

**VILLAGE ON THE GREEN HOMEOWNERS'
ASSOCIATION, INC.
SALE APPLICATION**

WELCOME TO THE VILLAGE ON THE GREEN PATIO HOMES

**APPLICATION MUST BE SUBMITTED NO LESS THAN TEN (10) BUSINESS DAYS
BEFORE CLOSING DATE**

**All applications must be submitted to:
AMERI-TECH COMMUNITY MANAGEMENT, INC.
24701 US HWY 19 N. Suite 102
Clearwater, FL 33763
ATT: James J. Mateka**

Along w/ your non-refundable \$150.00 Application Fee

**Please make all Checks or Money Orders payable to:
Village on the Green Patio Homes
No application will be processed w/o the Application Fee**

**If this is a SALE, or a LEASE, please attach 3 copies of the
appropriate contract.**

**An appointment will be scheduled w/ the VOG Interview Committee.
Approval of the Buyer, or Lessee, must be by the Interview
Committee, PRIOR TO CLOSING, as required VOG Assoc. DOCs**

Revised – 7/18/23

BUYER INFORMATION FORM

I / We _____,
prospective tenant(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 of this application. I / we understand that in 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

TENANT INFORMATION:

SINGLE ____ **MARRIED** ____

SOCIAL SECURITY #: _____

FULL NAME: _____

DATE OF BIRTH: _____

DRIVER LICENSE #: _____

CURRENT ADDRESS: _____
FOR HOW LONG? _____

LANDLORD & PHONE: _____

PREVIOUS ADDRESS: _____
FOR HOW LONG: _____

EMPLOYER: _____

OCCUPATION: _____

GROSS MONTHLY INCOME: _____

LENGTH OF EMPLOYMENT: _____

WORK PHONE NUMBER: _____

HAVE YOU EVER BEEN ARRESTED?
(CIRCLE ONE) YES NO

HAVE YOU EVER BEEN EVICTED?
(CIRCLE ONE) YES NO

SIGNATURE: _____
PHONE NUMBER: _____

SPOUSE / ROOMATE:

SINGLE ____ **MARRIED** ____

SOCIAL SECURITY #: _____

FULL NAME: _____

DATE OF BIRTH: _____

DRIVER LICENSE #: _____

CURRENT ADDRESS: _____
FOR HOW LONG? _____

LANDLORD & PHONE: _____

PREVIOUS ADDRESS: _____
FOR HOW LONG: _____

EMPLOYER: _____

OCCUPATION: _____

GROSS MONTHLY INCOME: _____

LENGTH OF EMPLOYMENT: _____

WORK PHONE NUMBER: _____

HAVE YOU EVER BEEN ARRESTED?
(CIRCLE ONE) YES NO

HAVE YOU EVER BEEN EVICTED?
(CIRCLE ONE) YES NO

SIGNATURE: _____
PHONE NUMBER: _____

FEDERAL LAW REQUIRES THE END USER TO MAINTAIN THIS FORM FOR A PERIOD OF FIVE YEARS (tenant check application rev. 03/2015)

PURCHASER'S SALES APPLICATION Page One of Two
VILLAGE ON THE GREEN HOMEOWNER'S ASSOCIATION, INC.
(A Florida Not-for-Profit Corporation and 55-years and older community)

Note: A \$150.00 non-refundable fee, copy of sales contract and completed census form must accompany this application before a personal interview is conducted – All of these procedures shall occur before occupancy.

This Application is for: Sale _____ Lease _____ Co-Occupancy _____

Lot No. _____ Address _____ Clearwater, FL 33763

Name of present Owner(s): _____

Mailing Address: _____

Personal Date of Purchaser(s), or Lessee(s), or Co-Occupant(s)
(A separate Application and fee are required for other than a spouse or bona fide dependent(s))

1. Name: _____ Birth Date: ____/____/____ Res Phone: _____

Cell #: _____

2. Name: _____ Birth Date: ____/____/____ Res Phone: _____

Cell #: _____

1. Driver's License No. _____ Vehicle Plate No. #1 _____

2. Driver's License No. _____ Vehicle Plate No. #2 _____

Social Security #1 ____/____/____ Social Security #2 ____/____/____

Purchaser(s) Present Address: _____

Lessee(s) Landlords Address/Phone: _____/_____

Co-Occupant Present Address: _____

Is there a Service Animal to be housed at this address? Yes _____ No _____

(If "Yes", Additional forms are required.... Ask MGMT Company)

Purchaser(s): (If retired, employment prior to retirement)

1. Current Employer: _____ Phone: _____

Occupation: _____ How long? _____

Any other person(s) that will occupy home for more than thirty (30) days during a year's period?

