

APPLICATION FOR APPROVAL OF
SALE OR LEASE OF CONDOMINIUM UNIT

To: The Board of Directors of The Navarra Club Condominium Association. Inc.

PMI Gulf Coast
1004 Collier Center Way #105
Naples, FL 34110
Office: (239) 593-6246
management@pmigulfcoast.com

Current Owner of Record:_____ Ph. _____

(Please check appropriate box.)

- () I hereby apply for approval to purchase building/unit _____ in The Navarra Club and for membership in the Condominium Association. A complete copy of the signed Purchase Agreement is attached.
- () I hereby apply for approval to lease building/unit _____ in The Navarra Club for the period beginning _____, 20____, and ending _____, 20____.

****Must be submitted 20 days prior to occupancy or closing****

In order to facilitate consideration of this application, I represent that the following information is factual and correct, and agree that any falsification, misrepresentation or incomplete information in this application will justify its disapproval and subsequent legal action including eviction of a lessee. I consent to your further inquiry concerning this application, particularly of the references given below, any credit or criminal background check

PLEASE TYPE OR PRINT LEGIBLY THE FOLLOWING INFORMATION.

1. Full Name of Applicant: _____
2. Full Name of Spouse or Cohabitant (if any): _____
3. Home Address: _____

Telephone: Home: _____ Business: _____
Cell Ph: _____ Email Address: _____
Cell Ph: _____ Email Address: _____
4. Social Security Number of Applicant #1: _____ Date of Birth _____
Social Security Number of Applicant #2: _____ Date of Birth _____
5. Nature of Business or Profession: _____
(if retire former business or profession)

6. Company or Firm Name: _____

7. Business address: _____

8. The condominium documents of The Navarra Club restrict units to use as single-family residences only. Please state the name and relationship of all other persons other than the applicant who will be occupying the unit on a regular basis.

9. Pets: Please indicate the names and type of any pets you will keep in the unit:

10. Vehicles:

Year. Make and Model: _____

Year. Make and Model: _____

If this transaction is a *sale*, please circle the number that applies:

I am purchasing this unit with the intention to:

(1) reside here on a full-time basis

(2) reside here part-time

(3) lease the unit.

I (we) will provide the association with the copy of our recorded deed within five days after closing.

11. I am aware of and agree to abide by the Declaration of Condominium of The Navarra Club, of the Articles of Incorporation and Bylaws of the Association, and any and all properly promulgated Rules and Regulations. I acknowledge receipt of a copy of all the Association's Documents.

Initials of all applicants _____

12. If this transaction is a lease, I understand and agree that the Association, if it approves a lease, is authorized to act as the owner's agent, with full power and authority to take whatever action may be required, including eviction, in the event of violations by lessees and their family members and guests, of provisions of the Declaration of Condominium of The Navarra Club the Association's Bylaws, and the Rules and Regulations of the Association.

The prospective purchaser or lessee will be advised by the Association office within 20 days after receipt of this application and all required documents below, of whether this application has been approved. If this transaction is a lease, this application must be signed by the applicant and by the Realtor or other person who acted as rental agent for the unit owner.

DATED.....

Applicant

A check for \$100.00, payable to The Navarra Club Condominium Association, Inc., must accompany this application, for the purpose of defraying costs of checking references, directory updating, and other expenses related to the processing of this application.

Please include: (An incomplete application package will cause delays in processing)

____ Fully Completed Application
____ \$100 Application Fee payable to: The Navarra Club Condominium Association, Inc (non-refundable)
____ \$50.00 PER person residing in unit- screening fee payable to PMI Gulf Coast for a National Background & Credit Check - required for all applicants aged 18 and over. ____ Copy of Executed Sales Contract
____ Copy of the Lease Agreement

As the rental agent for the unit owner, the undersigned agrees to be responsible for immediate correction or prevention of any violations by the tenants of the restrictive covenants or rules applicable to the Condominium, including termination of the lease and removal of the tenant.

Realty Company (if applicable)

Signature of rental agent

Phone number of rental agent

Prime name of rental agent

APPLICATION APPROVED _____ **DISAPPROVED** _____

Date: _____

By: _____

Officer or Director

NAVARRA CLUB CONDOMINIUM ASSOCIATION,
INC RULES, AND REGULATIONS
Revised February 2021

USE OF THE POOL

1. Pool hours are from dawn until dusk per state regulations for public pools. (Pools serving condominium associations of more than 32 units that allow leasing periods of less than 60 days are considered public pools under Florida state law and are required to be supervised and regulated by the Department of Health.)
2. Pool capacity is twelve persons; spa capacity is four persons. Children under twelve years of age must be supervised by a responsible adult when using the pool and spa. Children under age six must be accompanied by an adult when in the water.
3. Since there is no pool attendant, upkeep of the pool area is the responsibility of everyone using the area.
4. Since no lifeguard is on duty, each person swims at his/her own risk.
5. Diving and acrobatic jumping are not permitted.
6. Running is not permitted in the pool area.
7. Each person must shower before entering pool or spa initially and each time when entering after have applied lotion or oil.
8. Toddlers in diapers must wear rubber pant protection over diaper and under bathing suits. (County and state laws require that a pool be shut down when a known contaminate such as vomit or feces is present. Any person causing this condition will be held financially responsible for all costs expended to return the pool to a safe, legal condition. The parents/responsible unit owner/lessee will be held financially responsible when a minor child is the cause of contamination.)
9. Floats are not permitted if more than four swimmers are in the pool.
10. Everyone is encouraged to use towel/pad protection on chairs/lounges.
11. Glass or breakable containers of any kind are not allowed in pool or spa areas.
12. Low volume on phone or other audio devices must be maintained. Headphones are recommended.
13. Each person is responsible for his/her own trash. All trash is to be placed in containers provided at the trash and recycling area at Navarra.
14. Before leaving the pool area, each person is to return chairs/lounges used to a pool-facing position.
15. Bicycles, scooters, skateboards, and skates of any type may not be used within the pool enclosure. Baby strollers are permitted but must be kept away from the pool edge with brakes applied when not in motion.
16. All swimmers must wear swimsuits in pool and spa - no cut-offs or nudity is permitted.
17. Barbecue grill is to be turned off and cleaned after use.
18. Pool light must be on from dusk until 10:00 p.m.

SALE OR LEASE OF A UNIT

1. Should a unit owner wish to sell, lease, rent, or otherwise permit occupancy of his/her condominium parcel (which means the unit together with the undivided share of the common elements appurtenant thereto) he shall, before making or accepting any offer to purchase, sell, lease, rent, or otherwise permit occupancy of the condominium parcel, deliver to the Board of Directors a written notice containing:
 - (a) The name and address of the person(s) to whom the proposed sale, lease, or transfer is to be made, and
 - (b) Such other information as may be requested by the Board of Directors within five days of receipt of the notice.
 2. The notice shall take the form of a completed standard application form prepared for the Board by the Management Company. A unit owner will inform the board or management company in advance of guests staying in the owner's unit when the owner is not present. In the case of proposed sale or lease of a unit, the owner will obtain the appropriate application form which will be submitted with a \$100 sale or \$75 lease application fee, be signed by the prospective purchaser, lessee, or occupant and contain the following information:
 - (a) The street address of the property being sold or leased.
 - (b) The name(s), address, and telephone number of the seller or lessor.
 - (c) The name(s), present residential address and telephone number of the intended purchaser, lessee, or occupant.
 - (d) The name, address, and telephone number of the real estate (or closing) agent (if applicable).
 - (e) The name(s) and age(s) of the child(ren) who will occupy the condominium unit (if applicable).
 - (f) A description of the intended purchaser's or lessee's motor vehicle(s), including the license plate number(s) and state(s) of registration.
 - (g) Bank, credit, and personal references, as required by the application.
 - (h) A written acknowledgment by the intended purchaser, lessee, or occupant that he has read the Navarra Club Rules and Regulations and that he agrees to abide by them and/or any future amendments or revisions of them. Further, he agrees to comply with all provisions of the Articles of Incorporation, Declaration of Condominium, and Bylaws.
 - (i) A written acknowledgement that the Board of Directors consents to the sale or lease transaction covered by the application is conditioned upon the truth and accuracy of the information presented on the application and, further, that occupancy of the premises involved prior to such consent is prohibited.
 - 0) A written acknowledgment that the intended purchaser or lessee authorizes the Board or its agents to make an investigative background check of credit and personal references; and
 - (k) A written acknowledgement, in the case of a lease, that the Navarra Club Condominium Association, Inc. is appointed as the agent of the unit owner, with authority to terminate the lease and evict the tenants at the owner's expense, in the event the tenants fail to comply with their obligations
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3. In the case of a proposed sale or other transfer of title of a unit, the unit owner shall give the Board written notice of intent at least twenty days prior to the intended closing date. Within twenty days after receipt of the completed application or not later than sixty days after the notice is received (whichever occurs first), the Board shall approve or disprove the transfer.
4. In the case of a proposed lease of a unit, the unit owner shall give the Board written notice of intent at least fifteen business days prior to the starting date of the proposed lease. Within fifteen business days after receipt of the completed application, the Board shall approve or disapprove the lease.
5. No unit may be leased for a term of less than thirty days. A unit owner shall not lease his/her unit more than two times during any twelve-month period. No lease may be for a term of more than one year, however, the Board may approve the same lease from year to year. No Navarra condominium unit may be subleased.
6. During the term of a lease, no one but the lessee and his/her family and guests may occupy the unit. The total number of overnight occupants of a leased unit is limited to six persons.
7. A unit owner whose unit is leased may not use the recreation facilities or parking facilities located in the common areas. However, the unit owner may retain the right to use the facilities to the exclusion of the lessee, as long as the lessee has waived use rights in writing.
8. No person under twenty-one years of age shall occupy a unit unless his/her parent or the unit owner is also in residence.
9. Owners will be held responsible for sale/lease violations made by realtors or other authorized agents.
10. In the event of a sale or lease, approval by the Board of Directors shall be withheld when and if necessary to maintain Navarra Club standards.

EMERGENCIES

1. So that proper steps and procedures may be taken in a minimum amount of time during an emergency situation, each unit owner must provide the Management Company with either a duplicate house key or the name, address and phone number of a designated caretaker who has a house key.
2. A unit owner who plans to be absent from his unit for an extended period must prepare the unit prior to departure in the following manner:
 - (a) Remove all furniture, plants, and other objects from around the outside of the unit and, unless approved hurricane windows or shutters have been installed, from the lanai.
 - (b) Shut off the unit's main water valve; and
 - (c) Apprise the Management Company (and, if appropriate, the designated caretaker) of an alternate address/phone number as well as the extent of absence.

COMPLAINT

1. Any complaints regarding the actions of other owners/lessees or the management of the condominium property by the Management Company shall be made in writing to the Board of Directors.

BUILDING APPEARANCE AND MAINTENANCE

1. The streets, sidewalks, walkways, entrances, stairs, and stair landings must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the units. Strollers, toys, bicycles, wagons, shopping carts, chairs, benches, tables, barbecue grills, or any other object of a similar type shall not be left or stored in any of these areas.
2. Personal property of unit owners shall not be stored outside their units. No lanai or stair landing may be utilized for the storage of goods or major appliances. Unit owners may keep normal porch furniture on their lanais.
3. No garage, sidewalk, yard, or flea market sale is permitted anywhere in the Navarra complex.
4. Refuse and garbage shall be deposited in the dumpster located near the entrance to Navarra (south- east corner). Garbage is picked up on Mondays and Thursdays. All garbage must be bagged before being deposited in the dumpster. Recycling is picked up on Mondays. All recycling materials should be co-mingled and placed in the recycling carts. Recycled materials should NOT be placed in plastic bags.
5. No garbage cans/bags, supplies, containers, or other articles shall be placed in or on the walkways, lanais, stair landings, and entry ways; garbage and trash should be taken to the dumpster whenever necessary. No cloths, clothing, towels, curtains, rugs, mops, or laundry of any kind shall be exposed on any part of the limited common elements, and the common elements shall be kept free and clear of refuse, debris, and other unsightly material.
6. No unit owner (or family member, guest or lessee) shall allow anything to fall from windows, walk- ways, lanais, entryways or doors of the premises, nor shall s/he sweep or throw any dirt or other sub- stances from the unit. This includes the sweeping or washing of debris from a second floor lanai, causing such debris or water to enter the lanai below.
7. No unit owner (or family member, guest, or lessee) shall engage in or permit any disorderly or disturbing activity that interferes with the rights, comforts, or convenience of occupants of other units. No one shall play a musical instrument or operate a television, radio, or amplified playback instrument (such as a tape, record, or CD player) in a manner as to unreasonably disturb or annoy other occupants. No voices, music or noise should be audible in other units.
8. No outdoor cooking that involves flames is permitted on balconies, lanais, stair landings, or any other portion of the building. Barbecuing and outdoor cooking is permitted in lower-level, lakeside-unit courtyard areas or carports. North Naples Fire Prevention Bureau states that grills must be used no less than 10 feet from the building. Residents may use the grill located near the chickee hut.
9. No flammable, combustible, or explosive substance, except those necessary and suited for normal household use, shall be kept in any unit or limited common element. LP gas canisters may only be stored in carports. Although the North Naples Fire Protection Bureau does not recommend storage of LP gas in carports, this practice is not illegal.
10. No exterior radio or television antenna installation or other wiring shall be made without the written consent of the Board of Directors.
11. No sign, advertisement, notice, or other similar material shall be displayed in or upon any part of the units, limited common elements, or common elements.
12. Unit owners, their families, guests, lessees, and employees, at no time may climb on the roofs of buildings.

13. Unit owners are specifically cautioned that their right to make addition, change, alteration, or decoration to the exterior appearance of any portion of the condominium is subject to the provisions of the Declaration of Condominium. For example, no unit owner may install screen doors, or apply any type of film or covering to the inside or outside of window or door glass without the prior approval of the Board. All such additions, changes or alterations must be presented in writing to the Board of Directors for approval, accompanied by written plans or drawings and specifications. The Board of Directors shall approve such requests only if the Association is protected against or indemnified as to mechanic's liens and/or claims arising from such work. Work may begin only *£lire*[official Board approval.
14. No unit owner (or family member, guest, or lessee) shall mark, mar, damage, destroy, or deface any part of the condominium property. This restriction includes damage caused by the moving of personal property, deliveries, or use of the common elements. The unit owner/lessee shall be held responsible for and shall bear any expense of such damage.

GARDENING AREAS

1. Planting by unit owners are restricted to ornamental shrubs and flowers of reasonable size, shape, and color, in harmony with the existing growth. Any planting that requires special attention or expensive care is the responsibility of the owner.
2. The growing of vegetables and fruit trees is prohibited.
3. Gardening by residents is a privilege, not a right. Failure to comply with a request from the Board of Directors to remove a specific planting will result in the removal of the offensive plantings at the owner's expense.
4. Garden hoses must be neatly coiled and stored out of sight when not in use.

VEHICLES ROADWAYS AND PARKING AREAS

1. The occupants of each unit are limited to use, within the Navarra Club parking areas, no more than two parking spaces. Designated covered parking spaces and guest parking spaces are for the use of the unit occupants and their guests.
2. No boat, trailer of any kind, camper, mobile home, motor home, commercial vehicle, any vehicle with more than two axles, or disabled vehicle shall be permitted to be parked or stored on the Navarra Club property.
3. No vehicle shall be parked anywhere except on a paved area intended for that purpose. Parking of motor vehicles on lawns, landscaped areas, sidewalks, or in courtyards is prohibited. The vehicle shall be parked between pavement markings so as not to take up more than one space.
4. Seasonal auto storage is allowed only in the unit owner's designated parking spot. No seasonal parking is permitted in any other area of the Navarra Club property.
6. No vehicle shall be used as a domicile or residence, either permanent or temporary. The owner of a vehicle which leaks motor fluids onto the pavement, is responsible for the removal of such spillage and any stains caused by such spillage.
7. Car washing on the Navarra property is limited to two vehicles per unit.
8. No mechanical work such as tune ups or oil changes are permitted on the Navarra Club property. Only emergency repair work to start a vehicle or ready it for tow is permitted.

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1. No pets are allowed at the Navarra Club. Service dogs or Emotional Support Animals accepted with proper documentation only.

NOTE:

A common element is any property owned by the Navarra Club Association. Parking areas and the pool are examples of common elements.

A limited common element is a common element reserved for the use of a certain unit (or units) to the exclusion of other units. Certain lanais (lanais outside the building line) or a covered parking space is a limited common element.