RIO MAR at SARASOTA RESIDENTS' ASSOCIATION

C/O Casey Condominium Management
4370 S. Tamiami Trail, Suite #102
Sarasota, FL 34231
Phone: 941-922-3391
Fax: 941-921-2254

APPLICATION FOR OCCUPANCY INSTRUCTIONS FOR PURCHASE ONLY

1. A non-refundable application fee of $100.00 in the form of a money order or cashier's check will be accepted made payable to: **Rio Mar at Sarasota**. This is a per household fee.

2. A legible copy of your executed and signed purchase contract and a copy of your driver license or valid ID must accompany this application.

3. PLEASE ALLOW 5 TO 10 BUSINESS DAYS TO PROCESS APPLICATIONS BEFORE YOUR CLOSING DATE.

The Association requires all prospective owners to attend an orientation meeting to learn the rules and regulations of the community. This meeting will take place at the pool area or via Zoom. Failure to comply with the rules and regulations of the community will result in assessed fines.

Failure to comply with the rules and regulations of the community will result in assessed fines.
All prospective owners must complete the application and must submit all the following documents: (please check the following when completed and return all pages of this application)

_____ Association Application.
_____ A legible copy of your executed and signed purchase contract. (All pages)
_____ Pet Registration Form. (No pets, please put N/A and sign the pet registration form)
_____ Copy of valid driver license or identification card for ALL residents
_____ Copy of valid Vehicle Registration and Vehicle Insurance

Mail your completed application to:

RIO MAR at SARASOTA RESIDENTS' ASSOCIATION

C/O Casey Condominium Management
4370 S. Tamiami Trail, Suite #102
Sarasota, FL 34231

APPLICATION FOR OCCUPANCY

Please complete all questions and fill in all blanks. If application is incomplete, this may result in your application not being processed. If the question does not apply, answer N/A.

Address: _____ Lot #: _____

Date of Anticipated Occupancy: _____

Seller's Name: _____

Buyer's Name: _____

Prospective Owner Contact Phone #: _____Cell Phone #: _____

Alternate Address: _____

Email Address: _____

Real Estate Agent Name: _____ Phone # _____

Applicants: Please list all person that will be residing at this residence.

PRINT Full Name:	**Age:**	**Driver License #/State:**	**Relationship to owner:**
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

AGREED & ACCEPTED (Please Initial)

____ If this application is NOT completely and accurately filled out, Rio Mar at Sarasota will not be liable or responsible for any inaccurate information.
____ The applicant warrants that all of the information is true and correct and any intentional misrepresentations, shall be the basis for automatic denial.
_____ I have read and agree to abide by the Association 'Declaration, Articles of Incorporation, Bylaws, and Rules and Regulations.
____ It is the homeowners responsibility to inform Rio Mar of all information changes.

Buyer Signature: _____ Date:

Buyer Signature: _____ Date:

Rio Mar at Sarasota Residents' Association
BACKGROUND CHECK

All adult applicants are requested to complete the information for a background check.

Applicant 1 Name: _____

D-O-B _____ SS# _____

Driver's License # _____State _____

Current Address: _____

Applicant 2 Name: _____

D-O-B _____ SS# _____

Driver's License # _____State _____

Current Address: _____

By signing this form, you acknowledge that the information provided is true and accurate to the best of your knowledge and consent to a criminal background check and/or credit check as applicable.

_____ _____
Applicant Signature Date

_____ _____
Applicant Signature Date

VEHICLE INFORMATION FORM

Rio Mar Address: _____ **Phone / Cell #: _____**

Last: _____ **First**: _____

Last: _____ **First**: _____

Vehicle #1

Make: _____ Model: _____ Year: _____ Tag & State: _____

Vehicle #2

Make: _____ Model: _____ Year: _____ Tag & State: _____

Vehicle #3

Make: _____ Model: _____ Year: _____ Tag & State: _____

Vehicle #4

Make: _____ Model: _____ Year: _____ Tag & State: _____

AGREED & ACCEPTED (Initials)
_____ No overnight street parking.
_____ No blocking sidewalks with vehicles
_____ No commercial vehicles (with lettering or emblems), trucks, boats, trailers, Motor homes, mobile homes, campers, recreational vehicles).

