Pavilion Club Condominium Association, Inc.
Rules and Regulations Handbook
2026

Revised 10-01-2026

For Use by Owners

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

Please Keep for Reference

FORWARD

The following rules and regulations have been compiled for easy reference. All have been adopted by the Board of Directors or taken directly from the Association's Declaration of Condominium and Bylaws. References to the Declaration of Condominium ("DOC") and Bylaws are only summary in nature; therefore, the Association's recorded condominium documents should be referred to for full and complete language. The Appendices contain various forms required when doing renovations or leasing, loaning, or selling your unit.

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 keep a copy of this document with their important papers as an aid in answering many questions that may arise from living at the Pavilion Club. Owners who loan their units to family members/guests and/or rent their unit are responsible for informing their guests about the community guidelines. A Renters' Rules booklet is available to assist with this process.

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)

<u>You must stay on the line after calling this number</u>

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.

<u>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</u>.

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. Annually a three-person violations committee will be established and appointed by the Board of Directors. Members of the violations committee must not be related to any board member.

4. 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)

5. 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.

6. 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.

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

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

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

10. In accordance with Florida Law 718.303(5), at least 90 days before an election, the association must notify a unit owner that his or her voting rights may be suspended due to a non-payment of a fee or other monetary obligation.

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 owner may alter the landscaping of the common elements in any way without prior Board approval. (DOC 9.5)

5. 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)

6. Any glass, screen, curtain, blind, shutter, awning or other modification, addition or installation which may be installed where visible from outside the unit is subject to regulation by the Board of Directors. (DOC 9.5). **See Appendix B – Hurricane Protection Specifications and Form.**

7. 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)

8. No person may post or display "For Sale", "For Rent", "Open House" or other similar signs anywhere within the Condominium or on the condominium property. (DOC 10.8)

9. 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)

10. 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.

11. No material alterations or substantial additions to a unit, the common elements or association property, or a change in any manner to the exterior appearance of any portion of the condominium shall be made without first obtaining written permission of the Board of Directors. (DOC 9.5). **See Appendices A.1 - A.4 – Construction Procedure, Form, and Specifications.**

12. 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)

UNIT SALES/TRANSFERS OF OWNERSHIP (DOC 14)

1. A unit owner may put his/her unit up for sale without prior Board approval; however, once a buyer is secured, the buyer must be approved by the Board. No unit owner may dispose of a unit or any interest in a unit by sale or gift without written approval of the Board of Directors. If an owner acquires title by inheritance or gift, the transferee has no occupancy or use rights until and unless approved by the Board.

2. Owners intending to make a sale or gift of their unit, or any interest therein shall give to the Board of Directors, or its designee written notice of such intention at least twenty (20) days before the intended closing date, together with the name and address of the proposed purchaser or donee, a copy of the executed sales contract, if any, and all other information the Board may reasonably require. **See Appendix C – Application for Approval to Purchase.** The Association may charge a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law. The Board may require a personal interview with any purchaser or donee and his/her spouse, if any, as a pre-condition to approval.

3. Within ten (10) days after receipt of the required notice and all information or interviews requested, the Board shall approve or disapprove the transfer.

4. The Board may only deny approval with good cause. Approval of the Association shall be withheld for good cause only if a majority of the Board so votes, after receiving a written opinion of counsel that good cause exists.

5. No person may acquire title in any manner, which would result in that person owning legal or beneficial title to more than two (2) units in the condominium.

6. Any sale or transfer which is not approved, or which is disapproved pursuant to the terms of the Declaration shall be void unless subsequently approved in writing by the Board.

GUESTS USE (DOC 10.2 & 10.4)

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. Occupancy when the Owner is present:
   - A guest can be someone the owner invites to stay with them.
   - There is no limit to the number of guests who can occupy a unit when the owner is present – other than County Code. (DOC 10.4)

3. Occupancy in the Absence of the Owner: Owners must register any family members or guests with the Property Manager in writing prior to their arrival. (DOC 10.2) (A). **(See Appendix E – Family Member or Guest Registration Form).** If the owner and his/her family who permanently reside with him/her are not occupying the unit:
   - One immediate family member of the owner and his/her spouse and children can occupy the unit with advance written notice. Owner must submit Family Member or Guest Registration Form; the immediate family does not sign the "not paying statement", but the owner must provide advance notice of occupancy.
   - Otherwise, if not an immediate family member, a Guest and his/her family (up to six people) can occupy the unit with advance written notice. Owner must submit Family Member or Guest Registration Form; AND the owner and guests must sign a statement saying they are not paying to stay in the unit. (DOC 10.2) (B).

4. The duration of any one Guest visit is limited to two (2) months. The total number of occasions for guest occupancy shall be limited to six (6) in each calendar year.

