

A decorative graphic consisting of three blue circles of varying sizes and two thin blue lines. One line starts from the top left and goes down to the middle circle. The other line starts from the top right and goes down to the bottom circle. The circles are arranged vertically, with the largest at the top, a medium one in the middle, and the largest at the bottom.

SALES PACKET 2018
Gulfstream Towers Association, Inc.

Contents of the Sales Packet consists of:

- 1) Sale Process
 - 2) Moving In / Out
 - 3) Association Requirements for the Sale of the Unit
 - 4) Disclosures: Building Information
-

SALES PACKET

Please review this information carefully. The information contained in this sales packet was compiled in accordance with the Associations Rules and Regulations, the Declaration & By-Laws, the Condominium Act, and answers common questions related to unit sales in the building.

The purpose of this packet is to explain the procedures for moving out of your unit, state the requirements for the sale of your unit, provide disclosure information and communicate the policies for new owners moving in.

This packet is inclusive of materials for both the seller and purchaser. It is advisable for you to duplicate the information in this packet and distribute as needed to all parties involved, such as agents, attorneys, appraisers, lenders, etc. At any time you, your agents, or the purchasers have questions, or require assistance with this process, please feel free to contact the Office at (941) 955-7534. We will work to make the process as smooth as possible.

I. PROCESS SALES

The following forms must be supplied to the purchaser by the Seller:

D Right of First Refusal (ROFR): According to the Bylaws, Article ____ Section ____ the Board of Directors have the ROFR

D Application to become an owner in GST form

Condo Fee: quarterly ~\$1,550 based on 0.01 ownership percentage for unit

D No Special Assessments

D Budget / Reserves: copy of the fully-funded budget

D Parking: not assigned with unit, board of directors assign parking as needed; 70 units with 52 parking spaces

D Governing Documents and Rules and Regulations must be provided to purchaser

The Office will supply the listing Sales Association the following forms:

D Application Approval form must accompany \$100.00 to cover background check

D An interview either in person or via telephone will be scheduled

D Voting Certificate

RENTAL {Must be part of the "14" allowed rental not more than once per calendar year }

II. MOVING IN/OUT PROCEDURES

(NOTE: If your unit is occupied by a tenant, it is your responsibility to make sure your tenant understands and adheres to these procedures as non-compliance may hinder the sale of your

unit.)

D Notification of Moving – Communicate with the Office (941) 955-7534 or via email info@gulfstreamtowers.comcastbiz.net during business hours for notification of the timeframe of the move in/out. Elevator pads must be put up before the commencement of moving. For all move outs, all associated fees/deposits must be paid to the Management Office.

D Moving Protocol – Upon receipt of the non-refundable service fee, the non-refundable administrative fee (for move-ins only), the refundable security deposit, and completion of orientation (for move ins only) you may schedule the usage of the elevator time with the Office. The moving schedule is as follows:

Monday - Friday: 8:30 am -4:00 pm;
No moving on either Saturday or Sundays or Holiday

D Fob Activation – Once this process is completed and the move-in is underway and the new fobs are issued at \$25.00 per fob.

D Fob De-Activation – Once the move-out is complete, Management will de-activate all fobs registered to your unit; they can be turned over to the new residents and re-activated upon request.

D Keys - For the bike room and gym are issued at move-in time.

Miscellaneous Information

If you are selling your unit and the unit is vacant, the service fee and deposit are not required unless records show it was occupied in the past and the service fees in conjunction to a move out were not paid. If the unit is vacant, and will be intended to be occupied by a tenant, the service fee and deposit will be required at the time when such tenant is scheduled to move into your unit. The purchaser should obtain the Association's governing documents (Declaration, Articles, Bylaws, and Rules and Regulations) from the seller for processing.

Management and the Association apologize in advance in the event of scheduling conflicts, emergencies, and unexpected or scheduled maintenance that force rescheduling of any anticipated moves. While some events are beyond the power of Management to control, the staff will work as diligently as possible to see that your sale and move proceed as planned. If rescheduling is necessary, the Association's fees will still be due, but the staff will ensure that as much flexibility is extended to mitigate any inconveniences.

III. ASSOCIATION REQUIREMENTS FOR THE SALE OF A UNIT

(NOTE: This section can be used by sellers as a checklist for planning and gathering the materials needed by the Association. Starred (*) items are materials needed to secure the release of the Paid Assessment Letter which will be required at closing to complete the sales transaction.)

1. _____ *Notice of Intent to Sell. Please complete the attached form "S-A".
2. _____ *Executed Sales Contract. A clear copy must be provided along with any riders to the contract.

3. _____ *\$100.00 Non-refundable Application Fee. The refundable security deposit will be held by the Management Office until the completion of the move and after the new owner completes mandatory orientation with the Management Office. Provided no damages occur to the elevator or common areas during the move-in or move-out, the remitter of the security deposit check can retrieve it from the Management Office.

4. _____ *Incoming Resident Information Sheet. Purchaser must complete the attached form “S-B”.

5. _____ *Emergency Contact Information. Purchases must complete the attached Emergency Contact Information Form “S-E”.

6. _____ *Disclosure of Directory Information: Purchaser must complete the attached Directory Disclosure form to verify email, phone number and _____ be published in directory “S-D”.

7. _____ *Governing Documents Acknowledgement. Seller must turn over the Declaration, Articles, and Bylaws, and the Rules and Regulations to the purchaser, and the purchaser must complete the attached form “S-C”.

8. _____ Orientation. An orientation, conducted by Management, must be held with the purchaser prior to moving in. The orientation will allow the purchaser to be professionally welcomed to the building, receive detailed information regarding the amenities and provide an opportunity for questions and answers. During the orientation, the Associations governing documents can be reviewed and pertinent data will be collected to update the Associations records once the sale is closed. To schedule, please contact the Management Office at (941) 955-7534.

9. _____ Closing Documents. A clear copy of the RESPA/HUD settlement statement must be presented to the Management Office following the closing.

10. _____ Proof of Insurance. The purchaser must provide proof of homeowner’s insurance for the unit purchased, within 30 days of the move in.

11. _____ *Fitness Center and Parcel Waiver. Purchaser must complete the attached

Fitness Center Waiver and Parcel Waiver.

**NOTE: Per the Association’s Rules and Regulations, if any of these procedures are not followed, the elevator deposit will be forfeited, as well as the possibility of the assessment of a fine to the new owners account. The seller is considered responsible to see to it that all this information is completed, signed and returned to the Management Office prior to sale. We recommend that sellers direct their agents to forward the necessary materials to the purchaser’s agents. If there are any questions or confusion regarding these procedures, you may contact the Management Office at (941) 955-7534. You may also refer to the Association’s Rules and Regulations handbook for more details.

IV. DISCLOSURE & BUILDING INFORMATION

The following statements are provided to comply with the requirements set forth in Section 22.1 of the Condominium Act.

1. A copy of the Declaration, Articles and By-laws and Rules and Regulations should be obtained from the current owner of record. If this is not available, a copy may be purchased from the Management

Office for \$50.00

2. An esstopel certification statement of unpaid or paid liens and assessments will be provided upon completion and receipt of all Association requirements for a sale, noted in Section II.

3. A statement of any capital expenditures anticipated by the unit owner's association within the current of succeeding two fiscal years:

4. The 5-year Strategic Plan of the status and amount of any reserve for replacement fund and any portion of such fund earmarked for any specified project by the Board of Directors:_____

5. A copy of the statement of financial condition of the Association for the last fiscal year is available in the Management Office or may be obtained by the current owner.

6. There is no pending litigation in which Association is a party.

7. All insurance inquiries should be directed to the Associations insurance agents, Signature Insurance.

8. Should there be any improvements or alterations made to the unit, or the limited common elements assigned thereto, by the prior unit owner, they are in good faith believed to be Sarasota County code compliant.

Other Building Information

- 10 stories, 70 units of which all have been sold by the original developer
- 2 passenger elevators
- Built in 1960 as a Cooperative
- Turned over to Owners in November, 1964 as a Condominium
- All common areas are completed.
- Rentals are a minimum of 3 months; no more than once per calendar year. No more than 14 units can be rented in one calendar year. Rental timeframe is calculated on the date rent commenced.
- Ownership of individual units and common elements is fee simple by fraction
- Owners have sole interest in facilities
- Contact Management Office for the most recent owner occupancy %
- Laundry area on each floor
- Wireless internet

Amenities include: cable, water, trash removal, recycling, property insurance, bike room, fitness center, pool, social room, kitchen area, newly updated WiFi for all areas and security cameras.

To the best of our knowledge, this information is believed to be true and accurate

Acknowledged: *Bruce Bergen* Title: Board of Directors - President

FORM S-A

NOTICE OF INTENTION TO SELL A CONDOMINIUM UNIT

To: Gulfstream Towers Association

Date: _____

1. STATEMENT OF INTENTION TO SELL UNIT

In accordance with the regulations under the Declaration of Condominium, Articles, and By-Laws and the Rules and Regulations adopted by the Board of Directors of the Gulfstream Towers Condominium Association, I (we) hereby submit this Notice of Intention to Sell the above described unit to the party or parties (and only those parties) named in Section 2 below, and upon the terms specified in that section. The tender to and receipt by the Association of this Notice and an executed copy of the Sales contract and the Incoming Owner Information Form shall constitute valid notice to my (our) intention to sell/lease the above unit.

Further, I (we) understand that pursuant to section 22.1 of the Florida Condominium Property Act, I (we) are responsible for gathering the information needed by persons interested in purchasing the unit and therefore agree that I (we) or my (our) agent(s) will be the only person(s) authorized to contact the Management Office for such information.

I (we) understand that by submission of this fully executed notice, I (we) here by agree to hold harmless the aforementioned Condominium Association and its officers, directors, staff, and employees for the release of any information requested by me (us) or my (our) agent(s).

I / We, the owner(s) of unit # _____, affirm my (our) understanding of the agreement with provisions set forth in Section 1 above

Owner #1:	Owner #2.
Name:	Name:
Signature	Signature
Date:	Date:

2. SUMMARY OF TERMS OF SALE

Name of Purchaser(s): _____
 Address: _____ Unit. No. _____
 City, State, Zip: _____
 Home Phone: _____ Cell Phone: _____
 E-Mail: _____ Sale Price: _____
 I / We, the owner(s) of unit # _____, certify the information supplied in Section 2.

Owner #1:	Owner #2.
Name:	Name:
Signature	Signature
Date:	Date:

FORM S-B

INCOMING OWNER INFORMATION

UNIT # _____

Name(s) in which unit will be held: _____

If more than one owner and only one party signed contract, please list name(s) of other(s): _____

Please complete the following information for the person(s) who will be residing in the unit:

Voting Representative: _____

RESIDENT #1

Name: _____ Address: _____

Phone #: _____ Phone #: _____

Current Address: _____

Employer's Name and Work Phone Number: _____

RESIDENT #2

Name: _____ Address: _____

Phone #: _____ Phone #: _____

Current Address: _____

Employer's Name and Work Phone Number: _____

RESIDENT CHILDREN:

_____ Age: _____

_____ Age: _____

Describe any pet that will be kept in the unit including approximate weight:

MORTGAGE COMPANY INFORMATION

Mortgage Company Name: _____

Address, City, State, Zip: _____

Telephone Number: _____

Mortgage Account Number: _____

Owner #1:	Owner #2.
Name:	Name:
Signature	Signature
Date:	Date:

FORM S-C

ACKNOWLEDGEMENT OF THE ASSOCIATIONS GOVERNING DOCUMENTS

I am the purchaser of Unit # _____. This is to acknowledge I have received, reviewed, understand, and agree to comply with the Gulfstream Towers Association Declaration of Condominium, Articles, and Bylaws and Rules and Regulations. Furthermore, should any amendment to such Condominium Instruments take effect at any time during my occupancy, I hereby acknowledge my responsibility to abide by the policies contained therein.

