons with hair extending below the neckline must tie up or otherwise contain it. Only people 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.

21. Every owner of a unit is obligated to pay a monthly maintenance fee, a monthly water bill, and special assessments, if they arise, directly to the Association. Other utilities, such as telephone, electric, internet services will be handled by owner/tenant directly with the vendor. The Association is responsible for the common areas, the outside of the buildings, the roofs, and the carports, for which there is a monthly maintenance fee. Any repairs required INSIDE the four walls of the unit plus the lanai and water meter are the responsibility of the owner. A unit modification application may be required before any remodeling begins.

22. No owner, tenant, guest, or other occupant shall leave any seat outside their unit. No blankets, towels, pool floats, etc., may be left outside after use and nothing is to be draped on fences at any time.

23. ONE live potted plant may be placed in the front entryway to a unit. During times of expected high winds plants are expected to be brought inside. One exterior front door wreath is permitted. These items must be maintained by the resident or may be removed once given a 5-day notice. Nothing else is allowed outside the unit.

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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.