

# Gulfstream Villas HOA



**1771 Gulfstream Ave. BLDG. A**

**Ft. Pierce, FL 34949**

[gulfstreamvillas@gmail.com](mailto:gulfstreamvillas@gmail.com)

## **Buyer/Lessee Application**

**The attached application must be completed and returned to the HOA Board of Directors: 1771 Gulfstream Ave, Bldg. A, Ft. Pierce, FL 34949**

It is the Buyer/Lessee's responsibility to review and be familiar with the Rules & Regulations of the Gulfstream Villas Homeowners Association. Your signature is an affirmation that you have read and agree to abide by the Rules and Regulations as set forth by the Gulfstream Villas HOA.

I have read, understand, and agree to the following documents:

1. Buyer/Lessee Application
2. Rules and Regulations of Gulfstream Villas HOA
3. Gulfstream Villas Pet Policy
4. Covenants of the Gulfstream Villas HOA
5. Gulfstream Villas Work Order/Community Concern Form
6. Gulfstream Villas WEB page: [www.gulfstreamvillas.org](http://www.gulfstreamvillas.org)

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Effective as of 06-2011

**Gulfstream Villas Owners Association, Inc.**



The information requested below **MUST** be completed in its entirety.

**Lessee's full name:** \_\_\_\_\_ Age: \_\_\_\_\_

D.O.B. \_\_\_\_/\_\_\_\_/\_\_\_\_ SS#: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Spouse's full name:** \_\_\_\_\_ Age: \_\_\_\_\_

D.O.B. \_\_\_\_/\_\_\_\_/\_\_\_\_ SS#: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Children:**

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_

**Other occupants:** \_\_\_\_\_ None (\_\_\_\_)

Your Phone #: \_\_\_\_\_ E Mail: \_\_\_\_\_

Your previous address:

\_\_\_\_\_

Did you rent (\_\_\_\_) or Own (\_\_\_\_)

**Present Employer:** \_\_\_\_\_

Address: \_\_\_\_\_

How long: \_\_\_\_\_

Supervisor's name: \_\_\_\_\_ Contact phone # \_\_\_\_\_

**Spouse's employer:** \_\_\_\_\_

Address: \_\_\_\_\_

How long: \_\_\_\_\_

Supervisor's name: \_\_\_\_\_ Contact phone # \_\_\_\_\_

Will Gulfstream Villas be your legal address: Yes\_\_\_\_ No \_\_\_\_

Give dates for term of lease: From \_\_\_\_\_ to \_\_\_\_\_

**Vehicle description:** make, year, color, and tag number:

1. \_\_\_\_\_

2. \_\_\_\_\_

Each unit is provided two (2) assigned parking spaces, one covered and one uncovered. Please park in the designated space.

**Please provide two references (exclude relatives, unit owner)**

1. \_\_\_\_\_ phone#: \_\_\_\_\_

2. \_\_\_\_\_ phone#: \_\_\_\_\_

**Please note: Only unit OWNERS are permitted pets. Lessees are NOT permitted pets.**

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**GULFSTREAM VILLAS HOA INC.  
ACKNOWLEDGEMENT**

I agree to abide by the rules and regulations of the Gulfstream Villas Homeowners Association Inc., and I am subject to the Declaration of Covenants of Gulfstream Villas Homeowners Association Inc. Failure to comply with terms and conditions thereof shall be a material default and breach of the lease agreement.

Owner(s) 1. \_\_\_\_\_ 2. \_\_\_\_\_

Lessee/Purchaser 1. \_\_\_\_\_

Lessee/Purchaser 2. \_\_\_\_\_

Date: \_\_\_\_\_

HAVE YOU EVER BEEN CONVICTED OF A CRIME, PLEAD GUILTY OR NO CONTEST TO A CRIMINAL CHARGE, OR ENTERED AN AGREEMENT SETTING FORTH THE TERMS LEADING TO THE REDUCTION OR DISMISSAL OF THE CHARGES?