In accordance the Declaration of Covenants, Conditions and Restrictions of Rio Mar at Sarasota ("Declaration"), and the Rio Mar Rules and Regulations reserves the right to tow away any vehicles in violation of the parking policy and/or assess fines for violations in Rio Mar Community.

Signature: _____ Signature: _____

Date: _____

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PET REGISTRATION FORM

Riomar Address:

_____

Pet #1's Name: _____

Manatee County Pet License #_____

Breed: _____ Weight: _____

Color: _____ Age: _____

Pet #2's (if applicable) Name: _____

Manatee County Pet License #_____

Breed: _____ Weight: _____

Color: _____ Age: _____

Pet Owners agrees to the following terms and conditions:

1. No more than two pets of any species or breed are permitted.

2. No animals, livestock, reptiles, or poultry of any kind shall be raised, bred, or kept on or in any Common Areas.

3. No dog, cat or other pet may run loose **(unleashed)** on the Common Areas and all pets must be on a leash not more than six (6) feet long or carried when outside of the Dwellings.

4. Pet Owners agree to adhere to local ordinances, including leash and licensing requirements.

5. Pet Owners agree to furnish the Property Management with a picture of their pet and a copy of a Manatee County Rabies License with this application and a copy upon renewal of the license each year.

6. Pet Owners agree to **clean up** after their pet using waste bags to dispose of their pet's waste properly and quickly in appropriate doggie stations located around the community.

7. Pet Owners agree to keep their pet from being unnecessarily noisy or aggressive and causing any annoyance or discomfort to others and will remedy immediately any complaints made from neighbors or the Property Manager.

8. **Pet Owners agree that at no time are pets allowed in the pool area.**

9. Pet Owners agree to pay immediately for any damage, loss, or expense caused by their pet.

10.Pet Owners agree that this Agreement applies only to the specific pet described above and that no other pet may be substituted.

11. Pet Owners acknowledges and agree that Riomar at Sarasota Homeowners Association is authorized to revoke permission to keep the pet should the pet Owners violate any of the terms of this Agreement or should the pet become a nuisance which determination shall be at the sole discretion of the Board of Directors.

12. Any owner who keeps a pet shall hold the Association harmless against any claims, debts, demands, obligations, costs, and expenses which may be sustained or asserted against the Association of the Board of Directors because of acts of any such pets committed in or about the Property, and the owner will be responsible for repair of all damage caused by such pet.

Signature: _____ Signature: _____

Date: _____

Rio Mar at Sarasota Residents' Association

Rules and Regulations (assembled from the Declaration for easy reference)

The Association shall have the absolute right to regulate the use of the Properties, and may from time to time modify, amend, and supplement the Rules and Regulations. A current copy of all the Rules and Regulations established hereunder, and any modifications, amendments, or supplements thereto, shall be made available at the request of any Owner. Community living requires that each Owner regulate the occupancy and use of his/her home and the Common Areas so as not to disturb any other resident unreasonably or unnecessarily in the occupancy and use of his/her home. With this in mind, rules and regulations have been established and are periodically updated by Rio Mar at Sarasota Residents' Association. (the "Association") to protect each Owner's right to the quiet enjoyment of his/her property. These Rules and Regulations are as follows:

Residential Purpose

All homes shall be used only for residential purposes as a single-family private home for the Owner, the members of his/her family and social guests and for no other purposes. Homes may not be used for business use or for any commercial use whatsoever except for a home office with no business traffic.

