VISTAS ON BENEVA

APPLICATION FOR PURCHASE/RENTAL PACKAGE

Thank you for taking an interest in having a home at Vistas on Beneva. The attached pages constitute the complete Purchase/Rental Application and Rules & Regulations of our community.

If you are purchasing a Unit, the Association requires a non-refundable, \$100 application fee for each person that will be on the deed. This money is used for a complete credit and criminal background check to ensure the standard criteria is met for owning a home at Vistas on Beneva. Please be aware that all applications be submitted and approved/denied at least fifteen (15) days prior to closing.

If you are renting a Unit, the Association requires a non-refundable, \$100 application fee for each individual that will be living in the unit, whether on the lease or not. This money is used for a complete credit and criminal background check to ensure the standard criteria is met for renting a home in Vistas on Beneva. Please be aware that all applications be submitted and approved/denied at least fifteen (15) days prior to commencement of the lease.

Exceptions to the application fee rule are as follows:

- 1. Only one application fee of \$100 is required if the tenants are legally married and share the same last name.
- 2. No application fee is required for children of the applicant(s) providing the children are under the age of 18.

How to submit the application and required \$100 processing fee:

The application may be sent to C&S Condominium Management Services in a number of ways.

1. Mail: Vistas on Beneva, c/o C&S Condominium Management Services, 4672 Fruitville Road, Sarasota, FL 34232

2. Email: llemmon@cscmsi.com

3. Fax: 1-866-634-9288

If you are emailing or faxing the application, you are now able to pay the \$100 per applicant processing fee through the C&S website at cscmsi.com under 'Forms'. If paying through the web site, the "Proof of Payment" confirmation must accompany the application.

Please remember that applications will not be processed until the application is deemed complete and receipt of payment is verified.

Important Facts to Consider

- 1. Assessments (monies owed to the Association) by the current owner, must be paid in full with a current balance of \$0 before an application may be submitted for consideration.
- 2. The Applicant must print legibly on the application. The Application must contain all information requested. *If any information is omitted, the application will not be processed.*
- 3. Only the applicant is authorized to complete the application.
- 4. At no time, may a Unit be rented for a period of less than one (1) month.
- 5. At no time may a Unit be rented more than three (3) times per year.
- 6. At no time may a Unit be permanently occupied by more persons than the number of bedrooms times two.
- 7. There are strict guidelines regarding pet restrictions. <u>Please read the attached Ruled & Regulations</u> for details.
- 8. The Applicant must apply for a Parking Permit before moving into the Unit. A five dollar (\$5) fee is required. Only one permanent parking space will be assigned to the tenant. The Tenant may apply for a permit for a "Guest Space" for a second vehicle, if necessary.
- 9. Should a renter move into a Unit without the approval of the Association, the Association has the right to evict the renter(s) and the Unit Owner will be liable for all costs pertaining to the eviction process including attorney's fees.
- 10. Please be aware that should you be selling the Unit, it is the new Owner's responsibility to obtain a coupon book for payments of assessments to the Association. Coupon booklets may be obtained from the Management Company.

Unit Owner Signature:	Date:
Telephone Number(s):	Email Address:
	the Agent for the Unit Owner may sign below, accepting the behalf of the Unit Owner.
Agent's Signature:	Date:
Telephone Number(s):	Email Address:

VISTAS ON BENEVA

APPROVAL CRITERIA FOR PURCHASE/RENTAL

Applicant(s) Signature Required)

- 1. The Credit Report shall not contain evidence of more than 20% of all credit accounts with delinquent payment history.
- 2. If the Credit Report passes the above criteria, the Board of Directors or its Manager may, at its discretion and when possible, contact previous landlords and employers.
- 3. The Criminal Record shall not contain evidence of any felony, prison terms served, 'wanted status', sexual predator history, or other such factors bearing on moral character.
- 4. The Criminal Record shall not contain evidence of any misdemeanor convictions for destruction of property, public nuisance, disorderly conduct or any other offense which shows a history of disregarding the safety and/or peaceful living of those in close proximity.
- 5. The Association shall not discriminate against any applicant on the basis of race, color, religion, national origin, sex, marital status or age.