Owner #1:	Owner #2:
Name:	Name:
Signature:	Signature:
Date:	Date:

FORM S-D

DIRECTORY DISCLOSURE

Please verify by checking the box of the information you will permit to be listed in the directory:

<input type="checkbox"/>	Email	<input type="checkbox"/>	Phone number
<input type="checkbox"/>	Fax Number	<input type="checkbox"/>	Other

FORM S-E

EMERGENCY CONTACT INFORMATION

Name		
Address		
Phone		
Cell		
Relationship		

Miscellaneous Information

Management Contact Information:

Office Phone Number: (941) 955-7534 Fax Number: (941) 955-7533

The Management Office Hours are as follows:

Monday to Friday: 8:30am-5:00pm

Maintenance Protocol:

Any maintenance request that needs to be completed in a unit can only be submitted by the homeowner of the unit and coordinated by the unit owner. Owners may contact the office to request an approved vendor to do the work. The office coordinates work in the common areas with approved licensed and insured vendors

Cable and Internet:

Every unit is equipped with basic TV cable. Owners pay for this basic service via the monthly assessment. If you choose to upgrade your cable service or have any customer service related questions regarding your cable please contact Comcast Cable. A digitized black box is now needed to view certain channels. Owners obtain the box directly from Comcast at no extra charge.

Wireless internet is available via Comcast. Contact the office for setup instructions.

Pets:

Owners are permitted to have one pet per unit. The weight limit is 15lbs. Please refer to the Gulfstream Towers Rules and Regulations regarding household pets.

Storage Lockers:

Gulfstream Towers offers storage spaces for each unit.

Bicycles:

Bicycles must be stored in the designated Bike Room on the garage level of the building. All bicycles must be registered with the Management Office and must display the owners info.

Association Website:

Gulfstream Towers has a website that contains a great amount of useful information. Residents can find the Association rules and regulations, standard forms, reports and association announcements on the website. To log onto the Gulfstream Towers website, go to: www.gulfstreamtowers.org.

Parking:

The parking garage has 52 spaces for 70 unit owners. These spaces are assigned by the office. Please let the office know if you will be leaving your space for any extended time.

FPL Electricity: The electricity within a unit is the occupant's responsibility. Please contact FPL to be certain that the electricity bill has been transferred to your name and is being mailed to your unit address.

Unit Re-keying: For security purposes, Management recommends that when a new owner takes possession of a unit, that the unit door be re-keyed. If unit keys are re-keyed, it is the responsibility of the owner to ensure the office receives a copy of the key.

WAIVER FOR ACCEPTANCE OF PARCELS

Gulfstream Towers Association is willing to accept and hold parcels pursuant to your request on the condition that you, on your own behalf and on behalf of all occupants of your unit, fully and unconditionally release Gulfstream Towers Association, and all agents and employees from any and all claims and liabilities of whatever nature which may arise in connection with Gulfstream Towers

Association accepting and holding parcels, including, without limitation, claims based on loss of or damage to any items so accepted and held by Gulfstream Towers Association. Unless other arrangements are made, if your package is not picked up within three (3) days, your package will be returned to its sender.

If you agree to the above terms, please sign the bottom of this agreement. If you do not sign this agreement, we will be unable to accept any parcels addressed to your unit.

Unit #: _____

Resident #1:	Resident #2.
Name:	Name:
Signature	Signature
Date:	Date:

FITNESS CENTER LIABILITY WAIVER

By my/our signature(s) below, I/we acknowledge that I/we assume full responsibility for my/our safety and I/we understand and appreciate the risks involved in using the exercise equipment located in the fitness center owned and operated by GULFSTREAM TOWERS ASSOCIATION.

I/we am/are aware that I/we should contact my/our physician before I/we start any new exercise program, especially if I/we have not exercised regularly for a period of three (3) months prior to starting at the fitness center owned and operated by GULFSTREAM TOWERS ASSOCIATION.

I/we understand that the officers, agents and employees of Gulfstream Towers Condominium Association are not liable under any theory of liability for any injuries or other damages I/we may suffer as a result of said equipment.

I/we further understand and agree that the equipment at the fitness center owned and operated by GULFSTREAM TOWERS ASSOCIATION is solely for the use of the Residents and their guest(s). I/we also understand and agree that I/we will use the GULFSTREAM TOWERS FITNESS CENTER only during the hours designated by the Rules & Regulations, as updated from time to time, of the Gulfstream Towers Association.

I/we further understand that the officers, agents and employees of Gulfstream Towers Association make neither representation nor expressed or implied warranties as to the quality of the equipment.

I/we fully understand these terms and give my/our signature(s) to this liability waiver agreement of my/our own volition.

