



SALES PACKET 2024
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
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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 & Bylaws, 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. For questions, or require assistance with this process, contact the Association Manager at (941) 955-7534 or email at gulfstreamtowersmanager@gmail.com. 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:

- Right of First Refusal (ROFR): According to the Bylaws, Article 14.2 the Board of Directors have the ROFR
- Application to become an owner in GT form
- Condo Fee: quarterly **based on ownership percentage for unit**
- No Special Assessments
- Budget / Reserves: copy of the fully-funded budget
- Sprinkler System Retrofit waived 3 27 2008
- Parking: not assigned with unit board of directors assign parking as needed; 70 units with 49 parking spaces
- Governing Documents and Rules and Regulations must be provided to purchaser

The Onsite Manager will supply the listing Sales Association the following forms:

- Frequently Asked Questions for 2023
- Application Approval form must accompany \$150.00 to cover background check
- An interview either in person or via telephone will be scheduled
- Voting Certificate
- Electronic communication approval

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.)

Notification of Moving – Communicate with the Onsite Manager (941) 955-7534 or via email gulfstreamtowersmanager@gmail.com 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.

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 up to four (4) hours of elevator time with the Front Desk. The moving schedule is as follows:

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

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

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.

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. _____ ***\$150.00 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. _____ ***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.
2. An esstopel certification fee of \$250.00 a 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 (Reserves Study) anticipated by Gulfstream Towers Association
4. A copy of the current financial statement for the Association for the last fiscal year is available online or may be obtained by the current owner.
5. There is no pending litigation in which Association is a party.
6. All insurance inquiries should be directed to the Associations insurance agents, Insurance of Sarasota
7. 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.
8. Sal Picerno, Association Manager, is the designated on-site managing agent of the Association and is designated to receive notices at the Management Office located at 33 South Gulfstream Avenue, Sarasota, FL 34236.

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 time frame is calculated on the date rent commenced.
- New owners cannot lease their unit until 2 years of ownership has been established
- Ownership of individual units and common elements is fee simple by fraction
- Owners have sole interest in facilities
- Contact Management for the most recent owner occupancy %
- Laundry area on each floor

Amenities include: water, trash removal, recycling, property insurance, bike room, fitness center, pool, social room, kitchen area, security cameras and onsite management.

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

Acknowledged: *Sal Picerno* Title: Association Manager

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 Managing Agent, 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

FORM S-E
EMERGENCY CONTACT INFORMATION

Miscellaneous Information

Management Contact Information:

Onsite Manager's Office Phone Number: (941) 955-7534 Fax Number: (941) 955-7533

The Management Office Hours are as follows:

Monday - Friday 9:00am to 4:00pm

The Managing Agent for Gulfstream Towers Association is Sal Picerno.

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 Manager 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 responsible for providing for their own cable and internet access.

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 a bicycle permit. Registration forms and bicycle permits can be obtained from the Management Office.

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. Residents may contact the management office to obtain their username and password for access to the private side of the website. Password is 1960

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.

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: