

HEATHER HILL 3 – CONDOMINIUM ASSOCIATION

Dear Prospective New Owner/Renter:

All prospective new owners and renters are required by the association documents to complete an application and interview process prior to closing, or in the case of a renter, prior to occupancy. You should plan to allow up to two business weeks for completion of the Application Process.

The following items are required to complete the process:

- ❑ Completed Sales/Rental Application
- ❑ Copy of Sales Contract or Lease Contract
- ❑ Application Fee/Background Check Fee (\$100)
 - ❑ Check/Money Order made payable to ***Heather Hill 3 Condo Association***
 - ❑ Application/Background Fee MUST be received before beginning the process
 - ❑ Copy of Photo ID (driver license or passport)
- ❑ Completed Buyer/Tenant Check Background Form

An Instruction Sheet/Checklist is Included for Your Convenience.

When completed, the entire packet (originals with appropriate signatures) must be delivered or mailed to the following address to complete processing prior to closings:

**Progressive Management, Inc.
4151 Woodlands Parkway
Palm Harbor, FL 34685
ATTN: Adam**

If you have any questions, please contact **Progressive Management, Inc.** at **(727) 773-9542** for assistance.

**HEATHER HILL 3 - CONDOMINIUM ASSOCIATION
A 55+ COMMUNITY**

APPLICATION PROCESS INSTRUCTION SHEET/CHECKLIST
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1. Obtain Application Package and confirm contents:
 - Informational Cover Letter
 - Instruction Sheet/Checklist
 - One Page Application (**Attach Copy of Sales Contract or Lease**)
 - Background Information Form
 - Rules & Regulations
 - Frequently Asked Questions (Q&A)

2. Read and complete each form as indicated.

3. Mail or deliver all original documents listed above, the *Sales/Lease Contract**, and a \$100 check for the *Application Fee and Background Check Fee* made payable to **Heather Hill – 3 Condominium Association** to:

***Progressive Management, Inc.
4151 Woodlands Parkway
Palm Harbor, Florida 34685
Attn: Adam***

4. You will be contacted by a Board Representative to set up an appointment for your interview shortly after receipt and processing of your completed application.
5. The Application and other forms will be processed and presented to the Board of Directors for approval.

(If Purchaser) Once approved, the Board of Directors will execute a **Certificate of Approval**. Progressive Management, Inc. will contact the Buyer (or Agent) with notification that the process is complete. The Certificate of Approval will be mailed to your title company or realtor.

(If Tenant) A copy of the approved application will be mailed to Owner and Tenant for their records.

* Contract provided by the property owner or real estate agent

HEATHER HILL CONDOMINIUM ASSOCIATION

A 55+COMMUNITY

APPLICATION FOR APPROVAL FOR SALE OF APARTMENT

Building # _____ Apartment # _____ Parking Space # _____ # of Bedrooms _____

Prior to the approval of this form, said purchasers are required to attend an interview with two members of the Board of Directors. (A member of the board will reach out to schedule this). Additional required items for approval: \$100 application/background check fee. Proof of Age (copy of driver license or birth certificate).

Seller's Name: _____ Phone #: _____

Purchaser(s)

Name: _____ Birthdate: _____

Email: Address: _____ Phone #: _____

Name: _____ Birthdate: _____

Email: Address: _____ Phone #: _____

Purchasers' Current Address: _____

Any other person to occupy apartment:

Name: _____ Birthdate: _____

Person to notify in case of emergency:

Name: _____ Phone #: _____

Address: _____

Real Estate Agent: _____ Phone #: _____

Mortgage Holder: _____ Phone #: _____

It is the buyer's responsibility, after closing, to furnish three (3) copies of the certified-recorded deed to the Board of Directors of the Association. The buyer will then become a member of the Association and receive all important legal and unit owner information.

Purchaser(s) by their signature acknowledges that they have read and will abide by the Covenants, Restrictions, Rules, and Regulations of the Association, plus the Florida Statutes, Chapter 718.

Seller: _____ Buyer: _____ Date: _____

Seller: _____ Buyer: _____ Date: _____

Said approval by two members of the Board is based on information submitted by applicants, and assumes it is accurate and truthful.

