Pavilion Club Condominium Association, Inc.
Renters' Rules Book

2026

Revised 10-01-2026

Please Keep in the Unit

Pavilion Club Condominium Association, Inc.
806 Gulf Pavilion Drive
Naples, Florida 34108
239-566-8010

Visit www.pavilionclubnaples.com to view or download this booklet.

FORWARD

We welcome you and wish you a pleasant visit to the Pavilion Club. This booklet has been prepared by the Board of Directors to help make your stay enjoyable and to make you aware of the various rules and regulations that exist.

Rules and regulations are an essential part of condominium living and they are developed to help promote a harmonious relationship between residents in a dwelling area where the homes are not separated by broad lots but are as close to one another as the common area walls and floors separating the units. Sometimes it is difficult to forget all the freedoms we have had as a single-dwelling homeowner and accept the conditions that come with condominium life. Living harmoniously in a condominium community requires a little effort on the part of all residents to be courteous and respectful of others. Most issues can be avoided by practicing good judgment and adhering to the community guidelines.

Some issues that are of particular concern to condominium life are proper trash disposal, pool area decorum, noise and other nuisances, vehicle usage, parking, and general maintenance of the units and common elements. Please take the time to familiarize yourself with the policies and procedures relating to these issues.

Owners should see that a copy of these rules is always retained in the unit.

Thank you for your cooperation.

Board of Directors

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"DOC" means Pavilion Club Declaration of Condominium

EMERGENCY NUMBERS & OTHER CONTACT INFORMATION

ALL EMERGENCIES: 911
(Police, Fire & Ambulance)
You must stay on the line after calling this number

Collier Country Sheriff's Office (Non-Emergencies) 239-252-9300
Poison Information Center: 1-800-222-1222

IN CASE OF FIRE

Each of the 12-unit buildings (815, 821, 828, 845 & 876) is equipped with fire alarm pull stations, fire alarm buzzers in each unit, as well as fire extinguishers in various locations outside the units. The 8-unit buildings are equipped with fire extinguishers only, and smoke detectors in the individual units. In the event there is a fire in your unit, you should vacate the apartment, activate one of the fire alarms pull located outside the unit (this will signal other residents in the building that there is a fire) shout "FIRE" and alert someone to immediately call 911 to report the fire and its location.

The fire alarm that sounds when the fire alarm pull station is activated is a local alarm only -- it is not monitored by the Fire Department. Therefore, you must call 911 in order to let the Fire Department know there is a fire.

All residents should familiarize themselves with the locations of fire extinguishers, pull stations and other emergency equipment.

IMPORTANT ASSOCIATION CONTACT INFORMATION

Manager : Chris Stinauer
Office Phone: (239) 566-8010
Non-Urgent Inquiries: e-mail Manager@pavilionclubnaples.com
Manager is on-site Monday-Friday.

FOR ASSOCIATION-RELATED EMERGENCIES DURING OFF HOURS:
Call Office Phone Number which will forward call to Manager Cell Phone.

Owners' Secure Website: PC.myHOAST.com
Public Website: www.PavilionClubNaples.com

CODE OF CONDUCT

The owners of the Pavilion Club community desire to create a safe, inviting, and friendly community atmosphere. We recognize that we are a diverse community in different stages of life, with multiple interests, desires and needs. The purpose of this code of conduct is to allow each owner, guest and/or renter to maximize his or her experience at the Pavilion Club. To accomplish this, we have developed a code of conduct for common areas to foster mutual respect and enjoyment for the common good of all. Please be mindful of those around you by:

- Refraining from loud boisterous comments/conversations
- Refraining from the use of profanity
- Refraining from smoking, vaping, and use of electronic cigarettes in common areas
- Observing all common area rules

RULES ENFORCEMENT & COMPLAINTS

A code of rules is useless unless enforced. The rules apply to everyone without exception. Care must be taken to ensure that everyone on Pavilion Club property is aware of the rules and regulations; therefore, ignorance is no excuse. The primary purpose of the enforcement procedure is to encourage rule compliance for the benefit of all owners, guests, and renters, not to be punitive.

1. When a violation occurs, the Manager may issue a verbal or written warning to the violator.

2. Further repetition of the offense will result in a certified letter to the offender. A dated memo of the violation will be filed with the Board.

3. The Board of Directors may suspend privileges or levy a fine against any unit owner for failure of the owner, his/her guests, lessee, or invitees to comply with the document restrictions or the rules and regulations of the Association. The party against whom the suspension or fine is sought to be levied shall be afforded an opportunity for a hearing before the violations committee and shall receive notice of such hearing no less than 14 days prior to the date of that hearing. (Bylaws 8.1)

4. An owner and/or lessee/renter who receives a fine citation from the manager shall have, in accordance with applicable Florida statute, 14 days from the date of the citation notice to appeal in writing to the violation committee.

5. If the offense continues because the fining process was not effective for whatever reason, the matter will be referred to the Association's Attorney for additional enforcement action.

6. Parents are responsible for their children's adherence to the rules.

7. Unit owners are responsible for their renters and/or guests' adherence to the rules.

8. **COMPLAINTS REGARDING OTHER RESIDENTS MUST BE PUT IN WRITING TO THE MANAGER.**

GENERAL RULES

1. **The main water valve must be shut off whenever the unit is unoccupied overnight or longer.** Also, dishwashers and washing machines should not be left unattended while turned on. Please operate these machines only while the unit is occupied.

2. The owner of an unoccupied unit may not allow anyone to use the common elements or recreational facilities in their absence. (DOC 10.2) (C)

3. Common hallways, stairways and other common elements shall not be obstructed, littered, defaced, or misused in any manner. Balconies, patios, lanais, walkways, and stairways shall be used only for the purpose intended, and they shall not be used for hanging or drying clothing, for outdoor cooking, for cleaning of rugs or other household items, or for storage of bicycles or other personal property. (DOC 10.9)

4. No gas grills (or other gas appliances) of any kind may be used, except for the vented Jenn Air grills originally installed on lanais. (Fire Code)

5. All occupants under 18 years of age shall be closely supervised at all times by an adult to ensure that they do not become a source of unreasonable annoyance to other residents. (DOC 10.5)

6. Owners and occupants of units should exercise extreme care to minimize noise so as not to disturb others, especially between the hours of 10:00 PM and 8:00 AM. Repairs or improvements to a unit shall only be performed between the hours of 8:00 AM through 6:00 PM, Monday through Saturday except in an emergency. (DOC 10.7)

7. Within each dumpster enclosure, there is a large green metal dumpster for garbage and several green and yellow carts for recycling. Only items small enough to fit INSIDE the dumpster or the recycling carts should be discarded in the dumpster area.
   - All garbage shall be bagged, tied, and deposited into the large metal dumpster. Please close the side doors after using them to discourage animals from entering the dumpster area.
   - ONLY recycle paper, flattened cartons/cardboard and empty bottles, jars, and containers, made of metal, plastic, and glass. NOTHING ELSE.
   - NO BAGGED RECYCLABLES. Empty recyclables directly into the cart.
   - ALL BOXES MUST BE FLATTENED.
   - If the recycling carts are full, put the items into the metal dumpster for disposal.
   - DO NOT RECYCLE: bags containing animal waste, plastic bags or film, Styrofoam cups & containers, items containing food waste & liquids, electronics, batteries, and needles.

   Owners & guests are responsible for arranging for proper disposal of large, bulky items such as appliances, furniture, mattresses, household items, hazardous materials, remodeling, or construction debris. These items may not be left outside the containers in the dumpster enclosures or elsewhere on the property.

8. The Association has an irrevocable right of access to the units for the purposes of protecting, maintaining, repairing, and replacing the common elements or portions of the unit to be maintained by the Association, and, as necessary, to prevent damage to one or more units. The Association must be given a key and/or other method of access (i.e., code combination, etc.) to all units. If the Association is not provided a key to the unit, the owner shall pay all costs incurred by the Association in gaining entrance to the unit and shall also be responsible for any damage done to the unit in gaining entrance thereto. (DOC 9.8)

GUESTS USE

1. A "guest," as defined in the Declaration of Condominium, means a person who is not the owner or a tenant of the unit, and is not a member of the owner's or lessee's immediate family, who nevertheless is physically present in, or occupies the unit on a temporary basis, at the invitation of the owner or lessee, without payment of valuable consideration. "Immediate Family" is defined as the husband, wife, father, mother, brother, sister, child or grandchild of the owner or lessee and are not guests. (DOC 4.10 & 4.11).

2. Renters must register any family members or guests with the Property Manager in writing prior to their arrival. Upon arrival, guests must sign a statement saying that they are non-paying guests. Violations shall be subject to a fine. **See Appendix E: Family/Guest Registration Form.**

3. **Occupancy in the Absence of the Lessee:** If a lessee absents himself from the unit for any period of time during the lease term, his immediate family and their spouses already in residence may continue to occupy the unit and may have house guests. If the lessee and all of his immediate family members within the first degree of relationship are absent, no other person may occupy the unit. (DOC 13.4)

PET, SERVICE ANIMAL, & EMOTIONAL SUPPORT ANIMAL (ESA) RULES & RESTRICTIONS (DOC 10.6)

1. No pets of any kind are permitted in leased units, nor may guests bring pets into the condominium.

2. There are specific requirements for renters and guests to have a Service Animal or Emotional Support Animal on Pavilion Club property.

3. A Service Animal/Emotional Support Animal (ESA) Reasonable Accommodation Request Form must be submitted and approved prior to arrival by any renter or guest wishing to bring an animal to Pavilion Club. **See Appendix H – Service Animal / Emotional Support Animal (ESA) Reasonable Accommodation Request Form**.

VEHICLE AND PARKING AREA RULES (DOC 10.10)

SPEED LIMIT-15 MPH

1) All owners, tenants and guests must register their vehicles with the Office within two (2) business days of their arrival.

2) Parking areas shall be used to park conventional passenger automobiles and vans only. No pick-up trucks. "Conventional passenger automobiles and vans" shall include "mini vans" such as Dodge Caravan, Honda Odyssey, and other vehicles of similar size and configuration, plus passenger vans. Sport Utility Vehicles such as Jeep Cherokee, Nissan Pathfinder, and other vehicles of similar size and configuration shall also be included in this classification.

3) Except for service vehicles temporarily present on business, no pick-up trucks, motorhomes, recreational vehicles, off road vehicles, motorcycles, trailers, campers, boats or boat trailers, jet skis, jet ski trailers, swamp buggies, buses, tractors or semi-trucks shall be parked, stored, or left standing on the Condominium property.

4) No commercial trucks or deliveries after 6:00 P.M. or on Sundays.

5) One numbered, covered parking space has been deeded for the exclusive use of each unit in front of the building. (DOC 8.1(B). **See Appendix F – Assigned Parking Spaces.**

6) Only one additional, unmarked, uncovered space may be occupied on a permanent basis by any one unit except for temporary, non-overnight parking by day guests. Visitors shall use uncovered parking spaces marked "GUEST." No owner/lessee shall be permitted to register or maintain more than two (2) vehicles on Pavilion Club property.