Parking

Parking in Rio Mar at Sarasota shall be restricted to private automobiles and passenger-type vans, jeeps, pickup trucks, sport utility vehicles, motorcycles, and motor scooters. No overnight parking is permitted. No person shall park any boat, watercraft, jet ski, boat trailers or RV's other than in a garage. Any commercial vehicle including dump truck, cement mixer, oil or gas truck, panel truck, delivery truck, moving van, panel van or vehicles with commercial lettering, emblems, or logos on them are prohibited to park overnight. All vehicles illegally parked will towed at the owners' expense. No vehicle which is unlicensed or inoperable may be kept or stored on the property, unless kept fully enclosed inside a garage. No repair work to type of motor vehicle, boat or trailer shall be conducted on any lot other than minor repairs, cleaning or waxing which is completed in less than 24 hours. No parking on any grass or common area any time as those vehicles will be towed. It is the responsibility of the owner to make all guests and rental clients aware of the parking rules and regulations. The Board reserves the right to establish additional regulations as it deems appropriate regarding the designation of "parking" and "no parking" areas and shall have the power to enforce all parking and vehicular regulations, including the power to remove, at the sole expense of the owner, vehicles that are in violation of parking and vehicle regulations.

Animal Restrictions

No pets shall be permitted on any portion of the property unless leashed **(See Manatee County Animal Ordinance 12-10)**. No animals, livestock, reptiles, or poultry of any kind shall be raised, bred or kept on or in any area of the Association with the exception of dogs, cats, or other usual and common household pets not to exceed a total of two (2) in number regardless of the type. No dog, cat or other pet may run loose on any part of the property. Under no circumstances will any dog whose breed noted for its viciousness or ill-temper shall be permitted on any portion of the property. Residents must pick up after their pet and dispose of the waste properly. If pet Owners do not pick up after their pet, they will be subject to a $100.00 fine per occurrence. Any Owner who keeps a pet shall hold the Association harmless against any and all claims, debts, demands, obligations, costs and expenses which may be sustained or asserted against the Association because of acts of any such pets committed in or about the property, and the Owner will be responsible for repairs of all damage caused by such pet.

Signs

No Owners or occupants of a home shall post any advertisement of posters, signs, stickers, displays, billboards or other advertising device of any kind including For Rent signs shall be displayed to the public view on any portion of the Property.

Exterior Alterations to Homes or Landscaping

No Owner or occupant of a home shall cause or allow improvements or changes to the structure or exterior of any home or in any manner change the appearance of any portion of the exterior of their home, including landscaping, adding fencing or tree removal without obtaining prior written consent and approval from the Architectural Review Committee (ARC) and the Board of Directors or will be subject to a violation and fine.

Common Areas / Storage

All common areas shall not be obstructed, littered, defaced or misused in any manner whatsoever. No automobile or associated equipment may be dismantled, repaired or serviced (other than emergency work) on the Common Area. No flammable, combustible, or explosive fluids, chemical or substance shall be kept in any common area. Barbeque grills, garbage and recycling bins and any other storage containers are to be stored inside your garage or at the rear of your home. Nothing is to be stored on either side of a home or property. Owners will be subject to violations and fines.

Trash

No home shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash must be put in your trash containers and closed to ensure the contents remains contained. Trash Pick-Up days are as followed: Monday: Trash. Wednesday: Lawn waste. Thursday: Trash and recyclables. Trash containers are to be placed at the curb no earlier than 6:00 PM the evening prior to trash pick-up, this also includes yard waste. Containers are to be removed from curbside no later 8:00 PM the same day of trash pick-up. If your trash container or recycling bins are left outside on non-service days, you will receive a Notice of Violation. All trash containers, including recycling bins must be placed in areas so that they shall not be visible from adjoining lots or from the street.

Property Rental / Leasing Requirements

Leasing of homes are permitted and shall be subject to the prior written approval from the Association. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of the Associations Documents. All tenants must complete the Rio Mar *Tenant Information Sheet* in advance of commencement of lease that is submitted to the Board of Directors. All owners must provide their tenants with a copy of the Rules & Regulations and all tenants must comply with these regulations, the Bylaws, and DOC's. Owners are held responsible for the actions and behavior of their tenants/guests and are financially liable for damage to the common areas, equipment, and for violations of the Rules & Regulations. Any lease or rental agreement must specify that failure to abide by such provisions shall be a default under the lease or rental agreement. Owners shall obtain and deliver to the HOA / Property Manager a written statement from the prospective renters or lessees agreeing to abide by all terms and provisions of the Rules & regulations, the Bylaws and the DOC's. All leases are for a term no less than 3 months and no more than 2 leases per year for the same property address. All owners are responsible for notifying the property manager if a tenant is extending his/her lease past the move out date.

