

# **RESIDENT APPLICATION PACKET**

***ALL APPLICATIONS MUST BE PRINTED SINGLE-SIDED***

As a condition precedent to consideration for approval, each prospective occupant, lessee or purchaser shall appear for an orientation interview with a designated representative of the Association and submit to a background check and credit check (see page 5). New background checks for non-owners are required every three years.

1. Please submit your fully completed resident application packet within five (5) days of contract that includes: (a) the Application, and (b) a valid, government issued photo ID for all parties involved in your specific transaction:
  - A. Place all completed documents, contained in this packet, in an envelope marked to the attention of Lori Sands, 9850 SW 84<sup>th</sup> Court, Suite 200, Ocala, Florida 34481 and hand deliver, or
  - B. Email all documents, except the application processing fees to [otow\\_resident@otowfl.com](mailto:otow_resident@otowfl.com).

Checklist of Documents:

- Residential Contract
- HOA Comprehensive Disclosure
- 55+ addendum
- Association addendum

***INCOMPLETE OR INACCURATE APPLICATIONS WILL NOT BE PROCESSED  
AND MAY RESULT IN DENIAL OR DELAY OF APPROVAL  
PLEASE VERIFY YOUR INFORMATION***

- C. To schedule your orientation interview, please call 352-854-0805 ext. 7496 or email [otow\\_resident@otowfl.com](mailto:otow_resident@otowfl.com). Processing fees (as noted below) are collected at the time the appointment is made. All major credit cards are accepted. New home purchasers' non-refundable processing fees will be part of the settlement.
- D. A nonrefundable/nontransferable processing fee (see below) must be received at the time of scheduling your orientation.

### **Processing Fees (up to two applicants)**

In Office Interview	\$150.00
Remote Interview	\$150.00

All application, processing, orientation, and screening fees are non-refundable and non-transferable once processing has commenced, regardless of whether the application is approved, denied, or withdrawn. Applicant acknowledges that background and credit screening may be performed by third party providers. Any fees charged by such providers are paid directly to the provider and are separate from Association processing fees. All such fees are non-refundable.

- E. See below for specific requirements for each ownership transfer type:

### **LEASEHOLD APPROVAL**

**If the subject property is a leasehold property, this application is submitted not only to the Association, but also to the applicable lessor and its authorized agents. Applicant acknowledges that the lessor may review and rely upon the information provided herein in connection with the transfer, lease, or occupancy of the property.**

### **PURCHASES**

A copy of the sales contract and all addendums are required prior to scheduling your orientation. This is normally supplied to us by your realtor or licensed real estate sales associate.

### **INHERITANCE**

A copy of the death certificate and documentation verifying that you are inheriting the dwelling (e.g., Last Will & Testament or the first three pages of trust document a/k/a Articles of the Trust) or a copy of the life estate deed. We also need the name, address, and phone number of the attorney who is handling your inheritance (these documents should be provided with your application).

### **DEED TRANSFER**

Please provide documentation verifying the proposed or executed deed change (document from legal counsel).

***If you have any questions concerning the application or the orientation process, please send a detailed email to [otow\\_resident@otowfl.com](mailto:otow_resident@otowfl.com) or leave a detailed message at 352-854-0805 ext. 7496.***

# OWNER – OCCUPANT APPLICATION

**PROPERTY ADDRESS:** \_\_\_\_\_

Applicant Name \_\_\_\_\_ Applicant on the Deed?

Applicant Phone \_\_\_\_\_ \*Email \_\_\_\_\_

Co-Applicant's Name \_\_\_\_\_ On the Deed?

Co-Applicant's Phone \_\_\_\_\_ \*Email \_\_\_\_\_

Current Mailing Address: \_\_\_\_\_

From \_\_\_\_\_ To \_\_\_\_\_ Own  Rent  \_\_\_\_\_  
*Street City State Zip*

\_\_\_\_\_ *Landlord's Name Landlord's Phone Rent Amount*

\*By providing an email address, Applicant consents to receive communications from the Association and its management company regarding this application and, if approved, ongoing community communications. \* A "Yes" response does not automatically result in denial. All applications are evaluated in accordance with applicable law and the governing documents.

## OCCUPANCY

1. Reside Full-Time  Reside Part-Time  Lease Unit  Other  \_\_\_\_\_  
*If marked, please indicate your intention for the dwelling*

2. Will at least one person residing in the unit be 55 years of age or older? **Please initial: Yes** \_\_\_\_\_ **No** \_\_\_\_\_

3. Are you currently, or were you previously, an owner at On Top of the World? Yes  No   
If yes: address: \_\_\_\_\_

4. Have either applicant or co-applicant ever been convicted of a felony? Yes  No   
A "Yes" response does not automatically result in denial. All applications are evaluated in accordance with applicable law and the governing documents.

## EMERGENCY CONTACTS

**(THREE ARE REQUIRED – PLEASE PROVIDE ALL INFORMATION REQUESTED)**

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip code \_\_\_\_\_ Telephone \_\_\_\_\_

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip code \_\_\_\_\_ Telephone \_\_\_\_\_

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip code \_\_\_\_\_ Telephone \_\_\_\_\_

**PLEASE NOTIFY RESIDENT SERVICES OFFICE OF ANY CHANGES AFTER CLOSING**

**TITLE COMPANY OR THE ATTORNEY HANDLING THE TRANSACTION**

Name \_\_\_\_\_ Phone \_\_\_\_\_

\_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**REALTOR OR SALES ASSOCIATE INFORMATION**

Name \_\_\_\_\_ Phone \_\_\_\_\_

Company Name \_\_\_\_\_ Email \_\_\_\_\_

**All applicants, please initial on the line below to acknowledge that you understand and agree to the following:**

\_\_\_\_\_ On Top of the World is an age-restricted community under the Federal Fair Housing Act and Florida Civil Rights Act and accordingly I/We will not permit the unit to be occupied unless at least one person occupying the unit is 55 years old or older and no one under the age of 17 shall reside in the unit.

\_\_\_\_\_ The unit shall not be used in any short-term shared or "interval ownership" manner between related or unrelated parties.

\_\_\_\_\_ I/We agree that, in the event we elect to lease the unit, it will not be leased in a furnished condition for less than six (6) months and one (1) week; and if leased unfurnished, the lease term shall not be less than one (1) year, with a maximum of three years.

\_\_\_\_\_ I/We understand each approved occupant is entitled to one (1) Identification Card, fees may apply.

\_\_\_\_\_ I/We may not finance/refinance this unit for more than 80% of the purchase price.

\_\_\_\_\_ It is my/our obligation to carry sufficient insurance on the dwelling to cover the cost of replacement in the event of loss. Tenants shall carry renter's insurance to cover their personal belongings.

\_\_\_\_\_ Animals are limited to 3 (three) for usual and customary household pets, such as dogs and cats.

\_\_\_\_\_ No display of signs is permitted, posted or displayed in a manner as to be visible from the exterior of any Dwelling, on any Lot, or elsewhere in the Community.

\_\_\_\_\_ No loading or unloading of trucks, trailers or containers shall be permitted during non-daylight hours or on Sundays or legal holidays without the prior written consent of the Association.

\_\_\_\_\_ I/We understand that the property being purchased is subject to membership in a mandatory homeowner's association. The association collects a community service fee, payable monthly. By signing the Application for Approval of Ownership, I/we accept and agree to pay the monthly community service fee through the Association's Appfolio portal or by another method agreed to by the Association.

\_\_\_\_\_ I/We are (in fact) the only person(s) involved in this transaction and will have sole interest in the property and affirm that no other person(s) will have ownership or occupancy rights without the approval of the Board of Directors of the Association.

\_\_\_\_\_ I/We am/are aware of and agree to abide by the Declaration, the Articles of Incorporation, Bylaws, and any and all Rules & Regulations and Community Standards in effect within the terms of my ownership. I/we acknowledge all of these documents are recorded in the Marion County Official Records Division and I/we have received the documents.

\_\_\_\_\_ I/We state the information provided in this application is given voluntarily and is true. I/we agree that Association (or its designee) may investigate my/our application for purposes that may help determine approval for residency within the Community. Approval shall be based on criteria reasonably related to the health, safety, and welfare of the community and compliance with the governing documents

\_\_\_\_\_ I/We understand and consent to submit to background screening, to be arranged by a designated representative for the Association, every three (3) years if we are not on the deed to the home.

\_\_\_\_\_ I/We understand that shall we not submit a completed resident application packet and complete a background check timely, that a delay in closing or occupancy may occur. I/We understand that the processing fees are nonrefundable/nontransferable.

