

MELWOOD OAKS HOMEOWNERS ASSOCIATION, INC

c/o Sunvast Management & Service, 321 Interstate Blvd., Sarasota, FL., 34240
Tel: 941-378-0260 Fax: 941-378-0322 www.melwoodoaks.com



Instructions and Check List For SELLING or LEASING

1. Your copy of the Melwood Oaks By-Laws and Deed Restrictions must be given to the potential Purchaser or Lessee.
2. An Application to Purchase or Lease must be completed and signed.
3. Criminal/Credit Check Application must be completed and signed by each purchaser and adult occupant, whether buying or leasing. Check is payable to Sunvast Properties, Inc.
4. A copy of your "Contract for Sale of Real Estate" or a copy of your "Lease Agreement" must accompany your application along with a verification fee of \$50.00 per adult person listed as Purchaser or Lesser. (Example: Husband and Wife are \$100.00 and an additional adult occupant is \$50.00. Total would be \$150.00)
5. Two (2) copies of an Overview of the Basic Deed Restrictions are included with your application. Please sign Acknowledgement, keep one copy and return one copy.
6. At the time of closing of the sale, purchasers must pay a one time working capital contribution equal to the sum of two (2) uniform monthly assessments (\$ _____). At the present time, uniform monthly assessments are \$ _____ and payable on the first of each month.
7. When buying a Homeowners Insurance Policy, inform your insurance agent that Melwood Oaks is a planned unit development, not a condo.
8. Any occupant longer than 30 days will be considered as permanent resident and needs to complete an application.

Approval/Denial Standards

Tenancies/occupancies may be denied by the Board, in the Board's discretion and in accordance with any policies adopted by the Board, for the following or any lawful reasons, including but not limited to:

- A. based on the totality of the results of criminal background checks or other information provided or obtained in connection with the tenancy
- B. if the proposed occupant has been designated or required to register as a sex offender or sexual predator
- C. if the proposed occupant has been convicted of any felony in this state, or who has been convicted of any offense in another jurisdiction which would be considered a felony if committed in this state
- D. if the proposed occupant has a history of arrests and/or convictions for other crimes/misdemeanors, indicating a history of violence, or illegal drug possession or sales, or fraud or dishonesty, or theft, or having been a nuisance, or having a history of eviction proceedings in prior tenancies
- E. if the proposed occupant has a history of disruptive behavior indicating a reasonable likelihood that the occupant would not likely comply with the association's restrictions, rules, and regulations or otherwise be disruptive in the community.
- F. if the owner is delinquent in payment of any assessment, fine, or other monetary obligation owed to the Association;
- G. if the owner is currently in violation of the Association's restrictions;
- H. for any lawful, non-discriminatory reason;
- I. minimum credit score 650
- J. Effective May 5, 2024, new owner is prohibited from leasing the lot until two (2) year after the deed transferring title to the owner has been recorded in the public records.
- K. Authority to deny rental or lease of any unit if the property is in violation of the maintenance standards or is not in acceptable condition

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Application to Lease

Date _____

CURRENT OWNER:

Name _____ Address _____
City _____ State _____ Zip _____ Phone _____ Cell Phone _____
E-mail _____

APPLICATION INFORMATION:

LESSEE #1: Name _____
Address _____
City _____ State _____ Zip _____ Phone _____ Cell Phone _____
Landlord _____ Phone _____
E-mail _____

LESSEE #2: Name _____
Address _____
City _____ State _____ Zip _____ Phone _____ Cell Phone _____
Landlord _____ Phone _____
E-mail _____

*Any additional adults staying longer than 30 days will be considered as permanent resident and must complete the application process.

PREVIOUS ADDRESS:

Previous Address if less than 3 years _____
City _____ State _____ Zip _____
Own or Rent (Please Circle) Landlord _____ Phone _____
Reason for Leaving: _____

OTHER INFORMATION:

Number of Occupants: _____ Adults _____ Children _____ Ages of Children _____
Number of Pets: _____ Cats _____ Dogs, Weight(s) _____ Dogs (Max 40lbs) Cats (Max 10lbs)
All Vehicles: (Year, Make, Model, Plate Number) _____

Lessee #1 Social Security # _____ Date Of Birth _____
Lessee #2 Social Security # _____ Date Of Birth _____

I have read the Rules and Regulations of Melwood Oaks and agree to them. This application is true and I understand that any fraudulent information causes this application to be null and void. Your signature authorizes the Board of Directors to secure credit reports and, criminal records and other records and other information reasonably deemed necessary to approve your application to be a resident of Melwood Oaks.

Signature of Lessee #1 _____ Date _____
Signature of Lessee #2 _____ Date _____

ASSOCIATION APPROVAL: _____ APPROVED _____ DISAPPROVED
DATE: _____ SIGNATURE: _____ TITLE: _____

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Basic Deed Restrictions

MELWOOD OAKS HOMEOWNERS ASSOCIATION, INC.

Basic Deed Restrictions

This is an abbreviated list of specific deed restrictions and by no means represents the full Declaration of Restrictions, but rather a limited highlight of a few restrictions. For a full listing, and in depth details, refer to Melwood Oaks Homeowners Association, Inc. "Certificate of Amendment To The Restated Declaration of Restrictions of Melwood Oaks-Phases 1,11A, and 11B." This and other documents can be found on www.MelwoodOaks.com. The Declarations can also be found on file with the Manatee County clerk's office online www.ManateeClerk.com.

1. Single family residential use only. No commercial activity shall be conducted there on.
2. Nuisances: No obnoxious or offensive activity shall take place upon any lot nor shall anything be done thereon that may be or become a nuisance to the neighborhood and any non-legal use or uses not in conformity with the zoning and land use classifications applicable to the subdivision is prohibited.
3. No signs of any kind shall be displayed to public view. A realtor's sign or for sale or rent by owner, not to exceed 24"x34" may be permitted on property.
4. Fences are owner's responsibility to maintain and replace. Replacement Fence must be Tan PVC Horizontal Shadow Box, and pre-approved by Board. Board reserves the right to notify owner when fence is in need of replacement. Tree trimming is also owner's responsibility.
5. Parking restrictions: No overnight parking of campers, boats, motor homes or trailer. No parking on the grass or in the road overnight. Restricted use of guest and overflow parking. Any vehicle in violation will be towed at owner's expense without notice. Inoperable, abandoned or junk vehicles including those with expired tags are not permitted in the subdivision. 2 vehicles per lot (one confined in garage). No repairs to vehicles are permitted.
6. Leasing units are prohibited until two (2) year after the deed transferring title to the owner has recorded in the public records. Leasing is for one year minimum to the same tenant. Tenant must agree to respect the deed restrictions and by-laws of the Melwood Oaks HOA. Lease application must be submitted and approved by the board of directors of the HOA, which charges \$50.00 per person on said lease.
7. Pets: only dogs and cats and no more than a total of two shall be kept. Maximum weights: dogs - 45 lbs, cats - 20 lbs. Pets must be well behaved and kept on a leash in common areas. Cats must be confined to fenced in areas. Owners must clean up after them or be subject to a fine.
8. Each owner shall maintain the residence in a safe, attractive and neat condition. The repair on any damage, decay or evidence of wear and tear of exterior portion shall be made properly by owner. The association has the right to make such repairs as necessary to compliance and may add cost of such repairs to owner's annual assessment.
9. Assessments are due on the first day of the month. Any assessments not paid within 15 days after the due date shall be deemed in default and shall bear interest from the due date at the rate of 18%. The association may bring action at law against the owner to pay the same or may foreclose the lien against the property.
10. The Association has the authority to deny a lease application for any lawful reason, including but not limited to the failure of an owner to adequately maintain any portion of the property that the owner is required to maintain (including but not limited to the residential structure painting, landscaping, driveways, fences, gutters and downspouts, and any items that can be viewed from the exterior of the property,
11. Any additional adults staying longer than 30 days will be considered as permanent resident and must complete the application process.
12. No trash or recycling containers on driveway or sidewalks except for the night prior and day of pick up.
13. Rummage, estate, garage and yard sales are not permitted.

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Application to Purchase

Date _____

CURRENT OWNER:

Name _____ Address _____
City _____ State _____ Zip _____ Phone _____ Cell Phone _____

APPLICATION INFORMATION:

Purchaser #1: Name _____
Address _____
City _____ State _____ Zip _____ Phone _____ Cell Phone _____
Employer _____ Phone _____
Landlord _____ Phone _____
E-mail _____

Purchaser #2: Name _____
Address _____
City _____ State _____ Zip _____ Phone _____ Cell Phone _____
Employer _____ Phone _____
Landlord _____ Phone _____
E-mail _____

*Any additional adults staying longer than 30 days will be considered as permanent resident and must complete the application process.

PREVIOUS ADDRESS:

Previous Address if less than 2 years _____
City _____ State _____ Zip _____
Own or Rent (Please Circle) Landlord _____ Phone _____
Reason for Leaving: _____

OTHER INFORMATION:

Number of Occupants: _____ Adults _____ Children _____ Ages of Children _____
Number of Pets: _____ Cats _____ Dogs, Weight(s) _____ Dogs (Max 40lbs) Cats (Max 10lbs)
All Vehicles: (Year, Make, Model, Plate Number)

Purchaser #1 Social Security # _____ Date Of Birth _____
Purchaser #2 Social Security # _____ Date Of Birth _____

I have read the Rules and Regulations of Melwood Oaks and agree to them. This application is true and I understand that any fraudulent information causes this application to be null and void. Your signature authorizes the Board of Directors to secure credit reports and, criminal records and other records and other information reasonably deemed necessary to approve your application to be a resident of Melwood Oaks.

Signature of Purchaser #1 _____ Date _____
Signature of Purchaser #2 _____ Date _____

ASSOCIATION APPROVAL: _____ APPROVED _____ DISAPPROVED
DATE: _____ SIGNATURE: _____ TITLE: _____

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May 11, 2016

SUMMER POOL SAFETY

Dear Residents,

Melwood Oaks HOA thinks it is a perfect time for our residents to review pool rules so that you and your family can enjoy the summer. Several times recently non-residents have been seen jumping the fence, utilizing the pool and vandalizing the furniture. We have recently purchased new pool furniture and need everyone to do their part to properly use and not damage this investment. If you witness suspicious behavior, please inquire. Also, the pool area is for the entire community. Remember to be considerate of your fellow residents. It is not to be monopolized by or for private parties. There is no lifeguard on duty. Please, clean up after yourself and obey the pool rules. Violators will be subject to a fine.

- Pool for residents only. **Homeowner must be present** with the guests.
- No food or beverages in fenced pool area
- No glass in the fenced pool area
- Up to 2 guests per household
- No parties permitted
- Rafts prohibited
- Children 16 years of age and younger must be supervised by adult.
- Capacity 14 people.
- Hours are dawn to dusk.
- Shower before entering pool.
- **No food or drink in pool area or on pool deck.**
- No pets.
- **No diving.**
- The pool area is designated tobacco free. For the health of all residents smoking is not allowed.

We do our best to keep everyone safe. Please, be aware about what is going on. If you see anyone disobeying the rules, please notify SunVast immediately. We appreciate everyone's cooperation. Thank You.

Sincerely,

James Ro
SunVast Mgmt. & Services