



Unit Sale or Transfer Application

Dear Prospective Buyer:

Congratulations on your pending purchase of a Unit here at Oceana South! Please complete the following forms in their entirety prior to submittal to the Oceana South office for Association approval for sale of property. **Incomplete applications will NOT be processed and will delay your closing. All documents should be submitted fifteen (15) days in advance of your scheduled closing date to allow for Association review.**

The following items must be submitted for your application to be complete:

- Completed Membership Application with ALL attached forms
- Copy of Sales Contract
- Application fee of \$100 payable to Oceana South Condominium Association

An interview may be required, but is at the discretion of the Board of Directors upon initial review of the submitted application. If an interview is required, it may be done either in person or via telephone and the buyer(s) will be contacted directly. Once all information is received, an interview will be scheduled and, if your application is approved, all the required documents will be forwarded to the closing agent. Prospective buyers should also be aware that there may be additional closing documents that the Association must provide. Fees for these documents are listed below and will be collected at the time of closing.

- **Estoppel Letter** – This is the official letter from the Association that outlines information regarding the current owner's financial standing in regards to the Association, what is due and what has not been paid. It also indicates any assessments that are in progress or projected.
Fee: \$100.00
- **Condominium Mortgage Certificate** – A Condominium Certificate is required by the buyer's lender if financing is sought. It assesses the financial and ownership status of the HOA. The lender is looking for minimal risk in lending on a condominium in an association. Fee: \$150.00
- **Certificate of Approval** – The official document from the Association that the prospective buyer has been approved by the Association, this form must be filed with the county. Fee: \$100.00
- **Capital Contribution Fee** – Equal to the quarterly maintenance fee for the Unit. The capital contribution fee is collected to help fund the Association's Reserves. This fee is payable to the Association and is non-refundable. The amount is based upon the maintenance fee for the specific unit being sold and must be paid to the Association upon transfer of deed.
Fee for 2015: End Unit = \$1,829.39; 2 Bedroom = \$1,488.98; 1 Bedroom = \$1,373.55

Prospective buyers should also be aware that the following appurtenances are to be delivered to the new owners at closing. If these are not available at the time of closing, please be aware of the replacement costs involved.

- | | | |
|----------------------------------|------------------------------|----------|
| • 2 Lobby Entrance (Medeco) keys | Cost to replace each key: | \$50.00 |
| • 2 Elite Gate Remotes | Cost to replace each remote: | \$100.00 |
| • 2 Electronic Pass Fobs | Cost to replace each fob: | \$25.00 |

If there are questions regarding policies, procedures or Association business, please do not hesitate to contact me via phone or by email at os2manager@comcast.net.

Sincerely,

Timothy D. Erickson
Property Manager

Oceana South Condominium Association Unit Sale/Transfer Application

Application Date: _____ Estimated Closing Date: _____

Full Name of Purchaser(s) (if purchasing jointly)

Occupation or (previous if retired) of Lessee(s)

Present Home Address

City State Zip

Home Telephone Cell Phone Email Address

I/We intend to purchase unit _____ pursuant to the sales contract. In order for the Association to facilitate consideration of my/our application for the purchase of the above-designated unit in Oceana South Condominium II Association, Inc., I/we represent that the following information is factual and true. I/We are aware that any falsification or misrepresentation of the facts in this application will result in automatic rejection of this application. I/We consent that the Association may make further inquiry concerning this application, particularly of the references given below, and authorize the disclosure of such information to the Association. _____ (Initial)

I will be bound by the declaration of condominium, by-laws, articles of incorporation and the rules and regulations of the condominium association, and as the same may be amended from time to time. _____ (Initial)

The rules and regulations of the Oceana South Condominium II Association clearly state that the units are for single family residency. Please state the name and relationship of all other persons who will be occupying the unit on a regular basis.

Table with 2 columns: NAME, RELATIONSHIP

TWO PERSONAL REFERENCES (LOCAL IF POSSIBLE)

Name of Reference

Address

City State Zip

Telephone Email

Name of Reference

Address

City State Zip

Telephone Email

Oceana South Condominium Association Unit Sale/Transfer Application

EMERGENCY CONTACT

| | | | |
|-----------------|-------|--------------|--|
| Name of Contact | | Relationship | |
| Address | | | |
| City | State | Zip | |
| Telephone | Email | | |

Owner Roster Information

Please indicate what information you wish to be included on the owner roster given to all owners. Owner rosters are not available on the Association website and must be requested by phone or in person. If you have any questions concerning the roster or how your information is secured, please contact the office.

I wish to receive email communication from the Association. Yes No

I wish to publish my email address in the Association Directory. Yes No

I wish to publish my home (out-of-season) address in the Association Directory. Yes No

I wish to publish my home (out-of-season) telephone number in the Association Directory. Yes No

I wish to publish my mobile telephone number in the Association Directory. Yes No

I/We understand that any violation of the terms, provisions, conditions, and covenants of the Oceana South Condominium II Association can result in fines and or sanctions against the unit. _____ (Initial)

By signing below, I/we acknowledge receipt of the Association Documents, including the Declaration of Condominium, the Articles of Incorporation, the official By-Laws and the published Rules and Regulations in force at the time of this contract. I/we also acknowledge receipt of the Oceana South Association (Recreation Center) documents, including the Declaration, Articles of Incorporation, By-Laws, and Rules & Regulation. Further, by signing below I/we acknowledge that I/we have read, understand and agree to abide by these documents.

Signature Date Print Name

Signature Date Print Name

=====
Unit # _____ **APPROVED** _____ **DISAPPROVED** _____

Board Member Date Board Member Date



OCEANA SOUTH PET APPROVAL REQUEST

- I have reviewed restrictions of Article XIV regarding pets and agree to comply with them at all times.
- I have no pets at this time, but will notify the Association if this changes.

Pursuant to Article XIV of the Declaration of Condominium, I hereby request approval of my pet

Unit # _____

Purchaser

Purchaser

Date: _____

Approved by: _____

**Declaration of Condominium Article XIV
Use and Occupancy Restrictions**

No pets are permitted unless approved in writing by the Condominium Association. The Association shall not approve any pet which when fully grown is anticipated by the Condominium Association to weigh more than thirty (30) pounds. If any pet becomes annoying to other Unit Owners by barking or otherwise, the Unit Owner in whose Unit the pet is kept shall immediately cause the problem to be corrected, and if the problem is not corrected after written notice from the Condominium Association the Unit Owner shall no longer be able to keep the pet in his Unit or shall be required to take such other steps as the Condominium Association may direct. No pets shall be permitted in any portion of the Common Elements within the building unless it is carried and no pets shall be permitted upon any portion of the Common elements outside of the building at any time except under leash. Pets shall be "curbed" only in those portions of the Common Elements specifically designated by the Condominium Association for such purposes.



NOTICE OF REQUIREMENT OF UNIT OWNER INSURANCE

Personal insurance is required on ALL units at Oceana South regardless of whether or not a mortgage exists on the property. Owners are noticed that “self-insuring” is strictly forbidden, and puts your personal financial assets at risk. Please understand that insurance is for the financial protection of all owners; the condominium insurance does not cover ANY personal property of an owner and also specifically excludes the following items:

- Floor Covering – carpet, tile, vinyl, or wood in the individual unit
- Ceiling Finishes – paint, sprayed finishing within the individual unit
- Wall Finishes – paint, wallpaper, or ceramic tile with the individual unit
- Electrical Fixtures – lighting appliances, fans, refrigerator, range, dishwasher, water heater, bathroom fixtures
- Built-in Cabinets
- Alterations or improvements and betterments installed by the unit owner.

Liability insurance is also necessary to provide coverage for claims occurring as a result of accidental injuries to others and unintended property damage for which you may become legally responsible.

Article XII, Section E of the Amended and Restated Declaration of Condominium, dated 24 October, 2007, expressly states that owners must have individual hazard & liability insurance on their units. Failure to do so may result in force-placement of insurance by the Association at whatever cost a policy can be purchased.

ARTICLE XII, SECTION E – INSURANCE OF INDIVIDUAL UNIT OWNERS: Each individual Unit Owner shall obtain additional insurance at his own expense, provided however, that:

1. Such policies shall contain waivers of subrogation by the insurer as to any claims against the other Unit Owners (and members of their households), the Condominium Association, the officers and directors of the Condominium Association, and any Manager and their respective servants, agents and guests; and no Unit owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Board of Directors, on behalf of the Unit Owners, may realize under any insurance policy to be maintained pursuant to Article XII A hereof.
2. Each individual Unit Owner shall obtain insurance in an amount to insure one hundred percent (100%) of the fair market value of the real or personal property contained within the boundaries of the Unit Owner's Unit, which is excluded from coverage to be provided by the Association, as set forth in Florida Statute §718.111(11), as may be amended from time to time. Each Unit Owner shall provide a certificate of insurance, evidencing such coverage, to the Association by the 1st day of January for each calendar year. In the event that the expiration date for the coverage expires during the course of the year, the Unit Owner shall provide to the Association, within ten days following the date of the scheduled expiration, a certificate of insurance, evidencing that the coverage has either been renewed or a new policy obtained altogether. Failure to provide such proof within ten (10) days after the 1st of January or ten (10) days after the scheduled expiration date of the policy may subject that Unit Owner to a lawsuit being filed against the non-compliant Unit Owner to enjoin such non-compliance, where, pursuant to Article XXI, the prevailing party may be entitled to recover the costs of the proceeding and reasonable attorney's fees.

I/We understand that any violation of the terms, provisions, conditions, and covenants of the Oceana South Condominium II Association can result in fines and or sanctions against the unit.

Signature

Date

Signature

Date



Rules & Regulations Agreement Form

This form must be completed and returned with the application. Failure to submit this form will delay the application approval.

- Pets are allowed by written permission of Board of Directors only. Pets must not exceed 30 pounds when fully grown. Permission must be obtained prior to bringing pet on condominium property. Pets must be on a leash when on Association property. Pets of owners or tenants (guests may not have pets) MUST be carried in the lobby, elevators, and walkways. Unit owners are required to clean up after their pets in the "Pet Area" on the North side of the building, west of the maintenance sheds. No pets shall be left on the balcony when the unit owner is not home. Pets must comply with all Florida State and St. Lucie County regulations for vaccinations and owners should have vaccination records available upon request.
- All trash must be bagged prior to disposal in the trash chute Boxes and other bulky materials must be placed in the dumpster room, not in the chute. Chutes are NOT to be used between 10:00 p.m. and 8:00 a.m. Boxes MUST be broken down and carried to one of the trash rooms on the ground floor.
- When entry door locks are changed, a key must be provided to the Management Office.
- All passenger trucks, vans and motorcycles must park in the North parking lot. No commercial trucks, campers, trailers, or boats may be parked on condominium property. Recreation Vehicles are to be parked in the North parking lot for a period up to but not to exceed three days. The parking of such vehicles must have **PRIOR** approval of the Board of Directors. Requests for RV parking must be made to the Condominium Manager in writing at least 3 days in advance to ensure timely approval
- Vehicles must be registered with the Association Office and display the official Parking Permit. Vehicles of guests must also be registered with the Association Office and display a Temporary Parking Permit. Permits are available in the Association Office during business hours. Vehicles may not back in to parking spaces.
- No workmen employed by a unit owner shall be permitted to do work in the Unit between 6:00 p.m. and 8:00 a.m. except for emergency repairs that have been cleared by a member of the Board of Directors or the Management Office. No work on Sundays or legal holidays if such work is likely to disturb other unit owners.
- All hard surface flooring installed in Unit areas other than the kitchen, bathrooms or entry must be cushioned with approved 1/4" sound insulation.
- Proper attire is required in the Lobby, Social Room and elevators. Shoes and cover-ups over bathing suits must be worn in the common areas at all times. No wet bathing suits are allowed in the Lobby and elevators.
- Maintenance payments and Recreation Center assessments are due quarterly (January 1, April 1, July 1, and October 1) and are delinquent on the 15th of the month due. Delinquent accounts will be charged a one-time \$25.00 late fee and a monthly interest fee until paid. Please provide the Management Office with the correct mailing address to which statements should be mailed.
- All Oceana South Unit Owners are automatically a member of the Oceana South Association (OSA). This Association provides recreational services, (pools, tennis courts, etc.) plus water and sewer service to both Oceana South and Island Crest. The assessments for OSA are divided between the two associations and are included in the Oceana South quarterly assessment.
- Leases of individual units are to be for a minimum of three months and must be approved 15 days in advance by the Board of Directors. The Rental Packet is available in the office. All rentals require a \$100.00 application fee. Failure to file a Rental Application will result in the denial of service to the tenant, including but not limited to entry codes and gate remotes being deactivated from the system without warning.
- No open flame cooking (LP gas or charcoal briquette) on any upper floor is permitted. Electric grills are permitted on upper floor balconies
- The Condominium Manager must be advised in **writing** as the names, mailing addresses, and length of stay of your Tenants/Guests if you are not with them. Tenants/Guests must register with the Condominium Manager the next business day after their arrival.