Pool Rules and Regulations:

1. Pool hours are Dawn till Dusk.
2. The Pool is for the sole use of Rio Mar residents and their guests.
3. All swimmers must wear bathing suits.
4. NO Shirts, Shorts or street clothing may be worn in the pool.
5. NO one under the age of 15 is permitted in the pool area without adult supervision.
6. NO food or alcohol is permitted in the pool area.
7. Water in plastic containers only. No glass containers of any kind.
8. All music must be played using personal headphones only.
9. Running, pushing or other boisterous play is prohibited.
10. NO pets in the pool area.
11. NO smoking permitted in the pool area.
12. Towels are to be used on the chairs and chaise lounges.
13. Infants and toddlers must wear swim diapers under bathing suit in the pool.
14. Playing with the lifesaving buoy is not permitted.

Anyone violating the pool rules accordance with the Declaration, Bylaws and Rules and Regulations of the Community will be evicted from the pool.

Window Coverings & Screens

All units must have proper window coverings such as Drapes, Blinds, and/or Shades. Sheets, Towels, foil, cardboard, broken window dressings or other such materials are not allowed. Window Screens must not be ripped, torn, bent or hanging off windows.

Exterior Home Maintenance, Landscaping, Driveways & Walkways

All driveways and walkways must be kept clean, free of weeds, and power washed as needed. No oil residue, paint, dirt, mold or any other substance should be on the exterior of any home, roof, driveway or walkway or will be subject to a violation/fine. All landscaping must be maintained such as lawn cutting, tree and shrub trimming, mulch, and weeding. Any overgrowth of either of those will be subject to a violation and/or fines. Each issue would be a separate fine.

Nuisances

Nothing shall be done or maintained on any home or anywhere on the properties which may be or become an annoyance or nuisance to the occupants of other homes. Owners or occupants of the home shall exercise extreme care to minimize noises in the use of musical instruments, radios, televisions, amplifiers or other loud- speakers in said home. The following is a general list of what is considered a nuisance and not permitted in Rio Mar at Sarasota.

1. Loud music or outdoor parties that disturb the peaceful enjoyment of their accommodations or community facilities. They shall not operate or permitted to operate such devices or other loud instruments in any home between the hours of 11:00 PM and 8:00 AM the following day.
2. Party rental equipment including Bounce Houses and DJs are not permitted on any common area of Rio Mar at Sarasota without written permission of the Association.

3. Cars that are in not registered, in disrepair and/or leak oil must be repaired, or they will be subject to being towed.

Fines

The Association may levy reasonable fines against a home for the failure of the Owner of the home, or its occupant licensee, or invitee, to comply with any provision of the Declaration, the Bylaws, or these or other rules of the Association. No fine may exceed $250.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed $2,500.00 per year. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the homeowner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other homeowners. If the committee does not agree with the fine, the fine may not be levied. Each Owner shall also be liable for any damage done by such Owner or Owner's tenant to any home or Common Area and will be responsible for all attorney's fees incurred by the Association in collection for the cost of such damage.

Holidays and Hurricanes

All holiday decorations may not be in place prior to 30 days before OR later than 30 days after the holiday. All hurricane shutters may not be in place prior to a hurricane warning or longer than 30 days after hurricane warning has been lifted.

Help Out Your Community

If you have concerns about any resident or non-resident and application or interpretation of the community rules such as parking overnight, vandalism, people not cleaning up after their pet, speeding, not disposing of trash properly or pool area rules. Please feel free to contact the Property Manager for clarification.

Signature: _____ Date:

Signature: _____ Date: