

**SCOTTISH HIGHLANDS CONDOMINIUM ASSOCIATION, INC
APPLICATION FOR UNIT TRANSFER OF OWNERSHIP**

I/we hereby notify the Board of Directors of Scottish Highlands Condominium Association, Inc. that I/we wish to transfer ownership of my/our unit as indicated below and request your approval.

Owner(s) Name _____ **Telephone #** _____

Address _____ Unit No _____

Date _____ **Signature(s)** _____

Send advice of approval or rejection to Owner(s) _____ Agent _____

Purchaser(s) Name _____ **Telephone#** _____

Current Address _____

Buyers Real Estate Agent (if applicable) _____ Telephone No. () _____

Address _____

I /we are purchasing this unit for (check each that applies):

Permanent residence _____ Part Time Residence _____ Rental Investment _____

*Name and Number of adults who will occupy this unit (**Must Be Completed**):

Age 18-54 _____

Age 55+ _____

Do you expect anyone else to move into your resident? Yes ___ No ___ If yes, please explain on back.

*No one under the age of 18 will be permitted except as allowed under Condominium documents I/we certify that I/we understand that residence in the condominium is governed by the provisions in the Declaration of Condominium, which is a legal document prepared and issued for the benefit of all owners in the condominium, and agree to abide thereby. I/we have received a copy, and read the condominium documents. I/we authorize a financial and criminal background check to be completed. **Any future occupants of the property will have to pass a background check before moving in.**

I/we understand that Scottish Highlands is an "independent living" community. There are no facilities for transportation, nursing care or home maintenance. This is the responsibility of each residence.

If this application is approved, I/we intend to close on this unit (date) _____

I/we plan to occupy the unit on (date) _____

If purchase is for Joint ownership, both must sign:

Buyer(s) Signature(s)

Signature of Applicant (if other than buyer) _____ **Date** _____

Attach copies of proof of age of all occupants and a non-refundable check in the amount of \$100.00 made payable to S.H.C.A., INC. for the screening fee, preparation and recording fee for the Scottish Highlands Condominium Association Certificate of Approval for the Transfer of Ownership. Write your social security number(s) next to the proof of age in pencil.

Orientation Completed ___ Date _____ Background Check Completed ___ Date _____

We Recommend: Approval _____ Rejection _____ If this application is rejected, state reason: _____

Board of Directors:

Date _____ By _____ Date _____ By _____

Date _____ By _____ Date _____ By _____

Check # _____ Received from _____ Date _____ Copy of the contract for sale _____ yes _____ no

Scottish Highlands Condominium Association, Inc. By-Laws

Article 6. Residential Lease or Sale

6.1 Screening Process

The sale and lease of a parcel by an owner shall be subject to the provisions listed below.

6.1.1 Lease or Transfer

Without prior approval of the Residential Screening Committee, hereinafter in Article 6 referred to as the "Committee," no owner may lease or dispose of a parcel or any interest therein by sale, transfer or otherwise except to a member of the Association, a spouse or a trust of which the owner, his spouse or lineal descendants are the sole beneficiaries. Parcels may be owned or occupied only as a single family residence. Single family shall include one (1) person, two (2) or more persons all of whom are related by blood, marriage or legal adoption, or not more than two (2) unrelated persons living and cooking together as a single housekeeping unit.

6.2 Leases

6.2.1 Lease Approval

All leases shall be subject to prior approval of the Committee. Occupancy of a parcel by any person(s) in the absence of the owner, except for the spouse of the owner, or parents, children, grandchildren or siblings of the owner or his spouse, shall be treated as a lease and must be approved by this Committee. Not less than ten (10) working days prior to the start of the term of the proposed lease, an owner or his agent shall apply to this Committee for approval of the lease, using the application form prescribed by this Committee with the approval of the Board. The owner and/or the intended lessee shall furnish such information as this Committee may reasonably require, including a copy of the proposed lease. The prospective lessee shall be available for an in-person or telephone interview by the Committee prior to the approval of the lease. It shall be the owner's obligation to furnish the lessee with a copy of all pertinent Condominium Documents. Each lease, or addendum attached thereto, shall contain an agreement of the tenant to comply with all Condominium Documents.

6.2.1.1 All leases shall include a provision appointing the Association as agent and attorney-in-fact for the owner so that the Association may act on behalf of the owner to enforce the lease, evict the tenant or otherwise enforce its Documents against the tenant. If the lease does not so provide, it shall be deemed to include such provisions. The foregoing rights may be exercised only upon ten (10) days written notice to the owner.