AUTHORIZATION OF RELEASE OF INFORMATION

Applicant(s) represent that all of the 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. I am aware that any falsification or misrepresentation of the facts in this application will result in immediate rejection of this application.

Applicant:						
Full Name (print):		Sign	Signature:			
Social Security Number (red			Birth Date:			
For Office Use Only:						
All required information p	ertaining to the s	ale or lease of this	Unit was received by:			
Name:			Date:			
Board Action:	Approved	Denied	Ву:			
		<u>If Applicable</u>				
Denial was based upon:	Credit I	History	Criminal History			

<u>APPLICANT AGREEMENT WITH ASSOCIATION</u>

(Applicant Signature Required)

I hereby agree to the following:

- 1. To be aware and abide by the all applicable Use Restrictions as well as the Rules and Regulations governing the use of Units and the condominium property.
- 2. By signing below, I certify that I have received a copy of the Use Restrictions and Rules and Regulations and that I further agree to take full responsibility for any guests that I may have and agree that they will also abide by the same rules.
- 3. By signing below, I acknowledge that any violation of the terms, provisions, and covenants of the condominium documents, including the Rules and Regulations, provides for immediate action as provided in these documents.
- 4. By signing below, I acknowledge that Vistas on Beneva Condominium Association has fifteen (15) days to consider this application after it is received by the Board of Directors, and that occupancy of the Unit before approval of this application will result in the disapproval of the application and immediate action by the Association for eviction.

Applicant Signature:	Date:
Print Name:	

<u>Vistas on Beneva Condominium Association</u> <u>APPLICATION FOR APPROVAL TO PURCHASE OR LEASE A UNIT</u>

	Ар	plication	on for:					
		Purc	hase					
		Leas	e					
] Occi	upancy (N	lot on	Lease)			
Unit #:	Add	ress: _	 					
Term o	f Lease (if applicat	ole):	From		to			
<u>Unmarried</u> applicant	s must fill out separate ap Please allow at least two	-		-	-		e use bla	ck ink.
Name:		SS#	/	/		DOB:	/	/
Last	First MI	•		·				
Spouse:		SS#	/	/		DOB:	/	_/
Last	First MI							
Home Phone Number	r: Cell	Numbe	er:		_ Work	Number: _		
Email Address:								
Other Occupants (Related children und	ler the	age of 18	<u>3):</u>				
Namo			Polation	chin:			Λσο:	
<u>Pets:</u> Yes □ N	lo 🗆							
Please read the attacl	hed Rules & Regulations	<u>regardir</u>	ng acceptal	ble and p	<u>orohibit</u>	ed pets.		
Туре:	Breed:			W	eight:		Age:	!
Type:							_	

Address History Present Address: ____ Street Apt # City State **Zip Code Employment History:** Present Employer: _____ City & State: _____ Dates of Employment: _____ / ____ to ____ / ____ Position: Supervisor's Name: _____ Telephone Number: **Vehicle Information** Please read the attached Rules & Regulations regarding acceptable and prohibited vehicles. Vehicle #1: Make: _____ Model: ____ Year: ___ Tag Number: ____ Vehicle #1: Make: _____ Model: ____ Year: ___ Tag Number: ____ Date: ___ /___ /___ **Applicant Signature**

Spouse Signature

Date: ___ / ___ /

RULES AND REGULATIONS FOR

VISTAS ON BENEVA, A CONDOMINIUM

The definitions contained in the Declaration of Condominium of Vistas on Beneva, a Condominium. ("Declaration") are incorporated herein as, part of these Rules and Regulations.

