

Application Instructions for both Purchases and Leases

(This also includes any roommates, occupants, friends, spouses, significant others and family members over the age 18 of living in the home)

*****To Owners, please give this information to your
realtors/prospective buyers and tenants*****

To start your application please copy and paste or click this link to get your application started.

<https://myoasisfl.managebuilding.com/Resident/rental-application/new>

Please follow the directions to set up your account and start your application. Included in this PDF paperwork are additional items that are specific to your community.

This Community is a Condominium or Co-Operative

- Application fees are \$150.00 per person except married couples (we will need a copy of the marriage certificate as proof). Please use the co-signer feature, each person must include their payment information for the application to be uploaded. OASIS will only process 1 credit card fee out of the couple.
- Every person living in the home whether financially responsible or not **OR** they are a guarantor, **over the age of 18**, must complete their own individual application on-line.
- Application process is all on-line.
- No applications will be accepted at Oasis's office locations.
- Application Fees are non-refundable.
- Applications may take up to 30 days to process. NO RUSHES
- Any questions are by email ONLY. Please email Maria Zummo (maria@myoasisfl.com)

***Application status updates are only given to the applicant.*

WINDSONG AT BOCA DEL MAR CONDOMINIUM ASSOCIATION, INC.

RULES and REGULATIONS

DEFINITIONS

“Windsong” – shall mean Windsong at Boca Del Mar Condominium Association, Inc.

“Board” - shall mean the duly elected Board of Directors of Windsong.

“Townhouse” – shall mean Buildings D, F and G in Windsong.

“ Children” - shall mean dependent children under 12 years of age

TYPE OF COMMUNITY:

Windsong at Boca Del Mar Condominium Association, Inc. (“Windsong”) is a residential community. No unit of any kind shall be used in any manner whatsoever for non-residential purposes. No business of any type or kind whatsoever shall be permitted in any unit of Windsong or any of the common properties.

COMMON PROPERTY:

Catwalks, landings, staircases and stairwells are all common areas, and as such must be kept free at all times of storage of any personal items of any sort, such as but not limited to: bicycles, cartons, boxes, garbage bags and shopping carts. Each unit is limited to one (1) plant arrangement, which must be kept viable and trimmed.

Supervision of children, when in the common areas, is required **AT ALL TIMES**. This is for their safety and welfare. Running on catwalks, playing in stairwells, playing with elevator controls or otherwise impeding the operation of elevators, playing in the parking lots, including but not limited to hockey, skating and skateboards is strictly prohibited. Unsupervised use of the pool facility by children is not only prohibited, but is **mandated for the health, welfare and safety of the child**. Adult occupants of each unit are responsible for the proper supervision of any child occupant and/or guest at all times, **while on the common grounds**.

CLUB HOUSE:

The Clubhouse was constructed in 1995 as a meeting room for monthly Board meetings, annual membership meetings, for Windsong sponsored functions and for the use and enjoyment by residents and tenants. The Clubhouse is not available for functions where attendees will be solely persons other than Windsong residents and/or tenants.

The following standards will apply to all unit owners in use of the Clubhouse (does not include use of the pool:

1. When the Clubhouse is being used **solely** by unit owners of the Association, no security deposit will be required.
2. When the Clubhouse is being used for a function by a member of the Association for the purpose of inviting guests (owners or non-residents) for a function, the Management Company is to be notified of the date. A security deposit of \$300.00 (three hundred dollars) will be charged and allocated as follows:
 - An inspection will be performed **before and after** the scheduled date and the entire deposit of \$300.00 (three hundred dollars) will be returned to the member providing the

Clubhouse is not in need of cleanup or repair of any kind, including but not limited to interior walls, furniture, carpet, kitchen and bathroom fixtures.

- The security deposit of \$300.00 (three hundred dollars) or any portion thereof will be used for any repair(s) and/or replacement(s) deemed necessary. The remainder (if any) will be refunded to the unit owner within four (4) weeks following the schedule date.
- If in the event the repair(s) and/or replacement(s) exceed the security deposit of \$300.00 (three hundred dollars), the unit owner will be charged any additional costs for restoration and/or repair, **as a special assessment**.

TENNIS COURT:

The Tennis Court is to be used by the owners, tenants or their guests of Windsong. An owner or tenant must be present when their guests use the tennis court. The Tennis Court is to be used **ONLY** for the play of tennis. It is **NOT** to be used as a playground, skateboarding or as a roller blade area or for any other non-tennis activity.

POOL AREA:

Use/Safety Rules dictate that glass containers are not permitted in the pool area at any time. Running, diving or jumping is prohibited. Infants must wear disposals swim pants. After use of pool facility, owners/tenants are asked to replace furniture, close umbrellas and tightly close pool gates. **Showering** is necessary before entering pool. Ashtrays must be used while smoking. No cigarettes should be put out on the pool deck.