Yes (\_\_\_\_) or No (\_\_\_\_)

If "yes" please describe:

\_\_\_\_\_

Where convicted: \_\_\_\_\_ When: \_\_\_\_\_

**PLEASE READ ALL TERMS BELOW AND SIGN:**

It is understood that the premises are to be used as a residence to be occupied by not more than \_\_\_\_\_ persons, and occupancy is subject to possession being delivered by present occupant. A non-refundable application fee of \$90.00 paid to the Association with the clear understanding that this application, including each prospective occupant, is subject to approval and acceptance by the Association in its sole discretion. *I hereby authorize the Association to obtain information it deems desirable in the processing of my application, including credit reports, civil or criminal actions, rental history, employment/salary details, police and vehicle reports, and any other relevant information. I release the Association, its employees and agents, from all liability for any damage whatsoever incurred in the furnishing or obtaining such information.* Applicant understands that in no event is the application fee refundable. The applicant hereby waives any claim for damages by reason of non-acceptance of the application which the Association or its agents reject without stating reasons for so doing. It is further agreed that if any information herein is false, the lease made on the strength of this application may, at the option of the Association be terminated at any time.

Applicants Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Co-Applicants signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**APPLICATION INSTRUCTIONS:**

1. Fill out the notification completely and submit to Gulfstream Villas Owners Association, 1771 Unit – A Gulfstream Avenue, Ft. Pierce, FL 34949, or Fax to 561-945-5150. Please allow 10 days for review and action to be taken by the Gulfstream Villas HOA board. There is a \$90.00 Non-Refundable application fee, for both rental and sales, payable to Gulfstream Villas Owners Association Inc. (ONE TIME FOR RETURNING SEASONAL RENTERS)
2. Above signed acceptance of the Rules and Regulations must be submitted along with the application, as well as a copy of the lease agreement or the purchase contract.

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### **ASSUMPTION OF OBLIGATIONS**

The undersigned, desiring to be approved by the Board of Directors of Gulfstream Villas Homeowners Association, Inc. as a Purchaser/Lessee of the above described townhouse unit, does hereby acknowledge that if approved, the said townhouse unit shall be occupied subject to all of the terms, provisions and conditions of the Protective Covenants and the Charter of the Association, exhibits and amendments thereto, and to the rules and regulations promulgated from time to time by the Board of Directors, and further agrees that in the event the Association shall deem it necessary to retain counsel or initiate legal proceedings for the purpose of enforcing the provisions of any of the said documents as to the undersigned, the Association shall be entitled to recover in such event and in any such action its costs and reasonable attorney's fees incurred, in addition to any other relief or damages to which the Association might be entitled.

The undersigned further agrees that in the event of approval by the Association and upon acquiring title to the townhouse unit he (they) will thereupon, and by the act of acquiring title, acknowledge, assume and be subject to the terms and conditions of the Acknowledgement and Acceptance by Grantee(s) attached hereto.

If approved for membership, the undersigned hereby agrees to abide by the present and amended Rules and Regulations issued by the Board of Directors under the authority granted to them. All rules and regulations including Protective Covenants and the Charter can be found at [www.gulfstreamvillas.org](http://www.gulfstreamvillas.org)

### **BOARD ASSUMES AUTHORITY OF UNIT OWNER DURING OWNERS ABSENCE:**

Tenant/Lessee agrees to a 90 day period from the approval date of this application for the board to review tenant/lessee's obligation to comply with the protective covenants, rules, and regulations issued by the Board of Directors. Should the Board determine that the tenant/lessee is not complying with any of the above, the lease may be determined null and void for the continued occupation of said property. A certified letter will be mailed to the unit owner (and tenant) requesting the unit be vacated within 30 days. Should the tenant not vacate the unit within 30 days, the tenant and all occupants of the unit will be considered trespassing when on any common property of the HOA, **(810.08 f.s.)** all tenant privileges revoked and legal action will be taken.

Unit Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Board Representative: \_\_\_\_\_ Date: \_\_\_\_\_

The foregoing application having been duly considered by 2 or more Board of Directors of the Association: On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ was:  
Approved (\_\_\_\_) Disapproved (\_\_\_\_)

SIGNATURES OF PRESIDENT OR DESIGNEE: \_\_\_\_\_  
BOARD MEMBER(S):

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

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## Comments or Notes Pertaining to Application

# Gulfstream Villas Home Owners Association

## Rule and Regulations

The following use restrictions and regulations shall be adhered to by each townhouse owner at Gulfstream Villas.

- A. No owner or lessee or guest of owner, shall make or permit any disturbance that will interfere with the rights, comforts or convenience of others. Stereos, television, radios, or musical instruments must be played in a reasonable manner so as not to disturb other residents. Pets must be kept quiet as well.
- B. Pets may be kept in units at Gulfstream Villas, pursuant to rules and regulations promulgated by the Association. A pet permission agreement is required as the condition of the keeping of a pet. Offensive pets will be removed by the Association after notice to the owner. In the event legal proceedings are necessitated to effectuate such removal, the prevailing party shall be entitled to recover the costs of the proceedings and reasonable Attorney's fees. Pets shall be restricted to no more than one pet per dwelling. A pet shall mean a dog or a cat which does not exceed 15 inches in height or 20 pounds at maturity. Guests and lessees are not permitted to have pets at Gulfstream Villas. A deposit of \$150.00 shall be required and will be refundable or partially refundable dependent on whether and to what extent the pet does damage to common areas.
- C. Pets shall be kept on a leash at all times when out of doors. They shall not be walked or exercised on common areas other than immediately surrounding the unit owner's patio. The owner of each pet shall be required to clean up after the pet in order to maintain the common property.
- D. Trash and garbage shall be placed in receptacles. All trash and garbage, except newspapers, shall be placed in plastic bags and tied securely before being placed in receptacles. After garbage pick-up, on same day, all receptacles must be returned to carport.
- E. Upon the resale of any Townhouse unit, the new owner shall notify the Association of the change of ownership within ten (10) days of closing and shall deliver to the Association a copy of the deed so that the name and proper mailing address of the new owner may be noted upon the records kept by the Association.
- F. Outdoor Barbecue cookers or smokers shall be used within the confines of the fenced patio area only.
- G. No clothes or articles shall be hung out of doors for any purpose whatsoever, except within the unit owners fenced in patio below the height of the fence.

- H. Bicycles, toys or clutter shall at no time be left outside of the fenced patio areas. Such items, so left, shall be subject to impoundment pursuant to rules and regulations promulgated by the Association.
- I. There shall be no assembling or disassembling of motor vehicles upon any of the Common Property areas of Gulfstream Villas except for emergency repairs.
- J. Pursuant to regulations of the Association, the parking of trucks, vans, motorcycles, boats, trailers, motorhomes, buses and other such vehicles upon the Common Property of Gulfstream Villas may be restricted or disallowed. All motor vehicles must be parked and maintained so as not to create an eyesore to the community.
- K. Only two vehicles per unit are permitted.
- L. Owners or their lessees shall be held responsible by the Association for all property damage to common areas caused by them or their dependents or guests.
- M. No signs of any kind on or in any exterior portion of the dwelling units or any of the common areas.
- N. Unit owners must have approval of the Board to install such items as:
  - 1. Hurricane Shutters
  - 2. Screen Enclosures
  - 3. Planting outside of fenced areas
- O. Each townhouse unit is equipped with cable television installation, and in no event shall TV or radio antennas be permitted on the exteriors of any buildings or units. Any existing antennas must be removed within fifteen (15) days.
- P. No occupancy, sale or lease of a unit is authorized or permitted until written approval has been given by the Board of Directors of the Association. No un-approved sale, lease or occupancy shall have any validity, provided that the said Board may not arbitrarily withhold its approval but must grant such approval unless the requested sale, lease or occupancy would be detrimental to the best interest of the owners of units in Gulfstream Villas.
- Q. All units shall be occupied only as a single family private dwelling and no rooms may be rented to transients.
- R. All leases must be for two (2) months or longer unless the Board of Directors specifically grants an exemption hereto.
- S. Any cost of repairing any damage to the exterior of a unit which was caused by the positive act of or through the negligence of an occupant of said unit would have to be paid for by the owner of the said unit.



### **Procedures for Owners Absence**

In order for the Association to properly maintain and care for the property in the absence of the owner, all owners shall provide the Association with the means of entry in case of emergencies or necessary repairs. Any unit owner who plans to be absent for an extended period of time should notify the Board of Directors or its agent concerning the intended absence. If an automobile is to remain on the premises, the owner shall provide keys for such vehicle to a responsible caretaker and the name and telephone number of such caretaker must be provide to the Board or the Management Firm. Each owner who plans to be absent during hurricane season must prepare the courtyards by removing potted plants, movable objects and furniture. Water is to be turned off and power supply to water heater should be turned off also.