- 1. The walkways, entrances, halls, corridors, stairways and ramps shall not be obstructed or used for any purpose other than ingress and egress to and from the Building and the other portions of the condominium property.
- 2. The exterior of a Unit and all other areas appurtenant to a Unit shall not be painted, decorated or modified by any Unit owner in any manner without the prior written consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Board.
- 3. All draperies, curtains, shades or other window or door coverings installed within a Unit which are visible from the exterior of the Unit or the, portions of the property shall have a white or beige backing unless otherwise approved in writing by the Board.
- 4. No article(s) shall be hung or shaken from the doors, windows, balconies or patios of the Units or placed upon the outside windowsills of the Units without the prior consent of the Board. Flags may be displayed, but only in accordance with Section 718.I B(4) of the Act, as amended by Chapter 2003-23, Laws of Florida.
- 5. No personal articles shall be allowed to stand on any portion of the common elements, except for the limited common element balconies and patios.
- 6. No Unit owner shall make or permit any noises that will disturb or annoy the occupants of any of the Units or do or permit anything to be done which will interfere with the rights, comfort or convenience of other residents.
- 7. Each Unit owner shall keep his Unit in a good state of preservation and cleanliness and shall not sweep or throw dirt or other substance from the doors or windows of the Unit.
- 8. Each Unit owner who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to his departure by:
 - (a) Removing all furniture, potted plants and other movable objects from the balcony or patio

- (b) Designating a responsible firm or individual satisfactory to the Association to care for his Unit should the Unit suffer hurricane damage. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters.
- 9. No rubbish, trash, garbage, refuse, Or other waste material shall be kept or permitted on the condominium property, except in sanitary, self-locking containers stored inside a Unit and kept in a clean and sanitary condition, and no odor shall be permitted to arise there from so as to render the Condominium Property or any portion thereof unsanitary, offensive, detrimental or a nuisance to Unit owners or to any other property in the vicinity thereof or to its occupants. All garbage, trash, refuse or rubbish shall be properly contained and placed for collection in a trash chute or dumpster, as applicable. No clothing or other household items shall be hung, dried, or aired in such a way as to be visible from within the condominium property. No dead plants shall be kept on any balcony or patio. No stripped vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse, or trash shall be stored or allowed to accumulate on any portion of the condominium property (except when accumulated during construction approved by the Association, or when accumulated by the Association for imminent pick-up and discard).
- 10. Water closets and other water apparatus in the Units or at the pool terrace shall not be used for any purpose other than for use for which they were constructed. Any damage resulting from misuse of any water closets or other apparatus shall be paid for by the Unit owner responsible for same.
- 11. No Condominium Unit owner shall request or cause any employee or agent of the Association to do any private business of the Unit owner, except as shall have been approved in writing by the Association.
- 12. The agents and employees of the Association and any contractor or workman authorized by the Association may enter any Unit at any reasonable time of the day for the purpose permitted under the terms of the Condominium Documents. Entry will be made by prearrangement with the Unit owner, except under circumstances deemed an emergency by the Association or the manager, if any, in which case access is deemed permitted regardless of the time.
- 13. No vehicle or other possessions belonging to a Unit owner or to a member of the family or guest, employee, customer, invitee or lessee of a Unit owner shall be positioned in such manner as to impede or prevent ready access to another Unit owner's Parking Space. The Unit owners, their family members, guests, invitees, employees, customer, and lessees will obey the parking regulations posted in the parking areas and drives, and any other traffic regulations promulgated in the future, for the safety, comfort and convenience of the Unit owners.
- 14. Except in an emergency, a Unit owner shall not cause or permit the blowing of the horn of any vehicle in which he, his family members, guests, invitees, employees or lessees shall be occupants.
- 15. No Unit owner shall use or permit to be brought into the Unit any flammable oils or fluids, such as gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed extra hazardous to