7) No vehicle repair or maintenance work is permitted on the premises except for emergency repairs, such as changing flat tires.

8) Washing of vehicles shall not be permitted due to cost and conservation of water.

9) Any vehicle which is improperly licensed or untagged, wrecked, junked, partially dismantled, in an inoperative or abandoned condition, whether attended or not, is not permitted on the property.

10) No motor vehicle shall be parked anywhere on the Condominium property other than the paved areas intended for the use as parking spaces. No vehicle shall be parked in such a manner as to impede or prevent access to any other parking space.

11) Keys for vehicles left by unit owners during extended periods of time must be deposited with the Manager in case of emergencies.

12) Bicycles should be clearly identified by building & unit number. Unidentified bikes may be removed and disposed of at the discretion of the Manager. Bicycles are not to be kept in parking spaces or tied to carports. Use bicycle racks provided and make sure to always secure your bike with a lock.

13) Upon prior written approval from the Association, a unit owner or his/her tenant may use a truck to move personal property to or from the unit for a period not to exceed 48 continuous hours.

14) Upon prior written approval from the Association, a unit owner or his/her tenant may use a "POD" on the premises, not to exceed 24 hours to load and 24 hours to unload.

15) **IMPROPERLY PARKED OR UNAUTHORIZED VEHICLES MAY BE TOWED AT THE VEHICLE OWNER'S EXPENSE**

POOL RULES & DECORUM

The use of the Pavilion Club pool shall be consistent with Florida State and Local laws. Pool and pool area users are expected to use common sense and to be mindful of other users. All owners, renters, and guests are expected to become familiar with these rules and to abide by them.

1. Swim at your own risk; no lifeguard is provided. Swimming alone is not recommended.
2. The pool is for exclusive use of owners, renters and their guests.
3. Owners who rent their residence are not entitled to use the recreation facilities while the unit is rented or leased.
4. Pool hours are posted in the pool area.
5. Pool capacity is 27 persons. (State law)
6. Do not swallow pool water - it is recirculated. (State Law)
7. Shower before entering the pool. (State law)
8. Pets and Emotional Support Animals are not permitted in the pool area. Service animals are permitted on the pool deck under ADA and Florida law. No animals in the pool water.
9. Do not use the pool if you are ill with diarrhea. (State Law)
10. Use suntan lotion only, no oils.
11. Food and beverages are prohibited in the pool and on the pool-wet deck. (State law)
12. Glassware is prohibited in the fenced pool area. (State law)
13. Any person who is incontinent or not potty trained must wear appropriate waterproof clothing when entering or being carried into the pool.
14. For all electronic listening devices, headsets or earphone devices must be used, except for board approved social functions.

15. The use of cell phones for receiving and placing calls is restricted to answering an incoming call after which time, the recipient shall move to a location away from the pool and clubhouse area to conduct a conversation. Any outgoing calls are to be placed in an area away from the pool and clubhouse area as well.
16. A beach towel should be used on chairs and lounges to prevent stains from suntan lotions. Tables, chairs, or lounges may not be reserved while users are absent from the pool area.
17. No jumping or diving into the pool.
18. Floating objects such as inner tubes, rafts, balls, and water toys are not permitted in the pool. Safety devices and swimming aids are permitted.
19. No running, throwing balls, Frisbees etc., riding, of bikes, rollerblading, skateboarding or roughhousing is permitted in the pool or pool area.
20. The Clubhouse facility is not to be used for pool picnics unless in accordance with use rules.
21. Appropriate swimwear must always be worn.
22. Vacate the pool and the pool area during electrical storms.
23. Smoking and vaping are prohibited in the fenced in pool area and clubhouse (Includes all tobacco and electronic smoke devices including but not limited to E-cigs.)

CLUBHOUSE RULES

1. The Clubhouse facilities are not to be used for pool picnics or by people in wet bathing suits.
2. The Clubhouse hours are from 8:00 AM to 10:00 PM.
3. Turn off all lights when leaving the Clubhouse.
4. The privilege of using the wireless internet access in the Clubhouse is only available when Association activities are not scheduled.

TEMPORARY ABSENCES

1. **The Main water valve must always be turned off when leaving the condominium unoccupied overnight or longer.** If you need assistance in locating the shut-off valve, please contact the Manager's office.
2. Dishwashers and washing machines should not be left unattended while turned on. Please operate these machines only while the unit is occupied.
3. Please let the Property Manager know if you will be away for more than 48 hours in case of an emergency or if leaving a vehicle in the event it must be moved.

RULES FOR RENTING AND LEASING THE UNIT (DOC 13)

In order to foster a stable residential community and prevent a motel-like atmosphere, leasing and licensing of units is restricted in Section 13 of the Declaration of Condominium. A unit owner may lease only his entire unit, and then only after receiving approval of the Association. All leases of units must be in writing. The lessee must be a natural person.

1. Entire units, but not less than entire units, may be leased provided the occupancy is only by the lessee and his or her family and guests. No rooms may be rented, and no transient tenants may be accommodated. No unit may be used on a "time share" basis. Advertising a unit for daily or weekly lease or license on websites such as Airbnb.com, Craigslist.com, Flip-Key, Tripping.com, House Trip, Luxury Retreats, HomeAway, VRBO.com or other similar sites, regardless of whether the arrangements are classified or described as something other than a lease, is prohibited. (DOC 13.2)

2. No unit may be leased more often than five (5) times per calendar year, with a minimum lease term being not less than thirty (30) days. No lease may be for a period of more than one (1) year; however, the Board may approve the same lease from year to year. No subleasing or assignment of lease rights by the lessee is allowed. (DOC 13.2)

3. The Association may charge the owner a preset fee for processing the application, not to exceed the maximum amount allowed by law. No fee may be charged for the approval of a renewal of an annual lease with the same lessee. (DOC 13.7)

4. If an annual lease is renewed, a copy of the new lease must be submitted to the Association each year. If there is no change in the lessee(s), a background check is not required, unless management has reason to believe it is warranted. There will not be a $150 application fee for the annual lease renewal.

5. Only one family shall occupy each unit at a time, as a residence and for no other purpose. No unit shall be permanently occupied by more than 2 persons per bedroom as permitted by County code. No business or commercial activity shall be conducted in or from any unit. (DOC 10.1)

6. No pets of any kind are permitted in leased units, nor may guests bring pets into the condominium. (DOC 10.6)

7. An Owner intending to lease his/her unit shall forward to the Association a Rental Application Form completed by the proposed tenant, a fully executed copy of the

proposed lease, and the applicable application fee at least ten (10) days prior to the first day of occupancy. The application process applies to all tenants, even those who may be "repeat" tenants and have leased previously. (DOC 13.1) (A)

Notice: If a lease applicant does not have a United States SSN or Tax ID number (which are required to complete a national criminal background check), the following additional core documentation must be provided:

a. Certified copies of passport and U.S. visa/entry documents.
b. A notarized, self-certification affidavit (see Appendix D.), sworn by the foreign applicant under penalty of perjury, disclosing no convictions of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, a felony involving a minor(s) or sexual offense, or any felony involving fraud, deceit, theft, embezzlement or perjury. These should be mailed to the Pavilion Club at the address on the Rental Application Form.

The Board reserves the right to require additional screening at the applicant's expense if the Board has reasonable concerns from the information collected in the core documentation.

See Appendix D – Rental Application Form.

8. Background checks will be completed for all new renters, except for renters who return within 15 months of their last rental and immediate family members of owners (husband, wife, father, mother, brother, sister, child, or grandchild (DOC 4.11)). Any other exceptions require Property Manager/Board approval. If the report contains non-satisfactory information, it will be discussed with the Property Manager/Board prior to making a decision.

9. Once all the required information (including the completed background check or core documentation) has been received in good order, the Association has ten (10) days in which to approve/disapprove the proposed rental/lease. *Reference: Declaration 13.1(B)*. Approval may be issued within 10 days if the application is complete and no background issues are identified by the Manager. If the Manager identifies grounds for denial based on the application or information provided (e.g., a background check issue), then the application must go to the Board for a final decision. The Board then has 20 days to approve or disapprove the lease. This creates a maximum of 30 days for processing an application that ultimately could be denied by the Board after Manager review and deferral to the Board for final decision. *Reference: Declaration 13.1 (G)*

10. Grounds for disapproval by the Board include, but are not limited to the following: the prospective tenant(s) has been convicted of a felony of the type described in section

7 above, the unit owner is delinquent in the payment of assessments at the time the application is considered; there is a history of the owner leasing his unit without obtaining approval or leasing to troublesome tenants; the owner's real estate company or agent has a history of screening tenants inadequately, recommending undesirable tenants, or entering into leases without prior Association approval. (DOC 13.1) (C)

11. If a fully completed Rental Application Form including the background check or required documentation cited in item 7 (as applicable), a fully executed copy of the proposed lease, and the applicable application fee is not received 10 days before the rental start date, the Association's Manager shall be authorized to reject the application, notify the applicant(s) in writing of same, and the initial 10-day review period referenced in item 9 shall not begin to run.

12. If proper notice is not given, the Board at its election may approve or disapprove the lease. Any lease entered into without approval may, at the option of the Board, be treated as a nullity. (DOC 13. I (C) (D)

13. It is the owner's responsibility to see that their tenants have available to them keys and/or access codes to the residence and mailbox, a Guest Pass (unique entry code) for the front entry gate, and codes for the pedestrian and pool gates. Rental agents are required to provide a complete set of keys and access codes for their tenants.

14. All lessees shall register with the Association within two (2) business days of their arrival.

15. Ultimate responsibility for renter and guest compliance with these rules and regulations and for any type of damage caused by his or her tenants or guests rests with the unit owner. This owner responsibility cannot be passed off to the rental agent, manager or other representative. To avoid any misunderstanding and inconvenience, the Board strongly suggests that owners include in their lease contracts the prohibition on pickup trucks and pets at Pavilion Club.

16. All the provisions of the condominium documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a unit as a lessee or guest to the same extent as against the owner. A covenant on the part of each occupant to abide by the rules, designating the Association as the owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether specifically expressed in such agreement or not. (DOC 13.6)

17. Each renter/lessee should be provided with a copy of the Renters' Rule Book prior to execution of the lease. Each renter/lessee shall sign a document indicating that they have read, understood and agree to abide by all Pavilion Club Rules and Regulations. **See Appendix D – Rental Application Form.**

18. Failure to register renters in accordance with Association rules and regulations and/or to abide by rental/lease rules, regulations and protocols may result in the loss of rental privileges for up to one (1) year.

FRONT ENTRY GATES

- ✓ Prior to the start of a rental, the unit owner should provide the Renter with a Guest Pass (unique entry code) that is valid for the duration of the rental using the **myQ Community Smartphone app**. The code should be issued to expire at the end of the rental period and will be cancelled.

- ✓ Upon arrival and throughout the stay, the Renter will use the Middle Lane and enter the code into the Terminal to open the gates. If the Renter does not have a Guest Pass (unique entry code) prior to arrival, the Renter will use the Middle Lane Terminal Directory to contact the owner upon their arrival so the owner can open the gate.

