

Resale and Transfer Agreement

Lake Heather Heights Condo Association -----
Association Name _____ Date _____

Unit Number / Address _____ Property Owner Name _____

This completed Resale and Transfer Agreement and a fully executed copy of the related sales contract must be accompanied by a nonrefundable check in the amount of \$ 100.00 made payable to the Association named above and returned to the Association's Board of Directors, at Management and Associates, 720 Brooker Creek Blvd. Suite 206, Oldsmar, FL 34677

This section to be completed by Seller

In compliance with the Declaration of Covenants and Restrictions of the Association named above, I (we) hereby serve notice that as owner(s) or Agent of the above referenced unit, I (we) intend to offer said unit for sale in accordance with the attached Contract for Sale.

Unless I am notified to the contrary within 7 business days from the receipt of this completed notice and attachment, I will advise Purchaser that the proposed sale has been approved,

Owner Signature _____ Owner Signature _____

Print Name _____ Printed Name _____

Phone number _____

Mailing Address _____

For Respnse _____

Seller(s) certify that the Purchaser(s) has been furnished the following: a) Set of Governing Documents for the Association with all changes and addenda thereto b) -agree to pay *any* delinquent special assessments, maintenance fees, or any other outstanding balance prior to or at closing c) (if applicable) Any keys, gate passes (or similar) to such areas as recreational facilities, mailbox (es:), etc. d) (if applicable) Seller(s). agree that any conditional architectural changes will be restored (or removed) to their original state unless the purchaser (s) noted on this application accept responsibility for these changes (examples: potted plants, installed patios, personal plants/landscaping not maintained by the Association, hand rails, ramps...)

This section to be completed by Purchaser The Board will not accept partially completed forms

I (we) intend to purchase unit number / address _____
I (WE)are aware that any falsification or misrepresentation of the information contained herein will result in an automatic rejection of this application

I (We) acknowledge and understand that the property offered is governed by deed restrictions and Rules and Regulations, which are applicable to both the Unit and Common Property, and which may be amended from time to time by the Association named above, I (We) agree to abide by such deed restrictions and rules and regulations.

I (We) am purchasing this property with the intention to: (check one)

1. Reside as owner on a full-time basis 2. Reside as owner on a part-time basis
3. Lease the property. NOTE... Restrictions apply. (Sec board members, for details)

Purchaser, (1) _____

Occupation: _____

How long? _____

Employer: _____

Phone#: _____

Purchaser : (2) _____

Occupation _____

How long? _____

Employer _____

Phone # _____

Purchaser Current : _____

How long? _____

Address _____

Phone: _____

Name of present Landlord or Mortgage Company: _____
Phone#: _____

Units are for Single-Family residence only. The following person(s), in addition to purchaser(s) will occupy the unit

Name: _____ Relationship: _____
Name: _____ Relationship: _____

Pets are not allowed except as stated in the Rules & Regulations and the Condominium documents.

List Two (2) Personal References (local, if possible):

Name: _____ Address: _____ Phone: _____
Name: _____ Address: _____ Phone: _____

Bank References:

Branch Name / Address: _____ Phone: _____
Branch Name / Address: _____ Phone: _____

Automobile / Vehicle Information:

Make: _____ Model: _____ Year: _____ Tag #: _____
Make: _____ Model: _____ Year: _____ Tag #: _____

Person to be notified in case of emergency:

Name: _____ Address: _____ Phone: _____

Closing Information:

Date of Closing: _____
Name of Closing Agent: _____ Phone/Fax: _____

Name of Seller's Real Estate Agent: _____ Phone/Fax: _____

Name of Buyer's Real Estate Agent: _____ Phone/Fax: _____

Dated this _____ day of _____, 20__

Signed: _____
Purchaser

Signed: _____
Purchaser

PURCHASER(S) acknowledges: a) receipt of governing documents and agreement to abide by such deed restrictions and rules and regulations b) agree to pay any delinquent special assessments, maintenance fees, or any other outstanding balance if sale is closed with any outstanding balances c) (if applicable) receipt of any keys, gate passes, (or similar) d) accepts responsibility for any conditional architectural changes as noted in the last paragraph of the "Section to be completed by the Seller"

This section for Association use only

Processing fee received \$ _____ Check # _____

Approved date: ____/____/____ Disapproved date: ____/____/____

By: _____ Title: _____

Comments by the Board of Directors: _____

DATE _____

CUSTOMER NUMBER _____

BACKGROUND INFORMATION FORM

I / We _____, prospective tenant(s) / buyer(s) for the property located at _____,

Managed By: _____ Owned By: _____,

Hereby allow TENANT CHECK LLC and or the property owner / manager to inquire into my / our credit file, criminal, and rental history as well as any other personal record, to obtain information for use in processing of this application. I / we understand that on my / our credit file it will appear the TENANT CHECK LLC has made an inquiry. I / we cannot claim any invasion of privacy or any other claim that may arise against TENANT CHECK LLC now or in the future.

PLEASE PRINT CLEARLY

<u>TENANT INFORMATION:</u>	<u>SPOUSE / ROOMMATE:</u>
SINGLE _____ MARRIED _____	SINGLE _____ MARRIED _____
<u>SOCIAL SECURITY #:</u> _____	<u>SOCIAL SECURITY #:</u> _____
<u>FULL NAME:</u> _____	<u>FULL NAME:</u> _____
<u>DATE OF BIRTH:</u> _____	<u>DATE OF BIRTH:</u> _____
<u>DRIVER LICENSE #:</u> _____	<u>DRIVER LICENSE #:</u> _____
<u>CURRENT ADDRESS:</u> _____ _____ HOW LONG? _____	<u>CURRENT ADDRESS:</u> _____ _____ HOW LONG? _____
<u>LANDLORD & PHONE:</u> _____	<u>LANDLORD & PHONE:</u> _____
<u>PREVIOUS ADDRESS:</u> _____ _____ HOW LONG? _____	<u>PREVIOUS ADDRESS:</u> _____ _____ HOW LONG? _____
<u>EMPLOYER:</u> _____	<u>EMPLOYER:</u> _____
<u>OCCUPATION:</u> _____	<u>OCCUPATION:</u> _____
<u>GROSS MONTHLY INCOME:</u> _____	<u>GROSS MONTHLY INCOME:</u> _____
<u>LENGTH OF EMPLOYMENT:</u> _____	<u>LENGTH OF EMPLOYMENT:</u> _____
<u>WORK PHONE NUMBER:</u> _____	<u>WORK PHONE NUMBER:</u> _____
HAVE YOU EVER BEEN ARRESTED? (CIRCLE ONE) YES NO	HAVE YOU EVER BEEN ARRESTED? (CIRCLE ONE) YES NO
HAVE YOU EVER BEEN EVICTED? (CIRCLE ONE) YES NO	HAVE YOU EVER BEEN EVICTED? (CIRCLE ONE) YES NO
<u>SIGNATURE:</u> _____	<u>SIGNATURE:</u> _____
<u>PHONE NUMBER:</u> _____	<u>PHONE NUMBER:</u> _____

TENANT CHECK HOURS OF OPERATION:
MONDAY - FRIDAY : 9:00 a.m. - 5:30 p.m.
SATURDAY : 11:00 a.m. - 4:00p.m.
 ALL ORDERS RECEIVED AFTER 3:00 p.m. (2:00 p.m. on Sat.) WILL BE PROCESSED THE NEXT BUSINESS DAY

email@tenantcheckllc.com

IF THE WRONG SOCIAL SECURITY NUMBER IS SUBMITTED, A SECOND APPLICATION FEE WILL BE CHARGED TO RE-PULL THE REPORT.

A CREDIT REPORTING SERVICE PROVIDING CREDIT REPORTS FOR REALTORS / PROPERTY MANAGERS / APARTMENT COMPLEXES / MOBILE HOME PARKS / CONDOMINIUM ASSOCIATIONS / EMPLOYERS

RULES AND REGULATIONS

LAKE HEATHER HEIGHTS CONDOMINIUM ASSOCIATION, INC

(The Association)

In addition to the other obligations and duties heretofore set forth in the Declaration of Condominium and Bylaws for Lake Heather Heights Condominium Association, Inc. every unit owner shall:

1. Promptly pay the assessments levied by the association.
2. Maintain in a clean and sanitary manner, and repair, his unit and all Interior surfaces of the walls, ceilings, floors, whether or not a part of the unit or common elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his unit.
3. Not use or permit the use of his unit for any other purpose other than as a single family residence (as defined in section 7.3 of the Declaration).
4. Not permit or suffer anything to be done or kept in the unit which would increase the insurance rates on the unit or the common elements, or which will obstruct or interfere with the rights of other members or annoy them with unreasonable noise or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his unit or on the common elements.
5. Conform to, and abide by, the Declaration and Bylaws in regard to the use of the unit and common elements which may be adopted in writing from time to time and to see that all persons using the owner's property by, through or under him to do likewise.
6. Make no alteration, decoration, repair, replacement or change of the common elements or to any outside or exterior portion of the building or to the limited common elements.
7. Allow the Board of Directors or the agents and employees of the association to enter any unit for the purpose of maintenance, inspection, repair, or replacement, of the improvements within the units or the common elements, or in case of emergency threatening units or the common elements, or to determine compliance with the Declaration or Bylaw.
8. Make no repairs to any plumbing or electrical wiring within a unit except by plumbers or electricians authorized to do such work by proper governmental authorities. Plumbing and electrical repairs within a unit shall be paid for and be the financial obligation of the owner of the unit.
9. Recognize that assessments by taxing authorities for the payment of ad valorem taxes and special assessments will be against the condominium parcel and not upon the condominium property as a whole.

10. Not place screens, jalousies or other enclosures (other than as originally installed) on porches or patios or other parts of the building, even though such areas may be defined as being within the unit or a limited common element.

11. Not divide or subdivide a unit for purpose of sale or lease, except that a unit may be combined with a contiguous unit and occupied as a single family dwelling.

12. Not hang any laundry or other objects outside of the unit.

13. (a) Not allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefore, so that each unit, the common elements, and limited common elements shall at all times remain in a clean and sanitary condition.

(b) Permit garbage receptacles to be outside the storage area provided only on the day of the scheduled collection.

14. Not make any use of the unit that violates any laws, ordinances and regulations of any governmental body having jurisdiction thereof.

15. Park in the condominium property, only those vehicles which are licensed for noncommercial, passenger use. No trucks, buses, boats, travel trailers, boat trailers, mobile homes, motor homes, recreational vehicles, vans (other than those primarily used to carry passengers). Motorcycles minibikes or any other type of trailers or commercial vehicles shall be permitted on the common elements. For purposes of this subsection, the definitions as used in the Florida Statutes as amended from time to time shall be controlling. Vehicles which cannot operate on their own power shall not remain on the condominium property for more than twenty four (24) hours, and no repair of vehicles shall be made on the condominium property.

16. Not play upon or permit to be played any musical instrument or operate or permit to be operated a phonograph, radio, television, or other sound amplifier system in a unit in such a manner as to disturb or annoy other occupants of the condominium, nor shall the aforementioned cause or permit to be caused any other unusual or disturbing noise, foul or noxious odors, or any activity which would be disturbing to other occupants of the condominium.

17. Not obstruct the sidewalks or entrances, of any condominium unit or use the same for any purpose other than ingress to and egress from the units. Bicycles may not be stored outside of units.

18. Store all personal property in the condominium unit or in storage units.

19. Make complaints of an unusual or major nature, other than routine, day-to-day complaints, regarding the service and maintenance of the condominium in writing to the manager or the agent designated by the board.

20. Not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof or power rooms of any of the buildings in the condominium. Unit owners shall not allow residents, their families, guests, servants, employees, agents, visitors, at any time or for any reason whatsoever to enter upon or attempt to enter upon the roof or power rooms of any of the buildings in the condominium.

21. Not keep in his unit or in any storage area any inflammable, combustible, or explosive fluids, chemical or substance except such as required for normal household use.

22. Not erect any antenna or aerial or install same on the roof or exterior walls of a condominium building. If any are allowed, it will be at the cost of the unit owner installing the same. Nothing herein, however, shall preclude the developer or the association from installing a master antenna for the condominium on the condominium property.

23. Not exhibit, display, inscribe, paint or affix, in, or upon any part of the condominium property, any sign, advertisement, notice or other lettering by a unit owner or occupant, without the written consent of the Board of Directors of the association.

24. Prepare his unit prior to his departure for an extended period of time in the following manner:

a. By removing all furniture, plants and any other objects from the unit owner's patio, or balcony.

b. By designating either a responsible caretaker, be it a firm, individual, or the manager, to care for his unit should his unit suffer any damage caused by storms, hurricanes, winds, or other violent acts of nature. The manager and the association shall be provided with the name of each unit owner's aforesaid designated caretaker. Such caretaker will notify the manager's office prior to making any entry to the unit during the owner's absence.

25. Not direct, supervise, or in any manner attempt to assert any control over any of the employees of the association nor attempt to send any of such employees upon private business of such unit owner or resident. The employees of the manager and of the association, if any, are employed for the purpose of providing for the efficient operation and management of the condominium.

26. Not peddle or solicit in, on or about the condominium.

27. Not exceed the speed limit of 25 mph. on all condominium roadways, except where otherwise posted.

28. Not have pets other than as follows:

Initially, the first purchaser of a unit is allowed to have one dog or one cat which is (or will be at fully matured growth) no larger than 16 inches in height. Other domesticated pets such as fish shall be allowed by the unit owners. All pets shall be kept quiet at all times. Provided, however, that such pets are not kept or maintained for commercial purposes for breeding and provided, further, that any pet causing or creating a nuisance or disturbance or noise may be permanently removed from the condominium property upon ten (10) days written notice from the board. Pets are not permitted on any portion of the condominium property EXCEPT where adequately secured and retained by leash which is hand held. All pets shall be taken directly to and walked within areas designated by the association so as to prevent the deposit of animal waste on the condominium property. In the event of deposit of animal waste on the condominium property, the owner of the animal shall remove same immediately. At the death of the initial cat or dog as above stated no replacement shall be permitted.

29. Not apply any reflective window coating or other substance to the windows of the condominium unit, except as may be approved by the board.

The use and enjoyment of any common elements and common facilities not hereinbefore specifically mentioned and regulated are hereby restricted to ONLY unit owners, residents and the guests of said unit owners and residents.

The within provisions, rules and regulations are subject to change, modification or amendment pursuant to authority as is provided by the Bylaws of the association.