Have you ever been evicted? _____

Have you ever been convicted of a crime? _____

Have you ever been in litigation with a landlord, condominium, or homeowner's association?

_____ If "Yes" please provide details as to date, location, and other pertinent information

Name of real estate agent & company, or person handling sales/lease transaction.

Name _____ Address _____ Phone _____

Purchaser(s) Only: Purchaser(s) understands that s/he/they will automatically become a member of the Village on the Green Homeowners' Association, Inc. [aka patio homes], and Village on the Green Tract B Recreation Association, Inc. and that all duly enacted assessments of these Associations are due and payable as enacted, and if unpaid, are subject to a lien upon the patio home at:

_____ (initial)

PURCHASER'S SALES APPLICATION
VILLAGE ON THE GREEN HOMEOWNER'S ASSOCIATION, INC.
(A Florida Not-for-Profit Corporation and 55-years and older community)

Page Two of Two

Purchaser(s), Lessee(s), & Co-Occupant(s), authorize the association or managing agent to secure credit and any other information deemed necessary in approving this application.
_____(initial)

Purchaser(s): Has/Have received the following: Declarations ____ By-Laws ____ Articles of Incorporation ____ Current Budget ____ End of Previous Year Financial Report ____ Hud Census Form for Housing for Older Persons ____ Rules & Regulations ____ Q&A ____
_____(initial)

Purchaser(s): Has/Have read the above stated documents and affirm that s/he/they will abide by all terms and conditions of said rules and regulations as now enacted or will be duly enacted in the future. _____(initial)

Lessee's: Has/Have received and read the rules and regulations and affirm that s/he/they will abide by all terms and conditions of said rules and regulations as now enacted or will be duly enacted in the future. _____(initial)

Co-Occupant(s): Have received and read the rules and regulations and affirm that s/he/they will abide by all terms and conditions of said rules and regulations as now enacted or will be duly enacted in the future. _____(initial)

Proposed Move-In Date: _____ If Lease, Expiration Date: _____

Applicant Signature(s) of Affiant(s)

Date: _____ Date: _____
Witness: _____ Witness: _____

IN ORDER FOR THIS APPLICATION TO BE CONSIDERED, IT MUST BE COMPLETED AND ACCOMPANIED BY 3 COPIES OF SALES OR LEASE CONTRACT, HUD CENSUS FORM AND APPROPRIATE FEE.

DELIVER OR MAIL APPLICATION WITH EXHIBITS TO:
AMERI-TECH COMMUNITY MANAGEMENT, INC.
24701 US HWY 19 N, SUITE 102
CLEARWATER, FL 33763

AN INTERVIEW BY THE BOARD OF DIRECTORS MUST BE COMPLETED PRIOR TO APPROVAL OF THIS APPLICATION AND BEFORE CLOSING OF SALE OR LEASE

DO NOT WRITE BELOW THIS LINE

FOR BOARD OF DIRECTORS USE ONLY

() APPROVED () DISAPPROVED DATE: _____

_____ (PRINT NAME HERE)	_____ (TITLE)	_____ (SIGNATURE)	_____ (DATE)
_____ (PRINT NAME HERE)	_____ (TITLE)	_____ (SIGNATURE)	_____ (DATE)
_____ (PRINT NAME HERE)	_____ (TITLE)	_____ (SIGNATURE)	_____ (DATE)

VILLAGE ON THE GREEN HOMEOWNERS' ASSOCIATION, INC.