Director's Signature: _____ Date Signed: _____

Director's Signature: _____ Date Signed: _____

DATE _____

CUSTOMER NUMBER _____

BUYER / TENANT INFORMATION FORM

I / We _____, prospective
buyer(s) / tenant(s) for the property located at _____
Managed By: Progressive Management, Inc. 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

FIRST BUYER/TENANT INFORMATION:

SECOND BUYER/TENANT INFORMATION:

SINGLE ____ MARRIED ____

SINGLE ____ MARRIED ____

FULL NAME: _____

FULL NAME: _____

DATE OF BIRTH: _____

DATE OF BIRTH: _____

DRIVER LICENSE #: _____

DRIVER LICENSE#: _____

CURRENT ADDRESS: _____

CURRENT ADDRESS: _____

HOW LONG? _____

HOW LONG? _____

LANDLORD & PHONE: _____

LANDLORD & PHONE: _____

PREVIOUS ADDRESS: _____

PREVIOUS ADDRESS: _____

HOW LONG? _____

HOW LONG? _____

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

SIGNATURE: _____

SIGNATURE: _____

PHONE NUMBER: _____

PHONE NUMBER: _____

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

TENANT CHECK FAX#: (727) 942-6843

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 & REGULATIONS OF HEATHER HILL MASTER CONDOMINIUM ASSOCIATION

AS APPROVED BY THE BOARD OF DIRECTORS

APRIL 10, 2017

RULES AND REGULATIONS

HEATHER HILL MASTER COMDOMINIUM ASSOCIATION

Each owner, invitee, relative, guest, tenant, or otherwise of Heather Hill shall, in addition to the obligations and duties as set forth in the Declaration of Condominiums, the By-Laws, of amendments thereto, be governed by the following Rules and Regulations.

PETS: Pets are not permitted anywhere in Heather Hill. No pets, except aquarium sized fish or a maximum of two (2) birds no larger than a cockatiel, are permitted. This prohibition includes animals accompanying visitors who bring pets for the purpose of pet sitting. The feeding of strays, defined as domestic animals who are lost or otherwise at large, is not permitted. For qualified Assistant Animals, an application must be submitted to the Board of Directors for approval.

Parking: All vehicles shall be parked only in the parking spaces so designated for that purpose by each condo. Such designation may be by appropriate marking of the space as determined by each condo. Guest parking spaces will be designated by the word "GUEST" stenciled in the appropriate space. Guest areas are for the use of guest or tradesmen. Vehicles, as used in this article, refer to automobiles, pick-up trucks, and vans. Excluded as to owners or tenants are motor homes, trailers, commercial conveyances, whether lettered or giving the appearance of commercial or business use, and any and all modes of travel which tend to exhibit a noise level incompatible with the tranquility expected in this community. At no time may any vehicle extend into the roadway.

Owners who loan or rent their designated parking space to anyone are still ultimately responsible for any damage incurred by the result of such use. Notification to the Board of Directors of intent to loan or rent does not nullify this responsibility. Owners are prohibited from loaning or renting their designated parking place to nonresidents of non-unit owners without a request or knowledge of their representative and approval by the Board of Directors. Storage of a vehicle by a non-unit owner is prohibited anywhere on the condominium property.

Mechanical repairs to vehicles are prohibited anywhere on the condominium property.

RESIDENTS: Each unit shall be used only for the purpose of single family residence, the principal resident being over the age of fifty-five (55) years and any secondary family members, except for a spouse, shall be no

younger than forty (40) years, for no other purpose whatever. Guest are permitted for a period not to exceed one (1) month per calendar year. Children under the age of eighteen (18) years are permitted for a period not to exceed two (2) weeks per calendar year.

Any occupants other than unit owners, who are in residence without the presence of the owner, are presumed to be renting said premises and are subject to Board approval and the payment of fees imposed by the Association. Any deviation from this rule must be presented to the Board of Directors, and the owner will abide by the decision of the Board.

Any person moving into an occupied or vacant unit as a caregiver of companion to a resident shall be considered an individual resident for that purpose and may not bring any other individual(s) to reside therein.

