APPLICATION BLUFFS AT BAITING HOLLOW FOR BUYERS OF CONDOMINIUM UNITS

To be submitted with:

- 1. Non-refundable Application Fee (\$300.00),
- 2. Buyers transfer fee-equal to Two months Common Charge fees
- 3. Closing Items Deposit (\$350)
- 4. Proof of Homeowner Condo insurance (H06 policy) naming The Bluffs of Baiting Hollow as additional insured/interested party

Separate checks items # 1-3 payable to: Bluffs of Baiting Hollow Condo 1

UNIT #____ASKING PRICE_____CONTRACT PRICE_____

WILL THIS BE YOUR PRIMARY RESIDENCE? (CIRCLE ONE) YES NO

NAME(S) OF BUYER(S): _____

CURRENT ADDRESS:

PHONE NUMBERS: (HOME) _____(BUSINESS) _____

(CELL) (E-MAIL)	
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OWN? Y/N _____ YEARS IN OCCUPANCY? _____

<u>PRIOR ADDRESS</u>: (if in current address for fewer than three (3) years):

OWN? Y/N _____ YEARS IN OCCUPANCY? _____

BUSINESS ADDRESS: _____

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OCCPUATION?	YEARS IN OCCUPATION?
BUSINESS REFERENCES	(please give names and addresses):
1	
PERSONAL REFERENCE	S (please give names and addresses):
Emergency Contacts: Nam	ne Phone

******A set of keys for the front door to your unit must be supplied to the management office upon move in******

No work may commence in any unit without prior written approval from the Board of Directors. Unauthorized modifications are subject to review. If restoration to original condition is required, the owner will be responsible for all costs incurred.

The Seller must provide to the purchaser at the time of closing the following:

- 1. Mail box keys
- 2. Bluffs Offering Plan /Bylaw book
- 3. #333 Beach Key

CLOSING INSTRUCTIONS FOR CONVEYANCES OF ALL UNITS THE BLUFFS AT BAITING HOLLOW

For all closings, the following documents will be provided by the managing agent <u>on receipt of (A) Seller's</u> <u>Closing Request (B) Buyer(s)' Application, non-refundable Application Fee (\$300.00), (C)Closing Items</u> <u>Deposit (\$350), (D) Move-out Inspection \$75.00, and (E) Transfer fee for Bluffs (Two times common</u> <u>charge rate):</u>

- 1. Waiver/Option of the Right of First Refusal;
- 2. Letter of managing agent re payment of common charges; and
- 3. Unit Owner Power of Attorney (to be signed by Buyer(s) and given to title closer for recording and return to the HOA Board)

Buyers' attorney must send to the managing agent **copies of the following items** so that the proper records will be prepared on the transfer of title. (On receipt of the Power of Attorney from the Suffolk County Clerk's office the managing agent **will refund the closing items deposit** to Buyer(s) at the address provided for mailing.)

- 1. Executed deed/Contract of Sale;
- 2. Executed Power of Attorney; (after recorded by the county clerks office)
- 3. Buyer(s)' information form
- 4. Buyer(s)' Signed House Rules and Policies
- 5. Proof of Condo Homeowners Insurance policy (H06)

FAX CLOSING INFORMATION TO:

Alan Lebowitz Bluffs Management Services 780 Route 25A Rocky Point, New York 11778 631 403-4256 Telephone 631 331-1232 Fax

Separate checks should be made payable to: Bluffs at Baiting Hollow Condo I

- 1. Buyer's Transfer fee- two Monthly Common Charge Fees.
- 2. Buyer's Application Fee \$300.00
- 3. Buyer's Closing Items Deposit \$350.00

UNIT OWNER POWER OF ATTORNEY

The undersigned ______, having an address at _____, the owner of HOA Unit

No. in the Bluffs at Baiting Hollow with offices located at 780 Route 25A, Rocky Point New York 11778 (does) (do) herby irrevocably nominate, constitute and appoint the persons who may from time to constitute The Bluffs at Baiting Hollow Homeowners Association (HOA) Board, true and lawful attorneys-in-fact coupled with an interest, with power of substitution, in their own names, as members of the HOA Board or in the name of their designee (corporate or otherwise), on behalf of all Unit Owners in equal amounts, subject to the provisions of the By-Laws then in effect, (1) (a) to acquire or lease any Unit, together with its Appurtenant Interests, from any Unit Owner desiring to sell, convey, transfer, assign or lease the same, (b) to acquire any Unit, together with its Appurtenant Interests, whose owner elects to surrender the same pursuant to the terms of the By-Laws, (c) to acquire any Unit, together with its Appurtenant Interests, that becomes the subject of a foreclosure or other similar sale, on such terms and (with respect to any transfer pursuant to the terms of subdivision (a) or (c) of this paragraph) at such price or at such rental, as the case may be, as said attorneys-in fact shall deem proper, and thereafter to convey, sell, lease, mortgage or otherwise deal with (but not vote the interest appurtenant to) any such Unit so acquired by them, or to sublease any Unit so leased by them, on such terms as said attorneys-in-fact may determine granting to said attorneys-infact the power to do all things in said premises that the undersigned could do if the undersigned were personally present and (2) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the HOA that the HOA Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of Town of Riverhead, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair or restoration of the HOA or (b) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the HOA or the Common Elements, that the HOA Board deems necessary or appropriate. Nothing herein, however, shall grant authority to the HOA Board to alter the percentage of Common Interest of the undersigned's Unit.

The acts of a majority of such persons constituting the HOA Board shall constitute the acts of said attorneys-in-fact.

IN WITNESS WHEREOF, the undersigned (has)(have) executed this Unit Owner's Power of Attorney as of _____, 20___.

(1)_____

(2)_____

ACKNOWLEDGMENT

 STATE OF NEW YORK

 COUNTY OF
 ss.:

 On ______, 20___, before me, the undersigned, personally appeared

(1)_____ (2)_____

personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in (her) (his) (their) capacity, and that by (her)(his) (their) signature on the instrument, the individual, or the person on behalf of whom the individual acted, executed the instrument.

Notary Public

RECORD AND RETURN TO:

The Bluffs at Baiting Hollow HOA 780 Route 25A Rocky Point, New York, 11778