A 55 and Older Community

**Papers needed by the Interview Committee completely filled out PRIOR to an
interview appointment**

- 1. Background check/credit check on all persons that are to reside in the home completely by Management Company**
- 2. Three (3) completed, fully signed, copies of the Contract for Sale or Lease.**
- 3. Two (2) copies of the required Census form with two (2) copies of proof of age on all who will reside in the home for more than two (2), 3-week visits per year.**
- 4. Three (3) Village on the Green Homeowners' Association, INC., Application Approval Forms, with all spaces initialed by all of the home stating that they have received a copy of the described documentation and are signing also that they have read, understand and agree to abide by ALL rules and regulations of our Homeowners' & Recreation Association Documents. Signatures that need witness should only be signed and dated when are to be witnessed. This can be done at the interview. One Board approved copy goes back to the Management Company, one in our files, and the applicant must have one for closing. Purchaser cannot close on the property without this signed and approved by the Board Approval Form.**
- 5. Any and all residents must sign three (3) copies of the Rules & Regulations (Article XII) for our files.**
- 6. Two (2) completed copies of Emergency Contacts form to include names and telephone numbers of who to notify, or who would know of your whereabouts in case of Community disaster, or medical emergencies for our files.**
- 7. A check for \$150.00 made out to VOG Patio Homes for the application fee. On the bottom of the check, write "For Application Fee" and give to Ameri-Tech Community Management on first appointment to cover paperwork.**
- 8. Missing paperwork or copies required for your interview may result in a postponement of your interview by the Board.**

**FAIR HOUSING ACT – CENSUS
VILLAGE ON THE GREEN HOMEOWNERS' ASSOCIATION, INC.**

I/We am/are the permanent occupant of Lot _____, located at _____, Clearwater, FL 33763, in Village on the Green Homeowners' Association, INC.

I/We understand that the Association is required by Federal Law to have this census form completed and on file in the official records of the Association to continue to qualify for the Housing for Older Persons Act of 1995, in order to maintain our retirement community lifestyle and continue to prevent persons under the age of 18-years of age from permanently residing in our community. (Viewing of this form is limited to properly authorized persons or agencies.)

The following is this and correct:

As of the date shown on the affidavit, there was at least one (1) person occupying my unit who was 55 or over. _____ Yes _____ No

Please identify the occupant(s) who is/are 55 years of age or over:

Name: _____ DOB: _____

Name: _____ DOB: _____

Please identify all other occupant(s):

Name: _____ DOB: _____

Name: _____ DOB: _____

I/We have provided one of the following showing proof of age for all occupants and a copy of this document(s) is/are attached hereto for the Association's records.

(Check form being provided for proof of age)

____ (1) Birth Certificate: _____

____ (2) Driver's License #: _____

____ (3) Medicare Card #: _____

____ (4) Voter's Registration: _____

____ (5) Other (Specify): _____

Dated this ____ day of _____, 20____

Print Name of Affiant

Affiant Signature (Person Providing Information)

Article XII – RESTRICTIONS

(Located in Homeowner's Green Book "Amended & Restated of Covenants, Conditions, & Restrictions for Village on the Green Patio Home".... Page 8)

SECTION 1. No lot shall be used for any purpose other than as a single-family residence or dwelling.

SECTION 2. At least eighty percent (80%) of the units shall have at least one (1) permanent occupant who is fifty-five (55) years of age or older. Twenty percent (20%) of the units shall be reserved solely for those who secure title by virtue of inheritance from a former owner. No Lot Owner or Approved Lessee of a Lot Owner shall permit any person under the age of eighteen (18) years to reside in any of the Patio Homes, except as otherwise provided herein. The term "permanent occupant" shall include all persons occupying the unit, except temporary guests.

SECTION 3. Lot Owners or Lot Owners Approved Lessee shall be permitted to have visitor occupants of any age for up to three (3) weeks during a six (6) month period, or a maximum of six (6) weeks in a twelve (12) month period: provided that at no time shall any Patio Home be occupied by more than six (6) individuals.

