

**APPLICATION for CERTIFICATE OF APPROVAL FOR
OWNERSHIP OF CONDOMINIUM UNIT and MEMBERSHIP IN CONDOMINIUM ASSOCIATION
OR CHANGE OF PRIMARY OCCUPANT**

Before filling out this Application, please review the Governing Documents of the Association to familiarize yourself with the rights and duties that accompany ownership of a unit and membership in the Association.

The Governing Documents of Hidden Lake Villas Condominium Association, Inc. are:

The Declaration of Condominium, which states: The rights and obligations of the Association towards its members and the rights and obligations of each member towards the Association
The Articles of Incorporation, which state: The general powers and structure of the Association
The By-Laws, which state: How the business affairs of the Association are conducted.
The Rules and Regulations, which state: Conduct required to help assure a pleasant living experience for residents and guests.

These documents are available on our website www.HLVcondo.com or a printed copy may be requested for a fee.

IMPORTANT: Application must be filled out fully and entirely. Any items that do not apply mark "N/A" for "not applicable". Applications that are not completed in entirety will be rejected and require resubmission.

1. **Date sent:** _____ (Date received (to be filled in by Association): _____)

2. **Application** to the Board of Directors of Hidden Lake Villas Condominium Association, Inc. I hereby apply for approval of my prospective ownership of condominium unit number _____ and for approval of my membership in Hidden Lake Villas Condominium Association, Inc. ("The Association").

3. **Occupancy:** Section 14.1 (entitled "Occupancy of Units; Single Family Residence) of the Association's Second Amended and Restated Declaration of Condominium states that: *"A condominium unit shall be used only as a single family residence. As used in the Condominium Documents, "single family" means one natural person, a group of two or more natural persons who customarily reside together as a single family housekeeping unit, each of whom is related to each of the others by blood, marriage or adoption, or not more than two persons not so related, who customarily reside together as a single housekeeping unit. No more than four (4) persons may permanently occupy a two (2) bedroom unit, and no more than two (2) persons may permanently occupy a one (1) bedroom unit. For purposes of these Condominium Documents, "permanently occupy" means to sleep in the unit for more than thirty (30) nights during a calendar year. No unit may be divided or subdivided into a smaller unit nor any portion sold or otherwise transferred. No person may occupy a unit as a unit owner, tenant, or family member thereof (i.e. occupy the unit on an overnight basis for more than thirty (30) days in a calendar year) unless said person's occupancy has been specifically approved by the Association, through the Board of Directors...."*

The Declaration is very clear that the units are single family residences. Section 1.19 is also very clear about the Declaration's definition of "Family" or "Single Family":

1.19.1 *One natural person, his spouse, if any, and their custodial children, if any.*

1.19.2 *Not more than two natural persons not meeting the requirement of 1.19.1 above, but who customarily reside together as a single housekeeping unit, and the custodial children of said parties, if any.*

The reference to 'natural' herein is intended to distinguish between any individual and a corporation or other artificial entity.

a) **Agreement to Abide with Single Family Usage:** Applicant hereby agrees to abide by Section 14.1 of the Declaration of Condominium, and use the unit only as a single family residence

4. **Ownership:** Consistent with the intent that units are single family residences only, the Declaration of Condominium allows four forms of ownership:

17.1.1 Ownership By Individuals. *A unit may be owned by one natural person who has qualified and been approved as elsewhere provided herein.*

17.1.2 Co-Ownership. *Co-ownership of units may be permitted. If the co-owners are other than husband and wife, the Board shall condition its approval upon the designation of one approved natural person as "primary occupant." The use of the unit by other persons shall be as if the primary occupant was the only actual owner. Any changes in the primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of the Condominium Documents. No more than one such change will*

be approved in any calendar year. No time share estates may be created. "House Sharing" by multiple families is prohibited. Unit owners of record as of the adoption of this provision shall be required to designate a Primary Occupant within thirty (30) days of the effective date hereof, which is the date of recordation in the Public Records of Collier County, Florida.

17.1.3 Ownership by Corporations, Partnerships or Trusts. A unit may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided elsewhere herein. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the unit may be used as short-term or transient accommodations for several individuals or families. The approval of a partnership, trustee, or corporation or other entity as a unit owner shall be conditioned upon designation by the owner of one natural person to be the "primary occupant." The use of the unit by other persons shall be as if the primary occupant were the only actual owner. Any change in this primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of the Condominium Documents. No more than one such change will be approved in any twelve (12) month period. Unit owners of record as of the adoption of this provision shall be required to designate a Primary Occupant within thirty (30) days of the effective date hereof, which is the date of recordation in the Public Records of Collier County, Florida.

17.1.4 Life Estate. A unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved as provided below. In that event, the life tenant shall be the only member from such unit, and occupancy of the unit shall be as if the life tenant were the only owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy right unless separately approved by the Association. The life tenant shall be liable for all assessments and charges against the unit. Any vote, consent or approval required by the Condominium Documents or law may be given by the life tenant alone, and the vote, consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-owners for purposes of determining voting and occupancy rights.

- a) **Form of Ownership:** Under what form of ownership are you applying? Circle where appropriate.
- a. One Natural Person or Husband/Wife
 - b. Co-ownership Other than Husband and Wife
 - c. Corporation, Partnership, Trust, Other
 - d. Life Estate

5. Ownership by Individual: If you circled One Natural Person or Husband/Wife, fill in below:

Name as it will appear on the deed or other instrument of conveyance:

Name of Individual : _____ **Date of Birth:** _____

Social Security Number: _____ **Telephone:** _____

Address: _____ **City, State, zip** _____

Name of Spouse, if applicable: _____ **Date of Birth:** _____

Social Security Number: _____ **Telephone:** _____

Name of custodial children, if any. (If you need more room, please use separate sheet of paper):

Name: _____ **Date of Birth:** _____

Name: _____ **Date of Birth:** _____

Please note occupancy limit: four (4) persons/two-bedroom; two (2) persons/one- bedroom.

6. Co-ownership Other than Husband/Wife: If you filled in Co-ownership, but the co-owners are not husband and wife, please fill in identity of all persons who will have any ownership interest whatsoever in the unit (If you need more room, please use separate piece of paper):

Name of co-owners as it will appear on the deed or other instrument of conveyance:

Name on the Title: _____

Legal Name of Co-Owner One _____ **Date of Birth:** _____

Social Security Number: _____ Telephone: _____
Address: _____ City, State, zip _____

Legal Name of Co-Owner Two _____ Date of Birth: _____

Social Security Number: _____ Telephone: _____

Address: _____ City, State, zip _____

7. Primary Occupant if Co-Ownership Other Than Husband/Wife: If you filled in co-ownership, and the co-owners are other than husband and wife, the Board, pursuant to Section 17.1.2 of the Declaration, shall condition its approval upon the designation of one approved natural person as "Primary Occupant", and the use of the unit by other persons shall be as if the primary occupant were the only actual owner. Name of Primary Occupant who shall exclusively enjoy this unit as if he/she were the only actual owner:

Name of Primary Occupant: _____

8. Ownership by Corporation, Partnership, Trust or Other: If you circled ownership by Corporation, Partnership, Trust, or Other, please fill in below:

a) Name of Entity as it will appear on the Instrument conveying Title:

Name _____

Taxpayer Identification Number: _____ Telephone: _____

Address: _____ City, State, zip _____

b) Describe intent of entity regarding ownership of this unit:

c) Identity of all persons who, through this entity, will have an ownership interest in the unit:
(If you need more room, please use separate piece of paper.)