- ✓ Renters are obligated to register their car with the Association within 2 business days of their arrival. If needed, the Association may issue a Guest Pass (unique entry code) at that time to the Renter for the duration of their stay.

- ✓ The Renter may give their unique entry code to their guests during their residency.

- ✓ Vehicles with an RFID tag enter through the right lane. After the Association receives a properly completed Rental Application, signed lease agreement, and fee payment, Renters may obtain an RFID tag for their vehicle from the Association office. The vehicle owner's name & vehicle license plate number will be recorded. The tag will be activated for the duration of the rental and then cancelled. If the Renter returns the following year, the RFID tag may be reactivated for the duration of the new season.

- ✓ Seasonal & Monthly Renters will not be listed in the directory.

Appendix D. Rental Application Form

This form available online for download.
On pavilionclubnaples.com, navigate to Rentals & Sales. On pc.myHOAst.com, navigate to My Community>Documents>Forms.

PAVILION
CLUB

806 Gulf Pavilion Dr., Naples, FL 34108
(239) 566-8010
Email: PCNapplications@comcast.net

RENTAL APPLICATION

I/We hereby apply for approval to lease/rent unit _____ in building _____ at Pavilion Club, for the period beginning _____, 20_____ and ending _____, 20_____.
I/We 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. I/We consent to your further inquiry concerning this application, including a criminal background check. Do not leave boxes blank. If not applicable, write n/a.

PLEASE TYPE OR PRINT LEGIBLY THE FOLLOWING INFORMATION:

Applicant(s):			
Applicant #1 Name:		Driver's License (State and #):	
☐ I am an active service member as defined in Section 250.01 Florida Statutes.	Date of most recent previous Pavilion Club Rental (if any) From:	To:	
Phone:		Email:	
Applicant #2 Name (if any):		Driver's License (State and #):	
Phone:		Email:	
Home Street Address:	City	State	ZIP

Pavilion Club Condominium documents restrict units to use as single-family residences only. Please list the name and relationship of all people who will occupy your unit on a regular basis in addition to the applicants above. Any unrelated applicants over the age of 18 who intend to occupy the unit on a regular basis must submit a separate application and fee.

Name:	Relationship:
Email Address (if over 18):	
Name:	Relationship:
Email Address (if over 18):	

Motor Vehicle (s) to be kept at Pavilion Club:

Year	Make	Model	Plate (State and #):	Color

Person to be notified in case of emergency:

Name:		Phone:	
Address:	City	State	ZIP

This form available online for download.
On pavilionclubnaples.com, navigate to Rentals & Sales. On pc.myHOAst.com, navigate to My Community>Documents>Forms.

COMPLIANCE AGREEMENT

By signing this Compliance Agreement and taking occupancy in the above-described unit in Pavilion Club Condominium Association, Inc., I HEREBY ACKNOWLEDGE AND AGREE that I have received a complete copy of the Renters' Rules Book for the Pavilion Club Condominium Association, that I have reviewed the Rules in their entirety, that I understand the restrictions and obligations contained in the Rules and that I agree to abide by the Rules for as long as I reside in the unit. I have been told how and agree to shut off the main water control valve when vacating the unit overnight or longer. Pickup trucks, motorcycles, commercial work vehicles, motor homes, travel trailers, all watercraft, etc. are prohibited from being parked on the premises. Lessees and guests are not allowed to bring pets into the condominium. There are specific requirements to have a Service Animal or Emotional Support Animal (ESA) on Pavilion Club property (see page 3).

I further ACKNOWLEDGE AND AGREE that the Pavilion Club Condominium Association, Inc., has the right to impose fines and/or suspensions or seek eviction or injunctive relief under legal proceedings if I continue to violate the Rules after receipt of a written warning from the Association. I understand and agree that the Association's Board of Directors, in its sole discretion, has the right to determine if a violation has occurred.

I, the lessee (tenant), also understand and agree that if the lease to the unit is approved and any special assessment or installment of a regular assessment for a unit remains unpaid for at least thirty (30) days after the due date and a Claim of Lien has been recorded against the unit, then upon written notice mailed to both the owner and the lessee of such delinquency, both the owner and I (tenant), agree that all future lease payments due under the lease shall be paid by the lessee (tenant) directly to the Association until such time as the Association notifies both the owner and lessee (tenant) that all sums due the Association have been paid in full. Such lease payments shall be funds of the Association to be utilized for any Association purpose at the discretion of the Board and shall only be remitted to the owner if full payment of all amounts due the Association have been paid by the owner and a Satisfaction of Claim of Lien has been recorded.

The Association charges a non-refundable fee of $150 per applicant for the expenses related to the processing of this application. Spouses or a parent or parents and any dependent child are considered one applicant. Any unrelated applicants over the age of 18 who intend to occupy the unit on a regular basis must submit a separate application and fee. A complete copy of the signed rental agreement/lease must accompany this application.

Applicant 1 Signature:	Date:
Applicant 2 Signature:	Date:

To be completed by Rental Agent, if applicable:

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 Pavilion Club Condominium Association, including termination of the lease and removal of the tenant. This application must be signed by the applicant(s) and by the realtor or other person acting as rental agent.

Name:	Email:	
Signature:	Phone:	Date:

FOR ASSOCATION USE

☐ APPROVED Date:	☐ DISAPPROVED Date:	BY:	TITLE:

This form available online for download.
On pavilionclubnaples.com, navigate to Rentals & Sales. On pc.myHOAst.com, navigate to My Community>Documents>Forms.

Instructions for Completing the Application Process -- retain this page for your information.

1. Please scan the completed application (pages 1 & 2 only) and email it, along with a fully executed copy of the proposed rental agreement/lease to: **PCNapplications@comcast.net.**

2. Please send a check payable to Pavilion Club Condo Association for $150.00 per applicant to **Pavilion Club Condo Association, 806 Gulf Pavilion Drive, Naples FL 34108**. (Spouses or a parent or parents and any dependent child are considered one applicant.) Please note the Building and Unit number in the memo section of the check. If the check doesn't have the applicant's name on it, please note that information also.

3. **The above items must be received at least 10 days prior to the start of the lease to allow for processing.**

4. **Applicants without a U.S. Social Security Number or Tax ID number (required to complete a national criminal background check) must provide:**
   a. certified copies of passport and U.S. visa/entry documents; and
   b. A notarized, self-certification affidavit sworn under penalty of perjury, disclosing no convictions of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, a felony involving a minor(s) or sexual offense, or any felony involving fraud, deceit, theft, embezzlement or perjury**. See Affidavit of Criminal History Self Certification on page 5**.

   These items should be mailed to the Pavilion Club Condo Association at the address above. The Board reserves the right to require additional screening at the applicant's expense if the Board has reasonable concerns from the information collected in the core documentation.

5. **Applicants with a US Social Security Number:** After the Association has received all required documents (legible and fully completed), a link will be sent via email to each applicant to begin the background check process. **Please click on the link in the email received to provide the necessary information.**

6. Failure to provide the required information and complete the background check will result in an automatic administrative rejection of the application by the Manager and the applicant(s) shall be so notified in writing. Approval may be issued within 10 days if the application is complete and no background issues are identified by the Manager. If the Manager identifies grounds for denial based on the application or information provided (e.g. background check issue), then the application must go to the Board for a final decision. The Board then has 20 days to approve or disapprove the lease. This allows a maximum of 30 days for processing an application that ultimately could be denied by the Board after Manager review and deferral to the Board for final decision.

7. If you have a **Service Animal** or **Emotional Support Animal** and wish to request a reasonable accommodation, please submit a **Service Animal/Emotional Support Animal (ESA) Reasonable Accommodation Request Form** and any required documentation at least 10 days before arriving at Pavilion Club. **Approval is required before bringing the animal onto the property.** *The form is available online for download on pavilionclubnaples.com; navigate to Rentals & Sales.*

This form available online for download.
On pavilionclubnaples.com, navigate to Rentals & Sales. On pc.myHOAst.com, navigate to My Community>Documents>Forms.

Pavilion Club Guidelines

Renters' Rules booklets are available for review and download at www.pavilionclubnaples.com. The information below is not a substitute for the Condominium document restrictions or the Rules Booklets, but summarizes important basic rules and policies of the Pavilion Club for renters and guests:

OFFICE: The Manager is on site, during business hours, Monday-Friday. The office number is 239-566-8010.

RENTALS and GUESTS: Unit owners must notify the Association, in writing, of any person occupying their unit in their absence. An owner wishing to lease or rent his unit must forward to the Association an application form, fully executed copy of the lease and a processing fee at least ten (10) days prior to the first day of the proposed tenant's occupancy. No unit may be leased more often than five (5) times in any calendar year with the minimum lease term of no less than thirty (30) days. No sub-letting or assignment of lease is permitted. **The total number of occupants is limited to two (2) people per bedroom.**

FRONT GATE ENTRY: Prior to the start of the rental, the unit owner should provide the Renter with a Guest Pass (unique entry code) for the Front Gate that is valid for the duration of the rental. Upon arrival and throughout the stay, the Renter will use the Middle Lane and enter the code into the Terminal to open the gates. If the Renter does not have a Guest Pass (unique entry code) prior to arrival, the Renter will use the Middle Lane Terminal Directory to contact the owner upon their arrival so the owner can open the gate. After the Association receives a properly completed Rental Application, signed lease agreement, and fee payment, Renters may obtain an RFID tag for their vehicle from the Association office. The vehicle owner's name & vehicle license plate number will be recorded. The tag will be activated for the duration of the rental and then cancelled. If the Renter returns the following year, the RFID tag may be reactivated for the duration of the new season.

REGISTRATION: For emergency and security purposes, please notify the office of your arrival and departure dates. All occupants must report to the office within two (2) business days of arrival to register their vehicles.

PETS: Lessees and guests are not allowed to bring pets into the condominium. There are specific requirements to have a Service Animal or Emotional Support Animal (ESA) on Pavilion Club property. **Please submit a Service Animal/Emotional Support Animal (ESA) Reasonable Accommodation Request Form and any required documentation at least 10 days before arriving at Pavilion Club. Approval is required before bringing the animal onto the property.** *The form is available online for download on pavilionclubnaples.com; navigate to Rentals & Sales.*

VEHICLES: All vehicles must be registered with the office. **Pickup trucks, motorcycles, commercial work vehicles, motor homes, travel trailers, all watercraft, etc. are prohibited from being parked on the premises.** Each unit has one (1) assigned, numbered space under a carport. Guests must use uncovered spaces marked "GUESTS." Unauthorized vehicles will be towed at the owner's expense. Car washing and repairs, other than changing flat tires, are prohibited.

BICYCLES: Bicycles should be identified by building & unit number and registered with the office. Unidentified bikes may be removed and disposed of at the discretion of the Manager. Bicycles are not to be kept in parking spaces or tied to carports. Use bicycle racks provided and make sure to always secure your bike with a lock.

GRILLS: Portable gas grills (or other gas appliances) may not be used, kept or stored on porches, sidewalks or balconies per the Fire Marshall.

LEAVING? The main water valve to the unit must be shut off when vacating the unit. If you plan to leave the unit overnight, the main water should be shut off. If you need assistance in locating the valve, please call the office (239-566-8010). You may be held liable for any damage to property due to negligence. After closing the main water valve, the circuit breaker to the hot water heater and the arm in the icemaker should be placed in the "off" position.

This form available online for download.
On pavilionclubnaples.com, navigate to Rentals & Sales. On pc.myHOAst.com, navigate to My Community>Documents>Forms.

AFFIDAVIT OF CRIMINAL HISTORY SELF-CERTIFICATION

[FLORIDA CONDOMINIUM LEASE/TRANSFER APPLICATION]

I, _____, being first duly sworn, depose and state under oath as follows:

1. My date of birth is _____, and my current address is

_____.

2. I am applying for [ ] purchase or [ ] lease of Unit #_____ at Pavilion Club Condominium Association, Inc., located in Naples, Collier County, Florida.
3. I have used the following other names or aliases (including maiden names or foreign names): _____
4. To the best of my knowledge and belief, I have [ ] not / [ ] been convicted of a dangerous felony(s) (or equivalent offense under foreign law), including but not limited to a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, a felony involving a minor(s) or sexual offense, or any felony involving fraud, deceit, theft, embezzlement or perjury, in any jurisdiction worldwide.
   - If checked "been convicted," provide details below (offense, date, jurisdiction, and disposition): **(To be completed in English)**

     _____

     _____

     _____

5. I understand that this affidavit is submitted to Pavilion Club Condominium Association, Inc. as part of the approval process under the Declaration of Condominium, and that false statements herein may result in denial of approval, lease termination, eviction, or legal action.
6. I authorize the Association to verify the information provided herein.

I swear (or affirm) that the foregoing statements are true and correct to the best of my knowledge, under penalty of perjury under the laws of the State of Florida.

Signature of Applicant: _____ Date: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of [ ] physical presence or [ ] online notarization, this _____ day of _____**, 20___**, by _____, who is personally known to me or who has produced _____as identification.

SEAL

_____
Notary Signature

_____
Printed Name

Appendix E. Family/Guest Registration Form

This form available online for download.
On pavilionclubnaples.com, navigate to Rentals & Sales. On pc.myHOAst.com, navigate to My Community>Documents>Forms.

Pavilion Club Condominium Association, Inc.

FAMILY MEMBER OR GUEST REGISTRATION FORM

OWNERS must register any family members or guests who intend to use their unit in their absence in writing prior to their arrival. (DOC 10.2) (A) & (B).

- ✓ One immediate family member (husband, wife, mother, father, brother, sister, child, or grandchild of the owner and his/her spouse) and his/her spouse and children, if any, can occupy the unit with advance written notice.
- ✓ A non-immediate family member or guest (and their family up to six people) can occupy the unit with advance written notice. The owner and the guests must sign this form certifying the use of the unit is without payment of valuable consideration.
- ✓ If there is any payment of valuable consideration, the Rental Application Form is required.

RENTERS must register any family members or guests with the Property Manager in writing prior to their arrival. Upon arrival, guests must sign a statement saying that they are non-paying guests.

PLEASE PRINT LEGIBLY THE FOLLOWING INFORMATION

Bldg./Unit_____ Owner's/Renter's Name_____

Guest Name_____ Guest Spouse Name_____

Guest's relation to the Unit Owner/Renter_____

Guest Telephone_____ Guest Spouse Telephone _____

Guest Permanent Address _____

City_____ State_____ Zip_____ Email_____

My Guest will occupy my unit from _____ to _____. **Each visit is limited to 2 months. Guests occupying the unit for longer than 2 months must submit a new form and register again. There is a maximum of 6 Guest visits per year.**

The full names and relationships of all other people who will be occupying the unit during the visit.

_____

Emergency Contact: _____Phone: _____

Car to be kept on the property: Year_____ Make_____ Model_____

State of Registration_____ Plate No._____

NO PICK-UP TRUCKS, BOATS, MOTORCYCLES, MOTORHOMES, ETC. ARE PERMITTED. No pets of any kind are permitted in leased units nor may guests bring pets into the condominium. All vehicles must be registered at the office and must display an Association parking ID. It is the unit owner's/renter's responsibility to ensure that their guests adhere to the Association's applicable rules and regulations.

As provided in Declaration of Condominium 10.2, I hereby certify the aforementioned guests are doing so without payment of valuable consideration and have been provided a copy of the Pavilion Club Rules.

_____ _____

Unit Owner's/Renter's Signature | Guest's Signature

(To be signed at the time of check-in/registration)

The unit owner/renter may send this form with his/her signature via email to Manager@pavilionclubnaples.com; or via postal mail to: Pavilion Club, 806 Gulf Pavilion Dr., Naples, 34108; or via fax to: Phone/Fax number (239) 566-8010. Upon arrival, family members/guests must present themselves in-person to register & sign the form.

Appendix F. Assigned Parking Spaces

Appendix F. **DEEDED PARKING SPACES**

BLDG	UNIT	SPACE#
810	201	58
	101	57
	202	56
	102	55
	103	54
	203	53
	104	52
	204	51
845	201	166
	101	165
	202	164
	102	163
	203	162
	103	161
	104	159
	204	160
	105	155
	205	154
	106	153
	206	152
840	201	140
	101	139
	202	138
	102	137
	103	135
	203	134
	104	133
	204	132
876	201	291
	101	292
	202	293
	102	294
	203	295
	103	296
	104	301
	204	302
	105	303
	205	304
	106	305
	206	306

BLDG	UNIT	SPACE#
815	201	20
	101	21
	202	22
	102	23
	203	24
	103	25
	104	26
	204	27
	105	28
	205	29
	106	30
	206	31
834	201	120
	101	119
	202	118
	102	117
	103	113
	203	112
	104	111
	204	110
851	201	177
	101	176
	202	175
	102	174
	103	170
	203	169
	104	168
	204	167
881	201	265
	101	266
	202	267
	102	268
	103	273
	203	274
	104	275
	204	276

BLDG	UNIT	SPACE#
816	201	73
	101	72
	202	71
	102	70
	103	65
	203	64
	104	63
	204	62
828	201	105
	101	104
	202	103
	102	102
	203	101
	103	100
	104	97
	204	96
	105	95
	205	94
	106	93
	206	92
864	201	199
	101	200
	202	201
	102	202
	103	205
	203	206
	104	207
	204	208
887	201	255
	101	256
	202	257
	102	258
	103	259
	203	260
	104	261
	204	262

BLDG	UNIT	SPACE#
821	201	35
	101	36
	202	37
	102	38
	203	39
	103	40
	104	45
	204	46
	105	47
	205	48
	106	49
	206	50
822	201	84
	101	83
	202	82
	102	81
	103	77
	203	76
	104	75
	204	74
870	201	190
	101	191
	202	192
	102	193
	103	194
	203	195
	104	196
	204	197
893	201	240
	101	241
	202	242
	102	243
	103	248
	203	249
	104	250
	204	251
898	201	219
	101	220
	202	221
	102	222
	103	225
	203	226
	104	227
	204	228

Appendix H. Service Animal / Emotional Support Animal (ESA) Reasonable Accommodation Request Form

PAVILION CLUB CONDOMINIUM ASSOCIATION, INC.

SERVICE ANIMAL / EMOTIONAL SUPPORT ANIMAL (ESA) REASONABLE ACCOMMODATION REQUEST FORM

The Declaration of Condominium section 10.6 states that "No pets of any kind are permitted in leased units, nor may guests bring pets into the condominium." **Renters and guests may complete this form to request a reasonable accommodation under the Fair Housing Act to keep a Service Animal or ESA in the community.**

> **Service animals are defined as dogs that are individually trained to do work or perform tasks for people with disabilities.** Examples of such work or tasks include guiding people who are blind, alerting people who are deaf, pulling a wheelchair, alerting and protecting a person who is having a seizure, reminding a person with mental illness to take prescribed medications, calming a person with Post Traumatic Stress Disorder (PTSD) during an anxiety attack, or performing other duties. **Service animals are working animals, not pets. The work or task a dog has been trained to provide must be directly related to the person's disability. Dogs whose sole function is to provide comfort or emotional support do not qualify as service animals under the ADA.**
> (Reference: https://www.ada.gov/resources/service-animals-2010-requirements/

Applicant Information (please print legibly)

Animal Owner Name: _____ Email: _____

Address: _____ Phone: _____

Building/Unit Applying For: _____ Unit Owner Name: _____

Proposed Dates of Residency: (beginning) _____ (ending) _____

Section I: Service Animal

1. Is the animal a dog? ☐ YES. Go to Question 2. ☐ NO. Skip to Item 5.
2. Is the dog required because of a disability? ☐ YES. Go to Question 3. ☐ NO. Skip to Item 5.
3. What work or task has the dog been trained to perform?

_____

4. If the answer to Question 1 AND Question 2 is YES, complete the following:

   Dog's Name _____ Breed _____ Color _____

   Weight (approximate) _____ Age (approximate) _____ Rabies Expiration _____

   Rabies Vaccination Administered by Vet Name _____ Phone _____

   - **Skip to Section III and complete the certification.**

5. **If the answer to Question 1 or Question 2 is NO**, the animal does not quality as a **Service Animal** under federal law. If you have an **Emotional Support Animal** and wish to request a reasonable accommodation, please complete Section II and Section III.

Section II: Emotional Support Animal (ESA)

6. **I am requesting a reasonable accommodation under the Fair Housing Act to keep an Emotional Support Animal (ESA) in the community due to my disability and the animal provides assistance or emotional support that alleviates one or more symptoms or effects of the disability.**

   Type of Animal (species): _____

   Animal's Name _____ Breed _____ Color _____

   Weight (approximate) _____ Age (approximate) _____ Rabies Expiration _____

   Rabies Vaccination Administered by Vet Name _____ Phone _____

   ☐ I have attached **documentation (must be on healthcare provider's letterhead)** from a **licensed healthcare provider** confirming:

   - Provider's **name**, **license type**, **license number**, and **state of licensure.**
   - That the provider has **personal knowledge** of the applicant.
   - That the applicant has a **disability** and the animal provides **emotional support or assistance that alleviates one or more symptoms or effects of that disability.**

Section III: Certification

7. ☐ **I certify that the information provided is true and accurate. I understand that:**

   - **The animal must be under my control at all times.**
   - **I am responsible for any damage caused by the animal.**
   - **Misrepresentation of a Service Animal or an ESA is subject to fines and penalties.**

Applicant Signature: _____ **Date:** _____

Return completed form and any required documentation to Manager@pavilionclubnaples.com.
You will be notified of a decision within 10 business days.

For Association Use

Date Received: _____ **ESA Documentation Received:** ☐ Yes ☐ No

Decision: ☐ Approved ☐ Denied (attach written explanation)

Reviewed By: _____ **Date of Decision:** _____