SECTION 4. No dog or cat or any other pets shall be permitted in any of the Patio Homes or on the lots or common areas except for birds such as canaries or parakeets, or fish such as goldfish, or tropical varieties, which may be kept by Lot Owner in the owners' respective Patio Homes provided that no such birds and/or fish shall be raised for commercial purposes.

SECTION 5. No trucks or commercial vehicles (except during the period of approved construction), campers, mobile homes, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place on the lots or common areas. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as pick up, delivery, & other commercial services. Automobiles shall be parked only on the respective Lot Owner's driveway, or in such owner's respective garage.

SECTION 6. Other than trees, shrubbery, & landscaping initially installed by Declarant, no trees, shrubbery, or other landscaping shall be installed or maintained unless the same shall have been first approved in writing by the Board, whose approval may be arbitrarily withheld. [Footnote: Does not apply to flowers and small plants.]

SECTION 7. No fences other than those initially installed by Declarant and no walls or hedges shall be permitted anywhere within the property except as approved in writing by the Board, whose approval may be arbitrarily withheld.

SECTION 8. No outdoor clothes drying activity shall be conducted on any of the lots except in enclosed areas where same is hidden from view of adjoining lots. Additionally, clothes may only be dried on removeable lines and poles which shall be removed and stored except during actual drying time.

SECTION 9. All garbage and trash containers and oil and gas tanks must be placed underground or in enclosed areas so as to render the contents thereof hidden from the view of adjoining lots. Said facilities shall be kept in a clean and sightly manner.

SECTION 10. No exterior radio, television, or any other electrical antennas or ariel may be erected or maintained anywhere upon any lot. Satellite dishes, one meter or less in diameter, are allowed with Board approval on location.

SECTION 11. The initial street mailboxes shall be selected, furnished, and placed on the respective lots by the Declarant. Said mailboxes shall be maintained, repaired, and replaced from time-to-time as needed at the cost and expense of the Lot Owner. Any replacement shall be of the same type and color as initially furnished.

SECTION 12. Neither permanent nor portable swimming pools shall be constructed or maintained on any portion of the property.

SECTION 13. Real Estate Signs may be displayed in the house or garage window only, or from a mounted bracket in units located on a cul-de-sac. Open House Signs may be placed in the yard on special days (i.e. on the day of Open House only). However, no signs of any other nature will be permitted at any time. Expressly prohibited are political signs, garage sale signs, and signs of similar ilk. [Footnote: Village on the Green Patio Homes has a designated community-wide garage sale in January of each year; no garage sales are permitted at any other time.]

SECTION 14. No structure of any temporary character, such as portable basketball hoops, gold nets, hockey nets or other recreational equipment shall be permitted either temporarily or permanently on any lot or street.

SECTION 15. Lease Restrictions. Beginning with the effective date of this amendment, any rental or lease of Patio Home must comply with the following:

