

33 South Gulfstream Avenue
Sarasota, FL 34236
Office: (941) 955-7534
Email: gulfstreamtowersmanager@gmail.com

LEASING PACKET

Gulfstream Towers Association, Inc.

2024



LEASING PACKET

POLICY

Whereas, Gulfstream Towers Association, Inc. Amended and Restated Declaration of Condominium, Article XIII grants the right to lease 14 units for a maximum lease term of 12 months.

Whereas, Article XIII grants the Board of Directors the right to adopt rules pertinent to a rental policy, create a waiting list, and approve all leases and renewals or extensions thereof.

Therefore, The Board of Directors approves, and affirms this existing policy, which is stated as follows:

No more than 14 units, at any given time, may be rented for the exclusive occupancy by one or more non-owner tenants. For the purposes of this Rule, a unit is exclusively occupied by one or more non-owner tenants, if the Owner does not simultaneously occupy the unit as his or her principal residence. Unit owners shall be allowed to rent their unit once per calendar year. Lease periods shall be no less than three (3) consecutive months, and no more than twelve (12) consecutive months.

Prior to the execution of any lease, and in addition to any other requirements under the governing documents, the Owner must notify the Board of the Owner's intent to rent his or her unit. After receipt of this notice, the Board shall advise the Owner as to whether the maximum number of units are already being leased in the Condominium. If the maximum number of units are already being leased, the Board shall place the Owner on a waiting list. Owners on the waiting list are listed in priority by the date of notice from the Owner of his or her intent to rent the unit.

Owners who rent their units have no automatic right to re-rent their unit unless the owner is renewing a twelve (12) month lease to the same tenant. In such a case, at the conclusion of the lease, the Owner must notify the Board that he or she is re-renting the unit to the same tenant. In such a case, the Owner may re-rent the unit without having to go to the waiting list.

Otherwise, when an existing non-owner tenant vacates a unit, the Owner of that unit shall immediately notify the Board, and that unit may not be re-leased until all Owners on the waiting list, if any, have had a chance to rent their units. An Owner on the waiting list who is notified by the Board of the opportunity to rent his or her unit must present an executed lease to the Board within 30 days of the date of notice that he or she may rent the unit, or that Owner will forfeit his or her position on the waiting list, and that Owner's name will be automatically moved to the end

of the waiting list. The Board will then notify the next owner on the waiting list of his or her opportunity to rent their unit, and so on. Attested to on this day, 13th of July 2015.

Please review the following information carefully. The information contained in this leasing packet was compiled in accordance with the Associations Governing Documents, Rules and Regulations, the Condominium Act, and answers common questions related to leasing units in the building.

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

This packet is inclusive of materials for both the owner and tenant. It is advisable for you to duplicate the information in this packet and distribute as needed to all parties involved, such as agents, property management companies, etc. At any time you, your agents, or the tenants 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. 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 leasing of your unit.)

DDNotification of Moving – Communicate with the Office (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 in/out.

Monday - Friday: 8:00 am -4:00 pm;

No moving or deliveries allowed on Saturday, Sundays or Holiday

DDFob Activation – Once this process is completed and the move-in is scheduled, the new fobs are issued at \$25.00 per fob; paid by tenant and is refundable.

DDFob De-Activation – Once the move-out is complete and Management has refunded the \$25.00 to the previous tenant, we will de-activate all fobs registered to your unit; or they can be turned over to the new residents and re-activated upon request.

DDKeys -for the bike room and gym are issued at move-in time.

II. ASSOCIATION REQUIREMENTS FOR THE LEASING OF A UNIT

(NOTE: This section can be used by owners as a checklist for planning and gathering the materials needed by the Association. Starred (*) items are materials needed to secure the lease of the unit.)