Name _____ Date of Birth: _____

Social Security Number: _____ Telephone: _____

Address: _____ City, State, zip _____

Name _____ Date of Birth: _____

Social Security Number: _____ Telephone: _____

Address: _____ City, State, zip _____

e) Identity of Primary Occupant (Corporation, Partnership, or Other Entity): The approval of a corporation, partnership, trust, or other entity shall be conditioned upon designation of one natural person to be the "primary occupant." The use of the unit by other persons shall be as if the primary occupant were the only actual owner. Name the Primary Occupant who shall exclusively enjoy this unit as if he/she were the only actual owner:

Name _____

9. If you circled Ownership by Life Estate, fill in below:

a) **Circumstances:** _____

b) **Identity of Life Tenant:**

Name: _____ **Date of Birth:** _____

Social Security Number: _____ **Telephone:** _____

Address: _____ **City, State, zip:** _____

10. Other Ownership Interest within Association: Section 14.5 of the Declaration of Condominium states: *Any Unit Owner owning more than one (1) unit in the Condominium shall occupy at least one (1) unit in the Condominium for bona fide residential purposes for the owner or owner's immediate family when owner is not in residence. The intent is to avoid the sale and purchase of units for investment or other purposes unrelated to the use of the units for bona fide residential dwelling purposes, in order to prevent a transient and/or motel/hotel atmosphere in the Condominium.*

a) **Other Ownership:** Do any of the applicants involved in this Application own an ownership interest in any way or through any entity in any other condo unit in this Association? YES NO

b) **Requirements for Other Ownership:**

- i. If YES, please identify what other unit(s): _____
- ii. State what unit you or your family will reside in, and how your Application meets the requirements of Section 14.5. If you need more room, please use a separate sheet

11. Form of Unit Transfer: The Association's Declaration states the following regarding Transfers Subject to Approval:

Section 17.2.1 Sale or Other Transfer. *No unit owner may dispose of a Unit or any interest in same by sale or other title transfer, without prior written approval of the Board of Directors. No unit owner may dispose of a Unit or any interest therein by other means (including agreement for deed, installment sales contract, lease-option or other similar transactions) without prior written approval by the Board of Directors.*

Section 17.2.2 Gift. *If any Unit owner shall acquire his title by gift, the continuance of his ownership of his Unit shall be subject to the approval of the Board of Directors. Notice must be given at least thirty (30) days prior to the intended closing or title transfer date.*

Section 17.2.3 Devise or Inheritance. *If any Unit owner shall acquire his title by devise or inheritance, the continuance of his ownership of his Unit shall be subject to the approval of the Board of Directors. If any Unit owner acquires his title by devise or inheritance, his right to occupy or use the unit shall be subject to the approval of the Board of Directors. Approval to own or occupy may not be denied to any devisee or heir who was the prior owner's lawful spouse at the time of death, or was related to the deceased owner by blood or by adoption.*

Section 17.2.4 Other Transfers. *If any Unit owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of such unit shall be subject to the approval of the Board of Directors. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to occupy or use the unit before being approved by the Board of Directors under the procedures outlined below.*

a) **Acquisition of title:** How are you acquiring title to this unit? Circle that which applies:

- | | |
|--------------------------|----------|
| a. Sale | b. Gift |
| c. Devise or Inheritance | d. Other |

b) **Sale: Copy of Purchase Contract:** If you circled "Sale", you must attach to this Application a Copy of the Purchase Contract, pursuant to Section 17.3.1.1 of the Condominium Declaration that requires that, in the event of a sale of a Unit or any interest in it, an executed copy of the purchase contract must be provided to the Board of Directors.

c) Sale: Copy of Certified Instrument of Conveyance: If this is a Sale, you must provide a copy of the deed or certified instrument of conveyance within thirty (30) days of the closing date, and the title holder(s) on the instrument of conveyance must exactly match the title holder name(s) on this Application. If these provisions are not met, any Certificate of Approval that has been issued may be rescinded.

i. You must provide the Association a Certified Copy of the Conveyance Instrument within thirty (30) days of closing which is: _____

d) Gift:

a. **30 days Notice:** If you are acquiring title by Gift, you must submit this Application at least thirty (30) days in advance of the date of closing or transfer of the unit.

b. **Notarized Letter:** If this transfer is by Gift, a signed, notarized letter from the owner stating that he/she is transferring the unit to you is needed before the submission of the Application will be considered complete. In addition, the Association may contact the current owner to verify the owner's intent to convey his/her unit by gift to you. This is for the protection of the owner.

e) Devise or Inheritance: Section 17.2.1.2 of the Declaration of Condominium states: *A Unit owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Board of Directors notice of the acquiring of his title, together with such information concerning the Unit owner as the Board of Directors may reasonably require (including that set forth in Article 17.3.1.1 hereof), and a certified copy of the instrument evidencing the owner's title."*