- Each person who uses the pool does so at his or her own risk
- All children **under the age of 15**, must be supervised by an adult at all times when using pool facilities.
- No person may bring a raft, flotation device, plastic toy, ball, etc. into the pool area.
- No person may reserve the pool or lounge chairs. Pool furniture must remain in the pool area
- No alcohol beverages are allowed to be consumed in the pool area at any time.
- All chaise lounges and chairs must be covered completely by towels.
- Cover-ups over swim wear and proper footwear must be worn to and from the pool area.
- Pool hours - **8 AM until dusk**.
- Pool Rules and Regulations are posted in the pool area and will be **strictly enforced**.

AUTOMOBILES:

Backing into a parking space/area is PROHIBITED. Vehicle repairs or maintenance is not permitted, except in emergencies. Car washing, waxing or detailing is only permitted in the designated area between building B and C and not before 9 o'clock AM. However, car washing, waxing etc. is permitted in townhouse driveways. An electrical outlet has been installed at the base of the light pole in the wash area to accommodate vacuuming. All service vehicles are instructed to park in the designated area between buildings B and C.

Unit owners/renters are to park only in their assigned parking spaces. Use of other than a unit assigned parking space is permitted only with **written** permission of the designated owner and with **written** acknowledgement of such arrangement by the Board of Directors. One reserved parking space per condo unit owner or renter is assigned. If there is more than one (1) car in a household, any vacant "guest" parking spot must be used. **Parking on grassy areas is strictly prohibited, both in the condominium and townhouse areas.** Parking in front of condominium buildings is not permitted, except for loading and unloading vehicles, following which said vehicle must be moved immediately.

There will no street parking allowed in front of buildings D (6350 Longboat Lane), F (6358 Longboat Lane) and G (6366 Longboat Lane). All townhouse cars must be parked either inside the garage and/or in the driveway or in a valid "guest" parking space. Cars parked in the street may be ticketed and/or towed at owner's expense.

Handicap spaces are clearly marked and intended to be used only as a **temporary handicap parking space**. No one is allowed to use a handicap space as a permanent parking space. An authorized handicap permit must be displayed at all times when using a handicap parking space. Use of the handicap space not in compliance with city, county and state laws may result in a fine and/or towing from the space. All finds and expenses will be at violator's expense, **and charged as a special assessment**.

HOUSEHOLD GARBAGE:

County Ordinance prohibits the placement of garbage cans and other refuse containers curbside for trash pickup prior to 6:00 p.m. the day before the regularly scheduled pickup. Additionally, the Ordinance requires that all refuse containers be removed from the pickup area the same day collection is made. Household garbage is to be disposed of in tightly bound/tied plastic bags and placed in the dumpster. No food garbage is to be left on the floor or outside of the garbage rooms. Boxes and/or cardboard must be cut flat and placed in the dumpster. Garbage bags and/or cartons left outside of unit doors or in garbage disposal rooms is **NOT** permitted

PETS:

Any pet obtained and acknowledged by the Board prior to *March 16, 1992* is permitted. Pet(s) obtained or replaced after March 16, 1992 are **NOT** permitted by an owner, guest or lease **and is a violation under Section 30 of the Declaration**. Leases commencing after March 16, 1992 and/or resale applications after March 16, 1992 cannot be approved if a pet is to occupy a residential unit at Windsong. **Previously** approved pets are to be leashed, under control and in the company of its owner at all times when in common areas. **PETS SHALL NOT BE CURBED ON THE COMMON AREAS**. Pet walker must carry a visible pooper-scooper; proper disposal of debris in a tightly bound plastic bag to clear away any waste or liter when an approved pet is curbed anywhere in Boca Del Mar is required. All pets (dogs and cats) are equally subject to these rules.

CONDUCT OF RESIDENTS AND GUESTS:

No owner or renter may make or allow an **act(s) which causes** disturbance of any kind in any unit whether made by the owner, family, and friends of the owner or the owner's guests at any time of the day or evening. No owner or renter may do or permit anything to be done by any person that will interfere with the rights, conduct or convenience of other unit owners.

EXTERIOR UNIT APPEARANCE:

- The exterior of each unit shall be retained as originally constructed and painted. All screen doors and shutters shall be standardized as to the color and type.
- Placement of signs (such as "FOR SALE", "FOR RENT" or "GARAGE SALE") on any unit or building area is prohibited.
- Hanging or drying of laundry is **NOT** permitted
- Bulletin boards are to be used **ONLY** by the Board of Directors.
- Barbecuing is not allowed in condominium buildings, on covered balconies of condominiums or covered patios of townhouses.
- Plantings, removals or other infringements upon the common properties are prohibited, unless approved by the Board.