OWNERS:

1. _____*Notice of Intent to Rent. Please complete the attached form “S-A”.
2. _____*Executed Leasing Agreement Contract. A clear copy must be provided along with any riders to the contract. {provided by owner}
3. _____*\$150.00 Non-refundable Application Fee and \$500 Refundable Security Deposit from owner of unit. The refundable security deposit will be held in a non-interest-bearing account. Provided no damages occur to the elevator or common areas during the move-in or move-out, the deposit will be refunded. The owner has the option of rolling it over to the next tenant.
4. _____*Assignment of Rent: Must be signed by owner. {attached}

TENANTS:

1. _____*Tenant Information Sheet. Purchaser must complete the attached form “S-B”.
2. _____*Governing Documents Acknowledgement “S-C”. Owner must provide the tenant with a copy of the following:
 - a. Declaration of Condominium, Articles, and Bylaws, Rules and Regulations
 - b. Amendment to the Leasing Restrictions
 - c. Pet Rule
3. _____*Disclosure of Directory Information: Tenants must complete the attached Directory Disclosure form to verify email, phone number and ___ be published in directory “S-D.
4. _____*Emergency Contact Information. Purchases must complete the attached Emergency Contact Information Form “S-E”.
5. _____*Lease Rider Must be signed by tenant and owner {attached}
6. _____*Background Authorization: Tenant must complete {attached}
7. _____*Orientation / Interview. An orientation, conducted by Management, must be held with the tenant prior to moving in. The orientation will allow the tenant 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 tenant is approved.
8. _____*Fitness Center and Parcel Waiver. Tenant must complete the attached

**NOTE: The owner is considered responsible for seeing to it that all this information is completed, signed and returned to the Management Office prior to lease.

IV. DISCLOSURE & BUILDING INFORMATION

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 and became a Condominium

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 percentages.

Owners have sole interest in facilities.

Contact Management for the most recent owner occupancy %

Laundry area on each floor

Wireless internet

Amenities include: water, trash removal, recycling and 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: Adolfo Burgos

Title: President of the BOD

FORM S-A

NOTICE OF INTENTION TO LEASE A CONDOMINIUM UNIT

To: Gulfstream Towers Association

Date: _____

1. STATEMENT OF INTENTION TO LEASE 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 Lease 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 Tenants contract and the

Incoming Owner Information Form shall constitute valid notice to my (our) intention to lease the above unit.

Further, I (we) understand that pursuant to the Florida Condominium Property Act and Fair Housing Act I (we) are responsible for gathering the information needed by persons interested in leasing 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).

FORM S-A

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 LEASE

Name of Tenant(s): _____
 Address: _____ Unit. No. _____
 City, State, Zip: _____
 Home Phone: _____ Cell Phone: _____
 E-Mail: _____@_____ Lease Price: _____

a. Annual Term from _____ To _____
 b. Six- month term from _____ To _____
 c. Three-month term from _____
 Is unit homesteaded? _____

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

TENANT INFORMATION

UNIT # _____

If more than one tenant 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:

TENANT #1

Name: _____ Address: _____
Phone #: _____ Phone #: _____
Current Address: _____ Email address: _____
Employer's Name and Work Phone Number: _____

TENANT #2

Name: _____ Address: _____
Phone #: _____ Phone #: _____
Current Address: _____
Email address: _____
Employer's Name and Work Phone Number: _____

Vehicle Description:

Make _____
Year _____
Color _____

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

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

FORM S-C

ACKNOWLEDGEMENT OF THE ASSOCIATIONS GOVERNING DOCUMENTS

I am the tenant 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.

Tenant #1:	Tenant #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: 9:00 am-3:00 pm

Maintenance Protocol:

Construction Renovations: Any maintenance request that needs to be completed in a unit will be coordinated by the owner of the unit. Owners may contact the office for recommendations of an approved vendor to do the work. The office coordinates work in the common areas with approved licensed and insured vendors. The office will need a copy of the contractor's license and insurance (liability and workers compensation). If the renovation is over \$1,000.00, you must hire a general contractor per Construction Law. GST is located where we are governed by the City of Sarasota along with the County of Sarasota.

Plumbing: The plumbing in the limited common elements, which are maintained by unit owner, are the pipes servicing only one unit and branches off from the Association stack pipe. If a blockage is in these pipes, the owner / tenant are financially responsible for the repair. If the blockage is in the common pipe, then the Association is responsible. This is compliant with Florida Statutes.

Pets:

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

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 owner's 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. Residents may contact the management office to obtain their username and password for access to the private side of the website.

Parking:

The parking garage has 52 spaces for 70-unit owners. These spaces are assigned by the office. Unit owners shall not assign their space to anyone else. Parking does not convey with the unit. 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 and Mailbox Keys: On mailbox is available and located in the lobby area. Due to liability, Management does not forward or accept any packages. 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 #:

Tenant #1:	Tenant #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 #: _____

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