In addition, Section VII of the Rules and Regulations of the Condominium state:

If any Unit owner shall acquire his title by sale, gift, devise, inheritance or other form of transfer, the continuance of his ownership of his Unit shall be subject to the approval of the Association. Although approval to own or occupy may not be denied to any devisee or heir who was the prior owner's lawful spouse at the time of death, or was related to the deceased owner by blood or by adoption, the new owner must still comply with the following:

A. *Each new owner shall notify the Association of his acquisition of title to a Unit within six (6) months of acquiring said title.*

B. *Each new owner shall submit an application for approval to the Association within six (6) months of acquiring title to a Unit.*

C. *Each new owner shall pay a transfer fee of \$100.00 to the Association, which shall be used to offset the Association's cost of reviewing the application for approval, and updating the official records of the Association, member roster, etc.*

Certified Copy: A certified copy of the instrument conveying title and the required fee must be attached to this Application.

12. Change of Primary Occupant: Sections 17.1.2 and 17.1.3 of the Declaration of Condominium states that in regard to a unit owned by a co-ownership not a husband or wife, or by a Corporation, Partnership, Trust or Other Entity not a natural person, the Board shall condition its approval upon the designation of one approved natural person as 'Primary Occupant'. The use of the unit by other persons shall be as if the Primary Occupant was the only actual owner. Any changes in the Primary Occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of the Condominium Documents. No more than one such change will be approved in any calendar year. No time share estates may be created. 'House sharing' by multiple families is prohibited.

a) **Primary Occupant Change:** Is this Application to apply for a change of the Primary Occupant?
YES NO

b) If YES, name proposed new Primary Occupant:

Name of Individual : _____ Date of Birth: _____

Social Security Number: _____ Telephone: _____

Address: _____ City, State, zip _____

Name of Spouse, if applicable: _____ Date of Birth: _____

Social Security Number: _____ Telephone: _____

Name of Custodial Children (if any):

Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____

Please note occupancy limit: four (4) persons/two-bedroom; two (2) persons/one- bedroom.

c) Describe reason for proposed change, and explain how the proposed change would not involve a time share estate or house sharing by multiple families: _____

d) Application processing fee: If this Application is to apply for a change of the Primary Occupant, the \$100.00 transfer fee per person must be attached. (Note: Pursuant to SEC. 718.112(2)(i), Florida Statutes (2003), husband/wife and dependent children need submit only one (1) transfer fee.)

13. Guests: Section 1.21 of the Declaration of Condominium defines a Guest as: *...any person who is not the unit owner or a lessee or a member of the owner's or lessee's family, who is physically present in, or occupies the unit on a temporary basis at the invitation of the owner or other legally permitted occupant, without the payment of consideration.* Section 15 of the Declaration of Condominium further defines a "guest" as "a person who enters upon the condominium property at the invitation of a unit owner or tenant (or their respective families) for the purpose of visiting the unit owner or tenant (or their respective families), occupying the Condominium unit for less than thirty days during any calendar year, or utilizing the Condominium property. Use or visitation without consideration (payment) distinguishes a guest usage from a tenancy.... Subsections of Section 15 describe other limitations, but all fall under the thirty-day per calendar year limit:

Please review all subsections of Section 15 of the Declaration of Condominium.

14. Occupancy by non-owner, non-primary occupant, non-lessee or non-guest:

Pursuant to the definition of "guest", any owner who has invited anyone other than his/her spouse or custodial children to stay in his/her unit as a non-paying occupant **for more than thirty (30) days a calendar year** must get approval of that occupant from the Board of Directors for each incident of occupancy beyond the thirty-day guest limitation. If a proposed occupant is not:

- An owner or spouse or custodial child of an owner, nor
- A Primary Occupant, nor
- A Lessee paying rent to the owner, nor
- A "Guest" pursuant to the definition of "guest" in Section 15 of the Declaration of Condominium as a visitor occupying less than thirty (days) in a calendar year,

but is an Occupant who will occupy as a nonpaying invitee of the owner for more than 30 days in a calendar year,