- life, limb or property, except as may be necessary in connection with a permitted use of a patio. Pursuant to a County Ordinance, no open flames are permitted on a balcony.
- 16. No Unit Owner shall be allowed to put his mail receptacle, name or street address on any portion of his Unit, except in such place and in the manner approved by the Association for such purpose, which approval shall be based on aesthetic grounds within the sole discretion of the Board.
- 17. The Association shall retain a key to each Unit. If a Unit owner alters any lock or installs a new lock on any door leading into his Unit, such Unit owner shall provide the Association with a new key for the use of the Association and the Board.
- 18. Any damage to the condominium property or equipment of the Association caused by any Unit owner, family member, guest, employee, customer, invitee or lessee shall be repaired or replaced at the expense of such Unit owner.
- 19. Each Unit owner shall be held responsible for the actions of their family members, guests, employees, customers, invitees and lessees.
- 20. The number of persons occupying a Unit shall not exceed two (2) persons per bedroom in total. Occupancy is defined to mean staying overnight in a Unit more than thirty (30) days in a six (6) month period.
- 21. No covered parking space shall be permanently or temporarily enclosed.
- 22. Food and beverage may not be prepared or consumed, except in the Unit, including on a balcony or patio or in such other areas as may from time to time be designated by the Board.
- 23. Complaints regarding the management of the condominium property or regarding actions of other Unit owners shall be made in writing to the Association.
- 24. A Unit owner shall shown sign, advertisement or notice of any type on the common elements or in or upon his Unit so as to be visible from the common elements or any public way.
- 25. Residents may keep domestic pets, limited to a maximum of two dogs or two cats, or one dog and one cat, in Units, together with usual domestic birds in cages and fish tanks. However, under no circumstances will any dog whose breed is noted for its viciousness or ill-temper, in particular, the "Pit Bull" (as hereinafter defined), Rottweiler, Mastiff, Presa Canano, Chow, Doberman Pinscher or any crossbreeds of such breeds, nor any wolf or coyote/dog hybrids, be permitted on any portion of the condominium property. A "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds. No exotic pet, such as an iguana, or any animal of any kind which has venom or poisonous defense or capture mechanisms, or which if let loose would constitute vermin, shall be allowed on any portion of the condominium property. Trained seeing-eye dogs will be permitted for those persons holding certificates of blindness and

necessity. Other animals will be permitted if such animals serve as physical aides to handicapped persons and such animals have been trained or provided by an agency or service qualified to provide such animals. The guide or assistance animal will be kept in direct custody of the assisted person or the qualified person training the animal at all times when on the condominium property, and the animal shall wear and be controlled by a harness or orange-colored leash and collar. Pets may not be kept, bred or maintained for any commercial purpose. Any pet must be temporarily caged, carried or kept on a leash when outside of a Unit. No pet shall be kept tied outside a Unit or on any balcony or patio, unless someone is present in the adjacent Unit. No dogs will be curbed in any landscaped area or close to any walk, but only in special areas designated by the Board, if any, provided this statement shall not require the Board to designate any such area. A Unit owner shall immediately pick up and remove any solid animal waste deposited by his pet. A Unit Owner shall be liable for any damage to any portion of the condominium property caused by his or her pet, including, but not limited to, damage to the building, the grounds, flooring, walls, trim., finish, tiles, carpeting and stairs. A Unit owner shall compensate any person hurt or bitten by his or her pet and shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal within the condominium property. If a dog or any other animal becomes obnoxious to other Unit owners by barking or otherwise, the owner thereof must cause the problem to be corrected; or, if it is not corrected, the owner, upon three (3) days' written notice and hearing by the Association, will be required to permanently remove the animal from the condominium property.

- 26. No clothes line or other similar devices shall be allowed on any portion of the common elements.
- 27. No boats, boat trailers, recreational vehicles, house trailers, motor homes, trucks, vans, motorcycles, motor scooters, go-carts, motor bikes or other motor vehicles, other than four-wheel passenger automobiles and other four-wheel passenger vehicles and certain motorcycles which may be determined acceptable by the Board, shall be placed, parked or stored within the condominium property, provided, however, any vehicle kept on the condominium property must be able to fit within a parking space. "Commercial" truck or van includes, but is not limited to, any truck or van displaying a company logo or name on the exterior, or roof /ladder racks or tool boxes. No maintenance or repair shall be done upon or to any such vehicles, except where totally isolated from public view. The Association shall have the right to authorize the towing away of any vehicle in violation of these Rules and Regulations with the costs to be borne by the owner of the vehicle or by the violator.
- 28. A Condominium Unit Owner shall not install any screen doors, roll-ups, storm shutters, awnings, hardware or the like without the prior written approval of the Board as to design and color and, in. any event, Board approval shall not be granted unless such items substantially conform to the architectural design of the building and the design of any of such items which have been previously installed at the time Board approval is requested. Board approval, however, does not and shall not be construed to constitute approval or conformance with the County building codes. It shall be the responsibility of each Unit owner to check with all applicable governmental and quasi-governmental agencies and to obtain the appropriate permits prior to installation of any of the foregoing items.

- 29. No solicitation for any purpose shall be allowed without the prior written consent of the Board, which consent may be withheld at the Board's sole discretion; provided however, the Board shall not unreasonably restrict any Unit Owner's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in the common elements.
- 30. A Unit owner shall not install any floor covering in the Unit other than carpeting (such as wood or tile) in any room other than the bathroom, kitchen/breakfast area or laundry/utility area or other than in a Unit which does not have another Unit below it, without the prior written approval of the Association. The Association may require that sound proofing insulation be placed under such alternate floor covering before installation. If a Unit Owner installs alternate floor covering without the prior written consent of the Association or without the insulation required by the Association, then the Association shall have the right to cause such Unit owner to remove the alternate floor covering.
- 31. ALL PERSONS USING TI-IE POOL AND ANY OTHER RECREATIONAL FACILITIES DO SO AT THEIR OWN RISK.
- 32. The swimming pool may be used between the hours of 9:00 a.m. and 9:00 p.m.
- 33. Glass bottles or glass containers shall not be permitted in the pool area.
- 34. The pool and pool terrace are to be left in clean condition for the mutual benefit of all.
- 35. Chairs, tables and lounges in the pool area may not be taken to any other areas.
- 36. Unit Owners shall notify the Association of their intention to install satellite dishes/antennae prior to any such installation on a notification form obtained from the Association. Such installation shall be performed pursuant to guidelines and restrictions promulgated by the Association, copies of which may be obtained from the Association.
- 37. The procedure for enforcing these Rules and Regulations shall be as follows:
 - (a) First Offense (1st Notice)

When the Association becomes aware of non-compliance of a rule or regulation by a Unit owner, family member, guest, employee, customer, invitee or lessee, it shall send a certified letter to the Unit owner advising him of the rule which he/she has been accused of violating and warning that strict compliance with these Rules and Regulations will be required. Each day on which a violation occurs shall be deemed to be a separate offense.

(b) Second Offense (2nd Notice)

If a second report is made that a violation has been repeated or has been continued beyond the time specified within the first notice, the Board, after verifying the violation, may authorize a fine to be levied upon the Unit owner. The fine for a second offense may not exceed the maximum amount permitted by the Act. Notice of a second violation shall be sent to the Unit owner by certified mail.

(c) Third Offense (3rd Notice)

If a third report is made that a violation has been repeated or has continued beyond the time specified within the second notice, the Unit Owner may be charged a fine in an amount not to exceed the maximum amount permitted by the Act, following verification of the violation by the Board.

(d) Fourth Offense

For repeated offenses or in any case where the Board deems it appropriate, the Board may seek injunctive relief through court action. In addition, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for a hearing, provided that no such fine shall in the aggregate exceed the amount set forth in Section 718.303(3) of the Act.

(e) Exemptions

Any Unit owner may appear before the Association to seek an exemption from or variance in the applicability of any given rule or regulation as it relates to said person on grounds of undue hardship or other special circumstances.

- 38. Before levying a fine against a Unit owner for failure to abide by any provision of the Declaration, the Bylaws or these Rules and Regulations, the Board shall:
 - (a) Afford the Unit owner against whom the fine is sought to be levied an opportunity for hearing before a committee of other Unit owners ("Committee") appointed by the Board after reasonable notice of not less than fourteen (14) days
- 39. With regard to meetings of the Board and meetings of the Members (collectively referred to herein as "Meetings"), the following rules shall apply:

(a) THE RIGHT OF UNIT OWNERS TO SPEAK AT MEETINGS

A Condominium Unit Owner shall have the right to speak at a Meeting provided the Association has received a written request at least 24 hours in advance of the scheduled meeting. The following restrictions shall apply:

- (1) The Condominium Unit Owner may speak at the start of the Meeting. The vote of the Board or the Members, as applicable, will not be taken until the Unit owner has spoken.
- (2) The Unit owner may speak for no longer than three (3) minutes, unless the Board votes at the Meeting to extend the time allotted to the Unit Owner.