6.2.1.2 All leases shall provide authorization for the tenant to pay rent directly to the Association upon receipt of written notification from the Association that the owner is delinquent in paying assessments or other permissible charges. If the lease does not so provide, it shall be deemed to include such provisions. The foregoing rights may be exercised only upon ten (10) days written notice to the owner.

6.2.1.3 The owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease or any of the foregoing provisions and agrees to be jointly and severally liable with the lessee for the costs of any eviction proceeding brought by the Association against his lessee, including reasonable attorney fees.

6.2.1.4 All applicants for approval shall provide the Committee with proof of the age of all proposed occupants to ensure compliance with these Bylaws.

6.2.1.5 The Committee shall notify the owner of the approval or disapproval of a proposed lease within ten (10) working days after receipt of the completed application, lease, fee, if any, and interview, whichever is last received. The Association has a right to require, as a condition to permitting the leasing of a parcel, the depositing with the Association of a security deposit, up to the highest amount allowable by law, which may be placed by the Association in an account without interest and which may be co-mingled with other security deposits. If the application is not timely denied, it shall be deemed approved.

6.2.1.6 Upon termination of occupancy of the parcel by the lessee, the Association may deduct from the security deposit an amount equal to any actual or anticipated expenses occasioned by the wrongful acts of the lessee or his invitee(s), including, but not limited to, damage to the common elements and

the limited common elements and Association property. Each tenant shall be jointly and severally liable with the owner for any damages to the common elements or Association property or other injuries or damage caused by the acts, omissions or negligence of such tenants or those claiming by, through or under them. Any amount remaining from the security deposit after such amount is deducted shall be returned to the lessee by the Association not later than fifteen (15) days from the date of notice to the Association of the termination of occupancy of the parcel by lessee.

6.2.2 **Lease Restrictions**

All leases shall be for a minimum period of ninety (90) days. An owner shall not lease the parcel more than once in a fiscal year. Acknowledging that leases are sometimes terminated early because of circumstances beyond the control of the owner, the Committee has the right to approve a new tenant. However, in no event shall this Committee or the Board approve more than two (2) lease agreements relating to any parcel in a fiscal year.

6.2.2.1 Only entire parcels may be leased. There shall be no subletting of parcels. Guests of tenants must be registered with the Association. The maximum stay of guests of tenants is fourteen (14) days. Guests of tenants may not use the parcel unless the tenant is also in residence.

6.2.2.2 An owner of a leased parcel may not use any portion of the common elements except as a guest.

6.2.3. **Lease Disapproval**

If a proposed lease is disapproved by the Committee, the owner shall be so advised in writing, with the reasons stated, and the lease shall not be made. Any lease made in violation of this Bylaw shall be voidable and the Association may institute suit to evict the tenant. An owner violating this paragraph shall be liable for all court costs and reasonable attorney fees incurred by the Association.

6.2.3.1 Reasons for disapproval of a lease include but are not limited to: unacceptable age of occupants; incomplete application; apparent violation of other restrictions; bad references; criminal convictions; or rentals in violation of these documents.

6.3 **Sale or Transfer of Ownership**

The approval of the Committee required for the transfer of parcel ownership shall be obtained in the following manner:

6.3.1 An owner intending to make a sale or transfer of the parcel or any interest therein shall give to the Committee: (1) on forms prescribed by this Committee with the approval of the Board, notice of such intention not less than ten (10) working days before the sale or transfer of such, and (2) all other information concerning the intended purchase as the Committee may reasonably require.

6.3.2 A copy of the proposed contract of sale signed by the prospective buyer shall be supplied to the Committee along with proof of the age of all proposed occupants. Financial information may be deleted. The prospective purchaser shall be available for an in-person or telephone interview by the Committee prior to the approval of the sale.

6.3.3 Within ten (10) working days after receipt of the proposed contract for sale, payment of fee, if any, and interview, whichever is last received, the Committee must either approve or disapprove the transaction. If approved, the approval shall be stated in a Certificate of Approval executed by the President, Vice President or Treasurer of the Association and the Chairman of the Committee, and attested to by the Secretary in writing.

6.3.4 If the proposed transaction is disapproved, the owner shall be advised in writing, with the reasons stated, and the transaction shall not be completed.

6.4 **Processing Fees**

The Committee may require the payment of a processing fee simultaneously with the giving of notice of intention to sell, transfer or lease. Any processing fee set by the Board shall conform to applicable law.

6.5 **Voiding Sales or Leases**

Any sale or lease not authorized pursuant to the terms of these Bylaws shall be voidable at the discretion of the Board. The Association must commence an action to set aside such transaction within one hundred twenty (120) days.