- whether the owner is in simultaneous residence or not;
- whether he/she is related to the owner or spouse or custodial children or not;

such occupant is referred to as a "Unit Resident", to distinguish his/her status of occupancy as different from owner, primary occupant, lessee or guest, and the proposed resident will need to fill out a separate Application for a Certificate of Unit Residency, and background checks may be conducted.

a) Separate Application for proposed Unit Resident: If you intend for an individual(s) to occupy your unit under the circumstances described above, you must attach, for each individual, a completed Application for Unit Residency (available from the condominium Office) to this Application. No fees are required, but background checks may be conducted.

b) Incomplete Application: If you intend to have a Unit Resident occupy, and you have not provided the Separate Application for the proposed Unit Resident, this Application for a Certificate of Approval will not be considered complete until this requirement is filled.

c) Non-renewable: If approved, the Certificate of Unit Residency will be good as long as the duration of continued occupancy. However, the Certificate will only be good for one continuing thirty-day-plus period of occupancy at a time. No option to extend or renew the Certificate for any additional period shall be contained in the Certificate, consistent with the Association's non-renewable policy for leases. If the Unit Resident leaves and returns after thirty (30) days, or occupies on a seasonal basis, an

Application for a new Certificate will be required each period of occupancy or each season.

- i. Do you plan to have a Unit Resident(s) occupy (please circle, if applicable):
 - a. Sporadically
 - b. On a seasonal basis
 - c. Permanently
- ii. If so, you hereby agree to attach the required separate Application(s) and to abide by the requirements of the policy here stated

15. Leasing: Section 16 of the Declaration of Condominium states: *The lease of a unit is defined as occupancy of the unit by any person other than the unit owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, etc.). The term "leasing" and "renting" shall be used interchangeably for the purpose of this Declaration of Condominium. The term "tenant" and "lessee" shall likewise be used interchangeably. Should a unit owner wish to lease his unit, he shall furnish the Association with a copy of the proposed lease and the name of the proposed lessee, as well as all proposed occupants. The Association shall have thirty (30) days from the receipt of notice within which to approve or disapprove of the proposed lease or proposed lessees or occupants. The Association shall give the unit owner written notice of its decision within said period. Failure to notify the unit owner shall be deemed an approval. No individual rooms may be rented and no transient tenants may be accommodated. "Rent-sharing" and subleasing is prohibited. All leases shall be for a minimum period of three (3) consecutive months and for a maximum period of nine (9) consecutive months. No unit may be leased more than once during the twelve (12) month period starting on July 1 each year and ending on June 30 of the following calendar year. The preceding sentence shall be applied by reference to the commencement date of a lease. A renewal or new lease to any of the same tenants or occupants under a lease immediately preceding such renewal or new lease may not commence sooner than three (3) after the immediately preceding lease term has expired.*

There are further subsections of Section 16, including, under subsection 16.2, the following: *...If a tenant fails to abide by the Condominium Documents, the unit owner(s) shall be responsible for the conduct of the tenant and shall be subject to all remedies set forth in the Condominium Documents and Florida law, without waiver of any remedy available to the Association as to the tenant. The unit owner shall have the duty to bring his tenant's conduct into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the unit owner fails to bring the conduct of the tenant into compliance with the Condominium Documents, the Association shall have the authority to act as agent of the unit owner to undertake whatever action is necessary to abate the tenants' noncompliance with the Condominium Documents, including without limitation the right to institute an action for eviction against the tenant in the name of the Association, or as agent of the unit owner. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the unit owner which shall be secured by a continuing lien in the same manner as assessment charges.*

In addition, Section VI of the Rules and Regulations of the Condominium states, among other things, that: *All lessees, overnight guests and Board-authorized permanent occupants must register with the Office upon arrival. Building Captains, as noted on the residential building bulletin boards, are available for temporary registration if arrival is after Office hours. It is imperative the Office know who is on the premises in the event of an emergency.*

It is the responsibility of the unit owner to provide lessees, guests and Board-authorized permanent occupants with the relevant requirements of the Condominium's Declaration of Condominium and Rules and Regulations...

a) Non-renewable Leases: In addition, Section VI (c) of the Rules and Regulations of the Condominium states that: *"No option to extend or renew a lease for any additional period shall be contained in any lease. Assignment and hold-over provisions shall not be included in the lease term and conditions."* If you lease each season, each season you must provide the Association a copy of the new lease, and each lease requires submission of an Application for a Certificate of Approval with payment of all required processing fees.

b) Government Unit Taxes: In addition, Section VI of the Rules and Regulations of the Condominium state that *"Unit owners acknowledge the requirements of the State of Florida and Collier County with regard to a tax on rentals and agree to hold the Association harmless with regard to this obligation.*

c) **Intent to Lease:** Do you intend to lease your unit? **YES NO**

16. Employment & Landlord References: Please fill in below.

a) **Employer of Applicant for Ownership:** _____

Business Address: _____

_____ Phone: _____

b) Name of **Current Landlord**, if any: _____

Address: _____ How many years? _____

City, State, Zip: _____ Phone: _____

c) Name of **Previous Landlord**, if any: _____

Address: _____ How many years? _____

City, State, Zip: _____ Phone: _____

17. Personal References: Two personal references (local if possible) are needed for each individual with an ownership interest in the unit. If owned by an entity that is not a natural person, two personal references are needed for the designated Primary Occupant. If you need more space, please provide the information on a separate piece of paper. References may be contacted by the Association. If Applicant wishes to expedite the process, each Reference may send his/her own letter attesting to the Applicant's character.

a) **Personal Reference Number One**

Name: _____ Phone: _____

Address: _____ City, State, zip _____

b) **Personal Reference Number Two**

Name: _____ Phone: _____

Address: _____ City, State, zip _____

18. Emergency Contact: Whom do you wish us to contact in case of emergency?

Name: _____ Phone: _____

Address: _____ City, State, zip _____

19. Vehicle Parking: Each unit is permitted two vehicles on Condominium property. See Section 14.3 of the Declaration regarding Vehicle and Parking restrictions. Specifically, no trucks or commercial vehicles are permitted overnight.

a) **Agreement:** Whether or not you plan on renting a vehicle, or whether or not you currently know the vehicle you plan to park on the condominium property, you hereby agree to abide by our requirements regarding vehicle parking.

b) **Explanation:** If you know the vehicle(s) that will be parked on the property for this unit, fill in below. If you do not know the vehicle(s), please explain:

c) Identity of Vehicle Number One:

Make, model and year of automobile to be kept at Hidden Lake Villas: _____

License Number: _____ State of Registration: _____ Color: _____

Automobile Title Holder's Driver's License Number and State of Issuance: _____

b) Identity of Vehicle Number Two (if any):

Make, model and year of automobile to be kept at Hidden Lake Villas: _____

License Number: _____ State of Registration: _____ Color: _____

Automobile Title Holder's Driver's License Number and State of Issuance: _____

20. Statement of Owner's Intent: I am applying for this Certificate of Approval with the intention to:
(Please circle the number below that applies.)

(1) Reside in the unit full time (2) Reside in the unit part time (3) Lease the unit

(3) Other (please explain) _____

21. Transfer Fees: A check for \$100 payable to Hidden Lake Villas Condominium Association, Inc., must accompany this application for the purpose of defraying the Association's application processing costs and directory and records updating.

If the unit is to be jointly owned, a separate \$100 check must be submitted for each individual applying. However pursuant to SEC. 718.112(2)(i), Florida Statutes (2003), husband/wife and dependent children need submit only one \$100 check.

If the unit is to be owned by any entity other than a natural person, such as a Corporation, Trust, Partnership or any other entity other than a natural person, each individual who may have, in any way, an ownership interest in the entity must submit a separate \$100 check.

22. Process Begins Upon Receipt of Complete Application: This Application must be filled out accurately, completely, and submitted with the required transfer fees before processing can begin. Applicants will be notified if their Application is deficient and be given opportunity to correct the deficiency.