- (3) The Condominium Unit Owner may speak only on matters specifically designated on the agenda.
- (4) The Condominium Unit Owner may speak only once at a Meeting.

(b) THE RIGHT OF UNIT OWNERS TO TAPE RECORD OR VIDEOTAPE MEETINGS

A Unit Owner shall have the right to tape record or videotape a Meeting provided the Association has received a written request at least 24 hours in advance of the scheduled Meeting. The following restrictions shall apply:

- (I) The audio and/or video equipment and devices must not produce distracting sound or light emissions, nor may such equipment and devices require the use of electrical outlets.
- (2) The audio and/or video equipment must be assembled and placed in position in advance of the scheduled time for the commencement of the Meeting. Equipment may not be placed on the table where the Board is seated; a front row seat will be reserved for the Unit owner and a tripod may be setup, but only at a height which does not obstruct the line of sight from other seats in the meeting room.
- (3) The Unit owner videotaping or recording the Meeting shall not be permitted to move about the meeting room in order to facilitate the recording.

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<u>VISTAS ON BENEVA</u>

Parking Registration Form

		Owner [Renter	
Name		Unit #	# of Residents	# of cars Maximum 2 Cars
Phone #:_		Cell#		
Email Addr	ess:			
Car # 1:	Make M	odel	Tag Number	
Car # 2:	MakeM	odel	Tag Number	
Owner's na Addre	ame or Rental Agent	ne following information		
Do you have any	y pets? W	/hat kind(s)?	How r	many?
		it is my responsibility in have to purchase a ne		and update this registration e vehicles.
Signature:				

If you do not have the new stickers displayed on your vehicle by May 19th your vehicle will be subject to towing at your expense.

Parking Policy Lease Addendum

All vehicles parked in a resident space must clearly display a valid parkesident permits must be installed on the exterior rear of your vehicle. Visito in spaces marked as VISITOR. VEHICLES WITHOUT PROPERLY DISPERMITS IN RESIDENT SPACES WILL BE TOWED IMMEDIATEI WITHOUT NOTICE!	ors must park PLAYED
Any vehicle that is on jacks, blocks or otherwise in an unsafe manner, parked, blocking a dumpster, parked on sidewalks or landscaping, taking up to one parking space, parked in a fire lane or parked in a handicapped spot with proper permit, will be towed immediately without notice regardless of parkit verification.	more than out the
Gasoline powered vehicles including motorcycles, scooters, ATV's et within 5 feet of a residential structure, in a hallway or building entrance will immediately.	-
Vehicles that are inoperable, have expired or missing license plates or otherwise not roadworthy will be towed immediately without notice regardle parking verification.	
Vehicles may have warnings issued for infractions such as flat tires, lead or other items at management's discretion and in such a case the violation much corrected or vehicle removed from the property within the allotted timeframe the vehicle will be towed with no further warning issued.	ust be
Only those residents on the Lease will receive a parking decal	
If your decal is improperly placed where towing personnel cannot see vehicle may be towed.	it your
If you purchase a new vehicle you must bring your registration into the for verification and we will issue a new decal. Old decals are not transferable	
All visitors on property must park ONLY in a designated visitor space	>.
Residents are responsible for informing guests of our parking policies.	
Vehicles will be towed at their owner's expense. Management is not refor damages or loss.	esponsible
Resident Date	_
Resident Date	_
Property Agent Date	_

Permit placement instructions.

Your permit MUST be placed on the outside rear of your vehicle. We recommend placing them on the rear window or rear bumper. Make sure to first clean the area with glass cleaner or alcohol before applying to ensure a proper bond.

Instrucciones de la colocación del permiso.

Su permiso SE DEBE poner en la parte posterior exterior de su vehículo. Recomendamos el colocar de ellos en la ventana posterior o el tope posterior. Cerciórese de primero a limpio el área con el limpiador de cristal o el alcohol antes de aplicar para asegurar un enlace apropiado.