Unit #: _____

Resident #1:	Resident #2.
Name:	Name:
Signature	Signature
Date:	Date:



TENANT SCREENING RELEASE FORM

NOTICE TO APPLICANT REGARDING BACKGROUND INVESTIGATION

Notice is hereby given that _____ ("Requestor") intends to instruct ALLSTAR BACKGROUNDS, a Consumer Reporting Agency, as defined by the Fair Credit Reporting Act ("FCRA"), to obtain information about you in the course of Requestor's consideration of your application for tenancy. Thus you may be the subject of a "consumer report," or possibly an "investigative consumer report," defined by the FCRA as a background report that includes information about one's character, general reputation, personal characteristics and mode of living, and that might involve personal interviews with sources such as neighbors, friends or associates. Reports may include your Credit Report and reports may be obtained at any time after receipt of authorization and may be updated periodically if you remain a tenant, as permitted by law. The scope of this notice and authorization is all-encompassing, allowing Requestor and its agent to obtain from any outside organization all types of consumer reports and investigative consumer reports now and throughout the course of your tenancy, to the extent permitted by law.

APPLICANT'S ACKNOWLEDGMENT AND AUTHORIZATION

By signing below, I acknowledge receipt of a "NOTICE REGARDING BACKGROUND INVESTIGATION" and "A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT" and certify that I have read and understand both documents. Furthermore, I hereby authorize the obtaining of consumer reports and/or investigative consumer reports at any time, as long as I remain an employee, volunteer or tenant of Requestor, to the extent permitted by law. To this end, I hereby authorize, without reservation, any law enforcement agency, administrator, state or federal agency, institution, school or university, information service bureau, employer, drug screening firm, reference, landlord, and/or its record custodian, to furnish any and all background information sought by Requestor or by ALLSTAR BACKGROUNDS, acting on Requestor's behalf. I agree that a photocopy or fax of this Authorization shall be as valid as the original.

I understand that I may contact ALLSTAR BACKGROUNDS to request a copy of any Consumer Report about me, if one is obtained by Requestor. I understand that I have the right, upon written request made within a reasonable time, to inquire about the nature and substance of the information about me contained in ALLSTAR BACKGROUNDS's files. I understand that I have the right to inspect those files during regular business hours, having given reasonable notice and provided proper identification, and that I may be accompanied by one other person. I understand that I should direct such a request to ALLSTAR BACKGROUNDS, and that ALLSTAR BACKGROUNDS is required to make available to me someone who can explain the contents of my file.

By checking this box, _____ I indicate that I would like to receive a copy of any Investigative Consumer Report about me, if one is obtained by Requestor.

Your Email Address: _____

Signature: _____

Date: _____

PLEASE PRINT

First Middle Last
(As it appears on your Driver's License)

Date of Birth (MM/DD/YYYY) (For identification purposes only)

Maiden Name/Any AKAs Social Security Number

Driver's License Number State of Issue

PLEASE PROVIDE 7 YEAR'S ADDRESS HISTORY

Current Address City State Zip Years/Months

Name of Current Landlord Phone Fax

Previous Address City State Zip Years/Months

Previous Address City State Zip Years/Months

PLEASE PROVIDE CURRENT EMPLOYER INFORMATION

Current Employer Address City State Zip

Start Date _____

Applicant: Return this completed, signed **"RELEASE"** page to Requestor.

(FOR OFFICE USE ONLY)

Requestor: Please **UPLOAD** this signed **"RELEASE"** to ALLSTAR BACKGROUNDS or FAX to ALLSTAR BACKGROUNDS at **888-502-1299**

Tenant Screen Package: _____

NAME CHANGE – PROPERTY SOLD

Return to Carolyn Rummel at Carolyn.rummel@signatureinsagency.com Phone 941-748-8555

Date of sale: _____

Policy Number: _____

Seller: (Insured) _____

Print

Sign

Date

Seller: (Insured) _____

Print

Sign

Date

Buyer: _____
Print

Sign

Date

Buyer: _____
Print

Sign

Date

IMPORTANT! Dates MUST be ON or BEFORE closing date in order to change the name on the policy. If dated after the sale date policy must be cancelled and re-written with new effective date.

Agent Signature: _____

Date