Oceana South Association/Recreation Center Association

For owners in Oceana South Condominium, the Oceana South Association, Inc. is not to be confused with The Oceana South Condominium Association, Inc. The two associations are completely different, and, upon purchase of a unit in either Oceana South or in Island Crest each owner automatically becomes a member of the Oceana South Association. The OSA is also known as the Recreation Center Association, and its primary responsibility is for the maintenance and protection of the property and assets of the recreation center facilities. The Board welcomes you to the recreation area and invites you to assist them in maintaining these facilities. In order to accomplish this, the Board has adopted a set of rules that owners are expected to abide by. Please remember that these rules have been adopted for owners, tenants and guests for the mutual benefit of all.

The rules and regulations apply to the Oceana South Association, Inc. and do not supersede any rule or regulation adopted by the Island Crest Condominium Association or Oceana South Condominium Association. In the event you require clarification of the rules please contact the Recreation Association Manager or one of the Recreation Association Board of Directors.

Owners should also note that membership in the OSA is slightly different than in the Condominium Association. The OSA is not a condominium association, but rather a property owner's association, or POA.

In a Condominium Association, or COA, each member owns a percentage amount of the common property. That percentage is used to calculate the regular and special assessments charged to the owner. Thus, in a COA, the amounts charged vary according to unit size. In a POA, each member owns an equal share of the common property, as no one owner owns more than another. Thus, regular and special assessments are divided equally among the entire 252 members – 126 from each Island Crest and Oceana South. The Recreation Center has its own Board of Directors, its own Declaration, Articles of Incorporation, By-Laws and Rules & Regulations. All of these documents can be found on the condominium association website at www.oceanasouth.com. It is important that you read and understand these documents and your responsibility as an owner.

Oceana South Clubhouse & Recreation Center Rules

We welcome you to your recreation area and invite you to assist us in maintaining these facilities. To accomplish this we have established rules that we ask you to abide by. Please remember that these rules have been adopted for owners, tenants and guests for the mutual benefit of all.

Objectionable behavior is not acceptable under any circumstance. These rules and regulations apply to the Oceana South Association, Inc. and do not supersede any rule or regulation adopted by the Island Crest or Oceana South condominium associations. In the event you require clarification of these rules please contact a Board member or the Recreation Manager.

RECREATION BUILDING

1. The recreation building is accessible 24 hours 7 days per week using your electronic key fob. Turn off any lights you may have turned on before you leave. Clean up after yourself. Your entry will be recorded. Do not give your electronic key fob to any unauthorized persons. The use of the fob system allows us to know who has entered the building and what time the building was entered. The member that is assigned the fob is responsible for their proper use, and for their security. If a fob is lost please notify our manager immediately so that the lost fob can be rendered inoperable. Members will be responsible for replacing lost fobs at the prevailing fee.
2. The upstairs recreation room is reserved for adults only, (18 years or older). Children under 18 must be accompanied by an adult. No food or drink is allowed in this room. Please leave the room as in a clean orderly condition.
3. When using exercise equipment please remove oils from skin and use a towel to cover equipment. Please use the spray provided to wash and wipe equipment after each use. Equipment cannot be "reserved" with towels or clothing. Use is on a first come first served basis. Please limit use if others are waiting.
4. No one is allowed in the building with wet bathing suits or bare feet. Please check shoes for sand or tar before entering. Pets are not allowed.
5. The common recreation room is for the use of owners, their families and their guests. This room may be reserved for private parties. When reserved by an owner or resident they will affirm that at least 50% of their guests will be family members or residents of the two condominium buildings. The room is not available for outside parties where more than 50% of the guests are not family or residents. Forms are available for private party use and instructions for reserving the room are available from the recreation manager. Rules for private party use are spelled out in the private party reservation form.

OCEANA SOUTH CONDOMINIUM ASSOCIATION, INC

10600 SOUTH OCEAN DRIVE
JENSEN BEACH, FL 34957



email: os2manager@comcast.net

TEL: (772) 229-1898

FAX: (772) 229-1911

SWIMMING POOL AREA

1. The pools and spa will be open between 7:00 A.M. And 10:00 P.M.
2. Children in diapers are not allowed in pools. Children not toilet trained must wear disposable swim pants. All persons must shower before entering the pool. All body oils, sand and tar should be removed before entering the pool. No running or ball playing is allowed in the pool area.
3. Towels or other objects do not reserve lounge chairs. If there are not enough chairs and a towel is reserving a chair for someone not in the pool area it may be removed to allow someone else use of the chair.
4. No furniture is to be removed from the pool area.
5. There is no lifeguard on duty and you swim at your own risk. No diving or cannonball jumping is allowed. Children under 12 should be supervised and in the company of adults at all times.
6. Proper bathing attire is expected at all times.
7. **Persons with health problems are advised not to use the spa.**
8. Food and drink may be consumed around the pool. Please have the courtesy to clean up afterward and dispose of trash in the rubbish containers. **ABSOLUTELY NO GLASS** is allowed in the pool area. Break-proof containers **MUST** be used.
9. Floatation devices allowed in pool include foam noodles, children's arm bands and bubbles, children's small soft tubes and life vests only.
10. **ABSOLUTELY NO SMOKING IN THE POOL AREA**, including the veranda on the west side of the clubhouse. Smoking is permitted under the sail.
11. No pets are allowed in the pool area or in the pools or spa.

TENNIS COURTS

1. Proper tennis attire is required including regulation shoes. Tops are mandatory.
2. Players will limit their games when others are waiting to play.
3. Small children are not permitted in court area when adults are playing.
4. Skate boards, bicycles, etc. are prohibited on the tennis courts.

BARBECUE AREA

Persons using the barbecue and picnic tables must leave the area neat and orderly. Use receptacles for waste. Barbecue grills must be cleaned after each use.

OCEAN AND BEACH AREA

1. Place sandals, towels, etc. in the racks provided.
2. Beach users must wash off all sand before leaving the dune-walk.
3. Check feet and footwear for tar and remove all tar at the tar station.

STORAGE

There is space to store three kayaks. One per owner. An application must be submitted and the kayak kept in the designated area. Bicycle storage is available in each condo building. See the building manager.

No storage is allowed on the dune, on the beach or under the dune crossover except in designates storage spaces. The State of Florida prohibits storage of any recreational equipment or furniture on the beach overnight.

SAND DUNE

The dune is a protective barrier between our facilities and the ocean. It is strictly forbidden by the Florida Department of Environmental Protection to walk on or over the sand dune. Please respect this area and do not walk on, dig in or climb on or over the dune.

I have read and understand these rules and the requirements for the Oceana South Association, Inc. I agree to be bound by the terms of the Oceana South Association Declaration, Articles of Incorporation, By-Laws and Rules.

Signature

Date

Print Name

Signature

Date

Print Name