REAL ESTATE: No signs or advertisements of any kind may be posted anywhere on the property, with the exception of notices of items regarding Heather Hill business.

No homebased business requiring vehicular or foot traffic is permitted.

Owners desiring to sell or rent a unit must provide knowledge to the prospective buyer/lessor of screening requirements and submit a completed application and appropriate fee from the prospective buyer/lessor to the Association for approval prior to occupancy. Seller is also required to furnish buyer with copies of the condominium documents, including the Declaration of Condominium, By-Laws, and Rules and Regulations.

Going forward from this date, April 10, 2017, no new owner may rent their unit within the first two (2) years of purchasing unit. After the two (2) year requirement, only one (1) lease in any twelve (12) consecutive month period will be allowed.

Current owners, as of this date, April 10, 2017, no leased is allowed for less than six (6) months.

POOL: Children must be accompanied by a custodial parent and the unit owner or tenant, of whom they are guest, in the pool or pond areas. In the absence of a custodial parent, the unit owner must be present and must assume full responsibility and liability for any child. Tenants may not allow any minor children in the pool or pond areas without the presence of a custodial parent. Persons who are incontinent or lack bowel control, including babies and small children, are prohibited from entering the pool.

CLUBHOUSE: The clubhouse is reserved for the use of owners and residents for approved social and business events of Heather Hill only. Request for use will be handled by the Board Secretary with Board approval. A security deposit, to be determined by the Board of Directors, must be submitted with request. The Clubhouse Use Guidelines must be followed.

UNIT MAINTENANCE: Each occupant shall maintain his/her apartment in good condition and repair, including all internal surfaces within his/her apartment, and maintain and repair the fixtures therein. All flooring in multi-level buildings must have wall to wall carpeting, except in the kitchens or bathrooms, to prevent noise or disturbances to the occupant below or adjacent unit. All utilities which are metered separately to an apartment will be paid promptly. Common areas of the buildings, such as walkways, carports, landscaped and grassed areas, etc. shall be used only for the purposes intended. No articles belonging to apartment occupants shall be kept in such areas, temporarily, or otherwise. Occupants who have a courtyard attached are responsible for the courtyard in regards to maintenance of fences and interior elements, and for landscaping and plantings in a manner that is reasonable. Additional planting may be made, but must be maintained in a manner acceptable to the Association. In the event an occupant vacates the property for a considerable length of time, arrangements must be made for the maintenance of the court yard in manner acceptable to the Association.

Any resident, who leave his premises for a period of a week or more, must remove all exterior objects which are not permanently affixed.

Unit occupants are reminded that the alterations and repair of buildings is the responsibility of the Association, except for the interior of each unit. No exterior painting of doors, additions/replacement of exterior doors, exterior lighting fixtures, windows, or any other item whatsoever is permitted without approval of the Board of Directors. Any alterations to the interior boundary wall is forbidden except as permitted by the Board of Directors.

Each unit may identify its occupant by a name plate of a type and size approved by the association and mounted in a place and manner so approved.

NOISE: No occupant may make or permit any disturbing noise in the building or on the condominium property, whether made by him/her or family, friends, guest, servants, nor do or permit anything to be done by such persons that would interfere with the rights, comfort, or other conveniences of other occupants. This prohibition includes vehicle radio, musical instruments, audio devices, televisions, radio, machinery in any apartment or, on or about the condominium property between the hours of 11:00PM and the following 8:00AM. Car locking indicator horn signals are prohibited at all times. The first infraction will receive a warning. Any subsequent infractions will be referred to the Board of Directors for action.

ANTENNAS: No radio or television antennas, or any wiring for such purpose may be installed on the exterior of any building or upon the condominium property without the prior written consent of the Association.

COMPLIANCE: Enforcement of the Rules and Regulation shall be the responsibility of the Board of Directors. Failure to comply can result in such action of the Board as deemed necessary, including fines and possible interest charges, and possible revocation of privileges. Unpaid fines and interest become debts. And can result in liens on the unit property.

