

Westwind Lakes Garden Homes Condominium Association, Inc.

APPLICATION FOR SALE/PURCHASE

Please complete the application in its entirety. There are 5 pages in total. DO NOT leave anything blank. The **APPLICATION FEE: \$250**. Payments should be made to **Westwind Lakes Garden Homes Condominium Association, Inc** and be included at the same time as the application documents. *Allow 10 business days for this application to be processed.*

SELLER/BUYER INFORMATION:

Property Seller: _____

Property Address: _____ Unit#: _____

Seller Phone: _____ Seller Email: _____

Property Buyer: _____

Buyer Current Address: _____

Buyer Phone: _____ Buyer Email: _____

Employer: _____ Employed from: _____ to _____

Position: _____

Person to Contact: _____ Phone: _____

Email: _____

Co-Buyer or Spouse Name: _____

Co-Buyer Current Address: _____

Co-Buyer Phone: _____ Co-Buyer Email: _____

Employer: _____ Employed from: _____ to _____

Position: _____

Person to Contact: _____ Phone: _____

Email: _____

EMERGENCY CONTACT INFORMATION:

Contact Name: _____ Relationship _____

Address: _____
City State Zip Code

Main Phone: _____ Work Phone: _____

Email Address: _____

BUYER REFERENCES FOR RESIDENCE HISTORY IF APPLICABLE:

Rental Address: _____ How long did you rent? _____

Contact Name: _____ Phone: _____

Email Address: _____

I/we authorize Westwind Lakes Garden Homes Association to obtain references from the names provided above as part of my application.

Buyer Name: _____
Signature Today's Date**CHECKLIST:**

	HOA	Owner	Buyer
1. Completed application		_____	_____
2. Application Fee (\$250)		_____	_____
3. Copy of Driver's License (All residents 18 & Older)		_____	_____
4. Proof of Employment (if applicable)		_____	_____
5. Vehicle Registration Form (All Cars)		_____	_____
6. Emergency Contact Information		_____	_____
7. Copy of Purchase/Sale		_____	_____
8. HOA Account Status (Current/Past Due)	X	_____	_____
9. Background Check(s) (All Residents 18 & Older)		_____	_____
10. Security Deposit (If Applicable)		_____	_____
11. Rules and Regulations	X	_____	_____
12. Violation History (If Any)	X	_____	_____

Board Member Signature, Title_____
Date

Owner/Buyers Responsibilities:

1. **Maintenance payments are due MONTHLY on the first of the months, with a grace period until the 10th.** Our system is automatically set up for monthly collections. We ask that you do not wait to pay multiple months together, quarterly, twice a year or annually, as that can cause your account to be improperly sent to collections.
2. **Each unit is provided with 2 parking spaces only.** Decals are to be displayed in the right rear window of each vehicle. Vehicles must be parked front in to be easily identifiable to security and police. ALL units have access to 2 parking spaces and no more. **GUEST PARKING is NOT** an option for residents to use as additional parking.
3. It is the responsibility of the Buyer to read and understand the **Westwind Lakes Association Rules & Regulations**. They can be found on our website westwindlakes.com.
4. **The Seller shall provide the Buyer with the key to the pool at time of sale. New or lost keys are \$50.**
5. **The Seller is responsible for providing the Buyer with the location and the key to the property's mailbox.** Neither the management nor the board of directors of the association have access to either the location of the mailbox or spare keys.
6. **Buyers, please be aware that all alterations to the property must be submitted in writing to the association for approval.**
7. **There are no motorized vehicles of any kind allowed on the lake.** Access to the lake front may not be blocked. It is considered a common space.
8. **Sales/Purchases of any property must be approved** before a new owner is allowed to move in. All moves must happen during weekdays. No moves will be allowed on the weekends.
9. **Units (or portion of a unit) may not be sublet by either tenant or owner.** All occupancies must be approved through a rental application to the Association.
10. Collection of garbage (green bin) is on Tuesdays and Fridays. Recycling is on alternate Fridays. Bins are to be placed before 7am on pick-up days and removed as soon as possible from the curb.
11. Bulk Collections can be scheduled by calling the county at 311 or by scheduling through their website. **Please make sure you schedule the pick-up first and then put your bulk trash out.** Be sure to write the number provided by the county on the pile. **Every unit gets 2 bulk pick-ups per calendar year.**

SELLER Initial

Today's Date

BUYER Initial

TODAY'S Date

DICLOSURES

I/We understand that acceptance for rental at the community is conditioned upon the approval of the Board of Directors. Accordingly, I/We hereby agree for myself and on behalf of all persons who may use the unit which I/We seek to rent that I/We will abide by all restrictions contained in the bylaws and Rules & Regulations which may in the future be imposed by the Board of Directors. I have received a copy of all Association documents: _____Yes _____No

I/We have provided accurate information to the best of my/our knowledge.

I/We absolve Westwind Lakes Garden Homes Condominium Association from doing any wrongdoing and give them full permission to do a background check, reference check and credit check. They may use any means that they see fit to obtain all necessary information.

Seller	Print Name	Signature	Today's Date
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Seller	Print Name	Signature	Today's Date
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Buyer	Print Name	Signature	Today's Date
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Buyer	Print Name	Signature	Today's Date
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Florida Law- Florida Statute 718.116

718.116 Assessments; liability; lien and priority; interest; collection. --

11) If the unit is occupied by a tenant and the unit owner is delinquent in paying any monetary obligation due to the association, the association may make a written demand that the tenant pay the future monetary obligations related to the condominium unit to the association, and the tenant must make such payment. The demand is continuing in nature and, upon demand, the tenant must pay the monetary obligations to the association until the association releases the tenant or the tenant discontinues tenancy in the unit. The association must mail written notice to the unit owner of the association's demand that the tenant make payments to the association. The association shall, upon request, provide the tenant with written receipts for payments made. A tenant who acts in good faith in response to a written demand from an association is immune from any claim from the unit owner.

(a) If the tenant prepaid rent to the unit owner before receiving the demand from the association and provides written evidence of paying the rent to the association within 14 days after receiving the demand, the tenant shall receive credit for the prepaid rent for the applicable period and must make any subsequent rental payments to the association to be credited against the monetary obligations of the unit owner to the association.

(b) The tenant is not liable for increases in the amount of the monetary obligations due unless the tenant was notified in writing of the increase at least 10 days before the date the rent is due. The liability of the tenant may not exceed the amount due from the tenant to the tenant's landlord. The tenant's landlord shall provide the tenant a credit against rents due to the unit owner in the amount of monies paid to the association under this section.

(c) The association may issue notices under s. 83.56 and may sue for eviction under ss. 83.59-83.625 as if the association were a landlord under part II of chapter 83 if the tenant fails to pay a required payment to the association. However, the association is not otherwise considered a landlord under chapter 83 and specifically has no duties under s. 83.51.

Property Owner

Date: _____