- (A) No owner may rent or lease a Patio Home during the first twenty-four (24) months of ownership.
- (B) No owner may rent or lease more than one (1) Patio Home at any given time.
- (C) No Patio Home may be rented or leased for a period of less than twelve (12) months.
- (D) A Patio Home that is rented or leased shall be defined as a Patio Home that is occupied by the owner of record, his/her spouse, or their immediate family, if any. A Patio Home that is occupied by the owner of records immediate family in the absence of the owner(s) shall not be defined as a Patio Home that is rented or leased.
- (E) A Patio Home may only be rented or leased one (1) time per twelve (12) month period, except in the event of the death of the tenant during tenancy; and then only if the proposed new tenancy otherwise complies with this Section of the Declaration.
- (F) Owners may lease their Patio Home subject to the requirements of this Section, provided that all such leases are entered into compliance with the requirements of this Section of Declaration, and the Florida Statutes, and are approved by the Board of Directions.
- (G) A copy of the proposed lease shall be furnished to the Board of Directors ; together with an application fee established by law, to cover the costs of contracting references given by the applicant and such other costs of investigation, including credit and background checks that may be incurred by the Board of Directors; and a completed application form for approval of the lease by the Board of Directors, or a committee designated by the Board of Directors.
- (H) All prospective lessees, and all intended adult occupants, prior to approval or disapproval by the Board, are required to appear for an interview before the Board of Directors, or a committee designated by the Board of Directors, as a condition of approval.
- (I) Within thirty (30) business days after receipt of the proposed lease, a fully-completed application form, payment of the application fee, and such other requirements as the Board may have, the Board of Directors of the Association shall either approve or disapprove the transaction. The time does not begin to run until all requirements are fulfilled. The approval of the Board of Directors shall be in recordable form signed by two officers of the Association and shall be delivered by the Owner. Failure of the Board of Directors to act within the thirty (30) day period shall be deemed to constitute approval, following which the Association nevertheless shall prepare and deliver written approval in recordable form, as aforesaid.
- (J) The Owner and the Board of Directors, or a committee designated by the Board of Directors, shall advise the lessee(s) of the contents of the Declaration, the By-Laws, the Rules & Regulations, and all the rules and regulations of the use of Association Property and of Tract "B", the Recreation Area.
- (K) Sub-leasing is prohibited.
- (L) Assignment of leases is prohibited.
- (M) No application fee shall be charged in connection with an extension or renewal of a lease.
- (N) All Patio Homes which are rented or leased as of the date of recording of the amendment may remain rented or leased to the current tenant(s) for the duration of the current tenancy, and any and all renewals or extensions thereof. Upon the termination of the current tenancy and any and all renewals or extensions thereof. Upon the termination of the tenancy of the current tenant(s), the Owner must comply with the provisions of this Section of the Declaration, and all current restrictions and rules governing rentals and leasing.
- (O) The effective date of this amendment will be the date of its recordation in the Public Records of Pinellas County.

SECTION 16. Purchases and sale. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Lots, the transfer of a home by any Lot Owner shall be subject to the following provisions that each Owner covenants to observe.

(A) Transfer Subject to Approval

- (1) Sale. No Lot Owner may dispose of a Lot or any interest therein by sale without approval of the Association, except to a Lot Owner.
- (2) Other Transfers. If any Lot Owner shall acquire his title by any manner not therefore considered in the foregoing subsections, the continuance of his Ownership of his Lot shall be subject to the approval of the Association.

(B) Approval by Association. The approval of the Association that is required by the transfer of ownership of homes shall be obtained in the following manner:

(1) Notice to Association

- (A) Sale. An Owner intending to make a bona fide sale of his home, or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchasers and such other information concerning the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require.
- (B) Gift, Devise, or Inheritance: Other transfers. A Lot Owner who has obtained his title by gift, devise, or inheritance, or by any other manner not heretofore considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the Owner as the Association may reasonably require, and a Certified copy of the instrument evidencing the Owner's title.
- (C) Failure to Give Notice. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or even transferring Ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.
- (D) The Association shall have the ability to conduct a background and credit check on all applicants, at the expense of the applicant. The Board shall have the authority to require a personal interview of a proposed transferee as part of the approval process described elsewhere herein.

(2) Certification of Approval – For sales, and any other transfer of title, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a Certificate executed by the President or Vice President and Secretary, in recordable form, and shall be delivered to the purchaser and a copy thereof kept on file with the Association for inspection of any party of interest to the transaction.

(3) Approval of Corporate Owner or Purchaser – Inasmuch as the lots and homes may be used only for residential purposes, and a corporation cannot occupy a home of such use, if the Owner or purchaser of a home is a corporation, approval of Ownership by the corporation may be conditioned upon requiring that all persons occupying the home be also approved by the Association.

C.) Disapproval by Association. Disapproval of a sale or other transfer of ownership of a Lot shall be based upon the requirements of Florida Law and may be based upon criminal History.

1.) If the Owner of the Lot is delinquent in payment of any monies owed to the Association, the sale or lease of the Lot can be disapproved.

2.) If the prospective buyer provides information on the application form that is a material misrepresentation, and impacts on the occupancy, the Board has the right to disapprove of the sale.

3.) If the proposed buyer is in violation of the Governing Documents, before taking occupancy of the Lot, then the Board has the ability to disapprove of the sale. This also applies to a person who previously