HEATHER HILL APARTMENTS NO. 3 ASSOCIATION

2023 BUDGET

01/01/2023 - 12/31/2023

<u>ACCT #</u>	<u>INCOME</u>	<u>2022 BUDGET</u>	<u>2022 PROJ ACTUAL</u>	<u>2023 BUDGET</u>
4010	MAINTENANCE FEES	\$ 119,640	\$ 119,640	\$ 129,720
4150	LAUNDRY		1,356	696
4165	TRANSFER FEES		100	
4300	INTEREST		96	
	TOTAL INCOME	<u>\$ 119,640</u>	<u>\$ 121,192</u>	<u>\$ 130,416</u>

<u>ACCT #</u>	<u>OPERATING EXPENSE</u>	<u>2022 BUDGET</u>	<u>2022 PROJ ACTUAL</u>	<u>2023 BUDGET</u>
6020	OFFICE EXPENSES	\$ 792	\$ 696	\$ 792
6029	FLORIDA CONDO FEES	120	120	120
6030	MANAGEMENT FEES	4,116	4,160	4,284
6052	PROFESSIONAL SERVICES	48	410	180
6100	ELEVATOR	3,096	3,276	3,396
6110	ELECTRICITY	3,600	4,226	4,440
6130	WATER (SEWER)	5,484	5,426	5,640
6133	STORMWATER/UNITCHARGE	10,824	11,520	11,928
6135	TRASH	2,640	1,830	2,244
6350	DUES, LIC & PERMITS	72	75	72
6450	COMMON EXPENSE	13,128	13,128	13,200
6580	JANITORIAL SERVICES	2,340	2,532	2,604
6606	LAWN SERVICES	3,768	3,656	3,768
6610	R & M ROADS AND GROUNDS	1,068	965	1,068
6627	R & M BUILDING	8,580	9,684	9,948
6668	CONTINGENCY	612	0	612
	TOTAL	<u>\$ 60,288</u>	<u>\$ 61,704</u>	<u>\$ 64,296</u>

<u>ACCT #</u>	<u>RESERVES (partially funded)</u>			
8300	PAINING	\$ 2,856	\$ 2,856	\$ 4,896
8301	PAVING	996	996	19,500
8302	ROOF	28,152	28,152	9,996
8330	DEFERRED MAINTENANCE	7,848	7,848	5,100
8335	ELEVATORS	-	-	492
8373	INS. DEDUCTIBLE	96	96	96
8375	INSURANCE	19,404	19,404	24,852
8387	LAUNDRY			696
8436	WATERLINES/SEWER PIPES	-	-	492
	TOTAL	<u>\$ 59,352</u>	<u>\$ 59,352</u>	<u>\$ 66,120</u>

GRAND TOTAL	<u>\$ 119,640</u>	<u>\$ 121,056</u>	<u>\$ 130,416</u>
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HEATHER HILL APRTMENTS NO. 3

RESERVES (fully funded)

PAINING	\$ 4,484
PAVING	18,774
ROOF	11,620
WATER/SEWER PIPES	7,500
ELEVATOR	1,364
TOTAL RESERVES	<u>\$ 43,741</u>
TOTAL OPERATING	\$ 64,296
TOTAL CONDO 3 RESERVES (FULL)	43,741
TOTAL INSURANCE	24,852
TOTAL MASTER RESERVES (FULL)	117
TOTAL	<u>\$ 133,006</u>

In compliance with Chapter 61B-22.003(1)(d), F.A.C., the following items which are contained in Chapter 718.504(20)(c), F.S., are not applicable to this condominium budget.

As to the Association: Recreational leases, taxes on Association property, taxes on land leased areas, security provisions, operating capital, and other expenses.

As to unit owners individually:

Rent for a unit, rent payable to the Association or its agent for any land lease.

MAINTENANCE FEE SCHEDULE FOR HEATHER HILL APARTMENTS NO. 3 ASSOC.