23. Personal Interview: As is commonly done in Condominium Associations, Hidden Lake Villas Condominium Association, Inc., pursuant to Section 17.3.1 of the Declaration, retains the right to require an in-person interview with all Applicants. Once the Application has been designated as complete, the Applicant(s) will be advised within thirty (30) days of Board approval. An in-person interview may be required by the Board of Directors prior to approval to the Association.

24. Evidence of Ownership: If the proposed transaction is a sale, the title holder must provide, within thirty (30) days from transfer of the unit, a certified copy of the instrument conveying title. The document evidencing title must verify the same identical title holder as set forth on this Application. If title holder on the conveyance instrument is not the same as on the Application, or if the Association does not receive a certified copy in the required time frame, the Certificate of Approval may be rescinded. These requirements are for the protection of the unit owner and the Association. Unless you notify us otherwise, the Association Office shall expect the closing or transfer of ownership of the unit to take place within one week of the date of issuance of the Certificate of Approval, and shall expect to receive a certified copy of the instrument conveying title within forty-five (45) days from date of issuance of the Certificate of Approval.

25. Signature of Applicant(s): Please read carefully before signing.

- a) I hereby state that the information provided herein is complete and factual to the best of my knowledge. I agree that any falsification or misrepresentation in this Application will justify its disapproval for good cause. I consent to all inquiries by the Board concerning this Application.

- b) If ownership of the Unit is being transferred by a Sale, I have attached to the Application an executed copy of the purchase contract.
- c) If ownership of the Unit is being transferred by Sale or by Gift or by Other Transfer other than by Devise or Inheritance, I shall provide a copy of the deed or instrument of conveyance within thirty (30) days of the transfer of the unit, and I understand any Certificate of Approval issued may be rescinded if I do not do so within the required time frame, or if the name of the title holder on the certified instrument of conveyance does not match exactly the name of the title holder given on this Application.
- d) If ownership of the Unit is being transferred by Devise or Inheritance, I am providing with this Application a certified copy of the Instrument of Conveyance.
- e) If the ownership of this Unit is by a Corporation, Partnership, Trust or other entity not a natural person, I have attached the relevant sections of the governing documents related to ownership of this Unit.
- f) I have provided application processing fees in the amount of _____ to the Association.
- g) I authorize a credit, criminal background, tenant eviction notice and employment check as part of the application process.
- h) I also state that I have been advised of the location of the governing Documents of the Association, including the Second Amended and Restated Declaration of Condominium, the Second Amended and Restated Articles of Incorporation, the Second Amended and Restated By-Laws, and the updated Rules and Regulations and I have been advised a printed copy is available by request for a fee of \$25.00, and I agree to abide by all their requirements.
- i) I further state that I have provided copies of these governing documents to all other persons who may have an ownership interest in the unit, and they provide their signature below to this Application.
- j) I further state that I shall advise any and all guests, renters, and family members of the conduct required while staying in the condominium unit and I shall be responsible for their behavior, pursuant to the Association's governing documents.
- k) I CERTIFY THAT THE INFORMATION IS CORRECT AND COMPLETE AND HEREBY AUTHORIZE YOU TO MAKE ANY INQUIRIES YOU FEEL NECESSARY TO EVALUATE MY TENANCY. IF I RENT THE UNIT, I UNDERSTAND THAT THE INFORMATION GATHERED ON, AND FROM THIS FORM AND THE RENTAL AGREEMENT MAY BE MAINTAINED BY MANAGEMENT AND NATIONAL TENANT NETWORK FOR UP TO FIVE (5) YEARS AFTER I VACATE THE PREM

Signature(s) of all persons named in the Application as involved in any way in prospective ownership, and signature(s) of their spouses:

Owner: _____ Date: _____

Spouse, if any: _____ Date: _____

Owner: _____ Date: _____

Spouse, if any: _____ Date: _____

Signature of the Primary Occupant and Spouse, if any, if co-owners are other than one husband/wife, or if owned by a Corporation, Partnership, Trust, or any entity other than a natural person:

Primary Occupant: _____ Date: _____

Spouse, if any: _____ Date: _____

Signature of Life Tenant and Spouse, if any, if Life Tenancy is involved:

Life Tenant: _____ Date: _____

Spouse, if any: _____ Date: _____