ATTIRE:

Except in an emergency, improperly-attired individuals are not allowed in any common area. Improperly attired shall mean *barefoot, topless, wearing sleeping attire (such as pajamas) or wearing a bathing suit without cover-up outside the pool area.*

SELLING OR LEASING UNITS:

Pursuant to Section 18(B) of the Declarations of Condominium thereof, all new prospective owners or leases must submit necessary documentation to our management company prior to any new occupants taking possession of any unit. The Board must interview and approve all new residents. Any new person residing in any unit (owned or leased) not listed on the original documentation must be interviewed and receive written approval by the Board. Renters may not sublet or assign a part of their lease. Disagreements and violations will be presented to, heard by and determined with finality by the Board.

Upon transfer of title, a unit may not be leased for a period of one (1) year from the date of transfer of title, unless approved by the Board of Directors. A unit may not be leased more than one (1) time per year. The term of any lease shall not be for less than twelve (12) months. A security deposit of \$1,000.00 (one thousand dollars) must be given to the Association for any lease executed by a unit owner. Such security deposit will be offset by the Association for any damage to the common areas caused by tenants and/or their guests or invitees. (Approved April 26, 2004).

REPAIRS OR ALTERATIONS OF UNITS:

No owner or resident shall make any alterations or replacements to any unit or the exterior of any unit without the written consent of the Management Company and/or the Alteration Review Committee of the Board. This shall include but not be limited to exterior doors, air conditioning equipment, water, gas and electrical or plumbing utilities.

Details of the "Declaration of Condominium" dated March 19, 1981 may be obtained by contacting our Management Company office.

VIOLATIONS OF RULES AND REGULATIONS:

Violation of the Rules and Regulations contained herein may result in the Board imposing assessments and liens or initiating eviction proceedings *against the unit owner*. Any and all legal fees as well as court costs will be assessed in accordance with applicable State of Florida Condominium Laws. Any expense incurred by Windsong as a result of behavior, acts, violations and/or damage to buildings and/or common areas by any occupant, agent, guest or lessee shall be the financial and legal responsibility of the unit Owner.

Consult Exhibit "**E**" of the Declaration portion of the Windsong documents regarding all Rules and Regulations applicable at Windsong. These Rules and Regulations are binding on owners, occupants, agents, guests and/or leasee's and were adopted for the purpose of providing all owners and residents with maximum enjoyment of their unit, and for the protection of the lifestyle and economic value of our lovely community overall at Windsong.

DECLARATION:

I have read and agree to comply with the terms and conditions of this document - Rules and Regulations of Windsong at Boca Del Mar Condominium Association Inc.

IN WITNESS WHEREOF, I/we have executed the foregoing application this _____ day of (month) _____ in the (Year)_____.

WITNESSED: _____

Applicant/Owner

Applicant/Owner

**WINDSONG AT BOCA DEL MAR CONDOMINIUM ASSOCIATION, INC.
AGREEMENT AND INFORMATION RELEASE**

I/we understand that acceptance for purchase/lease of a unit at the "WINDSONG" Condominium Association is conditioned upon the approval of this application by the Board of Directors of WINDSONG AT BOCA DE MAR CONDOMINIUM ASSOCIATION, INC.

Accordingly, I/we hereby agree for myself, and on behalf of all persons who may use the apartment which I/we seek to purchase/lease at the above named condominium complex, that I/we will abide by all of the restrictions contained in the by-laws and all other by-laws, Rules, Regulations and Restrictions which may in the future be imposed by said Condominium Association.

I understand that the Board of Directors of said Condominium Association may cause to be instituted as such, an investigation of my background and references as the Board may deem necessary. Accordingly, I/we specifically authorize the Board of Directors of said Condominium Association, or its agent, to make such investigation and agree that the information contained herein may be used in such investigation and that the Board of Directors, Officers and Agents of said Condominium Association shall be held harmless from any action or claim by me in connection with the use of the information contained herein or any investigation conducted by the said Board of Directors or its Agent.

I/we understand that sub-leasing or occupancy of this apartment in my absence is not permitted without prior written approval of the Board of Directors.

In making the foregoing application, I am/we are aware that the decision of the Board of Directors of said Condominium Association will be final and that no reason will be given for any action taken by the said Board. I/we agree to be governed by the determination of the Board of Directors.

IN WITNESS WHEREOF, I/we have executed the foregoing application this _____ day of (month) _____ in the (Year)_____.

WITNESSED: _____

Applicant/Owner

Applicant/Owner

FOR THE BOARD OF DIRECTORS:

{ } Approved: _____ Date: _____

{ } Disapproved: _____ Date: _____

Owner's Forwarding Address: _____

Phone Number: _____

_____ References checked Date checked _____

_____ References Returned Date Returned _____

_____ Copy of Lease/Purchase Date Received _____

Updated 12/1/23