<u>UNIT</u>	<u>% OF OWN</u>	<u>MO. AMT. W/PARTIAL RESERVES</u>	<u>MO. AMT. W/FULL RESERVES</u>
101	0.037	399.97	410.10
102	0.036	389.16	399.02
103	0.034	367.54	376.85
104	0.029	313.49	321.43
105	0.029	313.49	321.43
106	0.029	313.49	321.43
107	0.029	313.49	321.43
108	0.034	367.54	376.85
109	0.036	389.16	399.02
110	0.037	399.97	410.10
201	0.037	399.97	410.10
202	0.036	389.16	399.02
203	0.034	367.54	376.85
204	0.029	313.49	321.43
205	0.029	313.49	321.43
206	0.029	313.49	321.43
207	0.034	367.54	376.85
208	0.034	367.54	376.85
209	0.036	389.16	399.02
210	0.037	399.97	410.10
301	0.037	399.97	410.10
302	0.036	389.16	399.02
303	0.034	367.54	376.85
304	0.029	313.49	321.43
305	0.029	313.49	321.43
306	0.029	313.49	321.43
307	0.034	367.54	376.85
308	0.034	367.54	376.85
309	0.036	389.16	399.02
310	0.037	399.97	410.10
		10,810.00	11,083.87
		<u>X 12</u>	
		129,720.00	

HEATHER HILL APARTMENTS NO. 3 ASSOCIATION
2023 RESERVE ANALYSIS

RESERVE ACCOUNT & ORIGINAL ESTIMATED LIFE EXPECTANCY	ESTIMATED REPLACEMENT COST	ESTIMATED AMOUNT FUNDED AS OF 1-1-23	ESTIMATED LIFE REMAINING (YEARS)	ESTIMATED UNFUNDED REPLACEMENT COST	ESTIMATED ANNUAL FUNDING REQUIREMENT
PAINTING ORIGINAL LIFE - 7	30,000	7,580	5	22,420	4,484
PAVING LIFE - 15	24,750	5,976	1	18,774	18,774
ROOF ORIGINAL LIFE - 20	225,000	62,324	14	162,676	11,620
WATER/SEWER PIPES ORIGINAL LIFE - 50	60,000	0	8	60,000	7,500
ELEVATOR ORIGINAL LIFE - 40	45,000	0	33	45,000	1,364

Other Estimated Reserve Account as of 1-1-23

Deferred Maintenance	\$ 30,295.00
Insurance Deductible	\$ 1,476.00
Insurance	\$ 5,430.70

The amounts used in the above table are estimates only and are not to be relied upon as actual costs

HEATHER HILL APARTMENTS NO. 2, 3, 4 ASSOCIATIONS

FREQUENTLY ASKED QUESTIONS AND ANSWERS

(In compliance with Chapter 718.111(12)(a)(14) and 718.504, F.S.)

As of **January 1, 2023**

- Q. What are my voting rights in the Condominium Association?
A. **One vote per condominium unit.**
- Q. What restrictions exist in the Condominium Documents on my right to use my unit?
A. **Refer to Condominium Documents and Rules & Regulations.**
- Q. What restrictions exist in the Condominium Documents on the leasing of my unit?
A. **No condominium may be leased for a period less than twelve (12) consecutive months. No new owner may rent their unit within the first two (2) years of purchasing unit. To lease there is a \$50.00 Lease Application Fee. Refer to Condominium Documents and Rules & Regulations.**
- Q. How much are my assessments to the Condominium Association for my unit type and when are they due?
A. **Assessments are due on the first of the month. For specific the amount of assessments, please check with the Management Company or the Board of Directors prior to closing.**
- Q. Do I have to be a member in any other association? If so, what is the name of the association and what are my voting rights in this association? Also, how much are my assessments?
A. **Yes. The Heather Hill Master Association. Your unit counts as one (1) vote of 110 voting units. Assessments are part of individual association dues.**
- Q. Am I required to pay rent or land use fees for recreational or other commonly used facilities?
A. **Yes. Through Midwest Realty Management, 2990 Universal Street, Suite A, Oshkosh, WI 54904. Call for amounts. 920-426-2060**
- Q. Is the association or any other membership association involved in any court cases in which it may face liability in excess of \$100,000.
A. **No.**

Signed _____
President

NOTE: **THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO, THE SALES CONTRACT AND THE CONDOMINIUM DOCUMENTS.**