\_\_\_\_\_ I/We understand that all 3<sup>rd</sup> and 4<sup>th</sup> residents of the household are required to pay an annual association guest fee.

**ASSOCIATION MAILINGS**

Would you like Association correspondence mailed to your new address after closing? YES  NO

If NO, below please list the address where you would like to receive official correspondence from the Association:

\_\_\_\_\_

*Address* *City* *State* *Zip Code*

Sign and date below:			
_____		_____	
<i>Applicant Signature</i>		<i>Co-Applicant Signature</i>	
_____		_____	
<i>Print Name</i>	<i>Date</i>	<i>Print Name</i>	

**BELOW FOR ASSOCIATION USE ONLY**

Interviewed by \_\_\_\_\_ Date \_\_\_\_\_ Fee Paid \_\_\_\_\_

Recommended Yes  No  # of ID Cards \_\_\_\_\_ Resident Type(s) \_\_\_\_\_

Board of Directors Action: Accepted  Not Accepted

\_\_\_\_\_

*Signature* *Date*

**2. Background Screening: Complete your background/credit screening, through Accurate Background Check, within five (5) days of contract:**

- a. To perform your background/credit screening, please click on the following link by using a computer, smart phone, tablet, or other electronic device to access the Accurate Background Check application: <https://ontopoftheworld.quickapp.pro>
- b. Call Accurate Background Check directly at 352-291-1155 to obtain the application.

***Applicant acknowledges that approval is required prior to closing or occupancy, and that the Contract should be structured accordingly.***

***Please Note:*** Accurate Background Check is not affiliated with On Top of the World Communities, LLC. All screening fees are paid directly to Accurate Background Check. Should you have any questions regarding fees or background screening, please contact Accurate Background Check directly at 352-291-1155.

By submitting this application, applicant authorizes the Association, Parkway Maintenance and Management Company, Inc., On Top of the World Communities, LLC, OTOW Lease Holdings, LLC, Meridian Lease Holdings, LLC, and any current or future lessor or owner of the property, together with their respective agents (collectively, the "Authorized Parties"), to obtain, share, and use information contained in this application and any consumer reports for purposes of evaluating this application.

Applicant acknowledges that such information may be shared among and relied upon by the Authorized Parties.

Applicant acknowledges that such information may be shared among the Authorized Parties and relied upon by each of them in connection with the proposed transaction, leasehold interest, or occupancy of the property. Applicant agrees that no Authorized Party shall be liable for any decision made by another Authorized Party, including approval or denial of this application.

If the property is subject to a leasehold structure, Applicant acknowledges that the lessor may rely upon the information provided in this application. Applicant agrees that the lessor and its affiliated entities shall have no liability arising out of or relating to the review, use, or reliance upon this application or any decision associated therewith.

If either the Association or the Lessor deny this application, the application shall be deemed denied in its entirety.

I or we acknowledge that consumer and investigative consumer reports may be obtained and reviewed by multiple authorized entities in connection with this application.

Applicant acknowledges that approval of this application is required by both:

- (i) the applicable homeowner's association (the "Association"), and
- (ii) the applicable lessor or ground lessor of the property (the "Lessor"), if the property is subject to a leasehold interest.

Approval by one party does not constitute approval by the other. Final approval is not effective unless and until all required approvals have been obtained.

The Association and the Lessor each act in their respective capacities pursuant to their governing documents and agreements. Each may independently evaluate this application based on its own criteria and requirements.

I or we further acknowledge that any decision to approve or deny this application is made independently by the Association, and that any other authorized party that may obtain or review such reports does so solely in an administrative or informational capacity in connection with the transaction or leasehold interest in the subject property and shall not be deemed to have made or participated in any approval or denial decision.

To the extent any adverse or pre adverse action is taken based in whole or in part on information contained in a consumer report, the entity taking such action shall be responsible for providing any notices required under applicable federal and state law, including the Fair Credit Reporting Act.

I or we understand that such notices may include a copy of the consumer report and a summary of rights under applicable law.

Approval is required prior to closing or occupancy, as applicable, and contracts should be structured accordingly.

Applicant represents that all information provided is true, complete, and accurate. Any false, incomplete, or misleading information may result in denial or revocation of approval. Applicant acknowledges that the Association and, if applicable, the lessor may rely upon the information provided in this application.