5. All guests must register at the Manager's office within two (2) business days of their arrival. Guests (and owners/lessees) can park up to two (2) cars at PC. All vehicles must be registered with the Association. (DOC 10.10)

6. The Board reserves the right to conduct and charge for a background check on any Guest.

7. The Board upon written request can make exceptions to this rule. Any one exception does not set a precedent for future requests. (DOC 10.3)

8. Owner violations shall be subject to a fine.

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 must 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.

OWNER MAINTENANCE RESPONSIBILITIES (DOC 9.2, 9.3 & 9.5)

UNIT BOUNDARIES - The upper boundary of a unit is the horizontal plane of the undecorated, finished ceiling of the unit. The lower boundary of a unit is the horizontal plane of the undecorated, finished floor of the unit. The parametrical boundaries of the unit shall be the vertical planes of the undecorated or unfinished inner surfaces of the walls bounding the unit as shown in Exhibit "A" of the documents. A unit shall include a balcony or patio, the boundaries of which shall be the exterior surface of the railing. Windows, doors, screens, and all framings are included within the unit. (DOC 5.2) Owners are responsible for the following:

1. Maintenance, repair and replacement of screens, windows and window glass, and related frameworks, hardware, and locks.

2. The entrance door to the unit and its interior surface, and related entrance door frameworks, hardware, and locks.

3. All other doors within or affording access to the unit, related door frameworks, hardware & locks.

4. The electrical, mechanical, and plumbing fixtures, switches, valves, drains, and outlets (including connections) located partially or entirely within the unit or located outside the unit but serving only the unit. It is recommended that Owners have a plumber check their water hoses and toilet tank flappers periodically.

5. The circuit breaker panel and all electrical wiring going into the unit from the panel.

6. Appliances, water heaters, smoke alarms, dryer vent fans and dryer vents. Owners are to replace water heaters every 10 years.

7. All air conditioning and heating equipment, thermostats, ducts, and installations serving the unit exclusively whether located within or outside the unit, except as otherwise provided in Document Section 9.4.

8. Carpeting and other floor coverings.

9. Shower pans serving the unit.

10. The main water supply shut-off valve inside your unit. It is recommended that this valve be a "ball" type valve.

11. Other facilities or fixtures, which are located or contained partially or entirely within the unit or located outside the unit but serve only the unit.

12. All interior, partition walls, which do not form part of the boundary of the unit.

13. The storage area and its interior surfaces.

14. All drywall, lath, plasterboard, furring and similar materials in the perimeter walls and ceilings of the unit.

15. No balcony or lanai may be carpeted, covered, or enclosed in any way without prior approval of the Board of Directors.

16. All unit owners above the ground floor who desire to install any hard surface floor covering (e.g., marble, slate, ceramic tile, porcelain tile, parquet, etc.) shall also install a sound absorbent underlayment with specific minimum rating standards to effectively eliminate the transmission of noise to adjoining units and obtain written

approval of the Board prior to any such installation. (DOC 9.3 (C) **See Appendices A.1-A.4 – Construction Procedure, Form, and Specifications.**

17. Owners are responsible for the installation, maintenance, repair, and replacement of hurricane protection. Owners wishing to install hurricane shutters, new windows, and/or lanai enclosure must follow the specifications adopted by the Board and obtain written Board approval prior to installation. Any maintenance, repair or replacement of the shutters or windows shall be the responsibility of the unit owner. (DOC 9.11) **See Appendix B – Hurricane Protection Specifications and Form.**

18. Toilets - An owner who wishes to install or replace a toilet in his/her unit shall install one that uses 1.6 gallons per flush or less, in accordance with the EP Act of 1992, and any amendments thereto.

19. Shower Heads - An owner who desires to install or replace any shower head in his/her unit shall install a shower head with a flow rate below 2.5 gallons per minute (gpm).

20. Water Supply Tubing - Owners shall install braided stainless-steel flexible tubing for the water supply lines to toilets and the washing machine. Use of other materials for these connections is not permitted. All property damage related to a failure of non-compliant connectors will be the offending owners' responsibility. It is always recommended that the shutoff valves for the washing machine be shut off (closed), except when operating the washing machine. Periodic inspection of toilet and washer connectors will be conducted at the discretion of the Board and Property Manager.

21. Dryer lint trays should be cleaned out before each use of the dryer to avoid fire or overheating.

22. The manager shall be informed and shall review all requests for interior unit construction projects other than for minor or emergency repairs or routine replacement of mechanical equipment or appliances to determine conformity to Association Rules and Regulations. The owner submitting the request is responsible for all permits, applicable architectural and/or engineering requirements, and code compliance and to ensure that contractors are properly licensed in Collier County, Florida for the work to be performed. The manager shall submit all construction projects that require Board approval to the Board. The Board will follow its protocols for a timely review and/or to request additional information as deemed necessary to make a timely decision. (DOC 9.5) **See Appendices A.1-A.4 – Construction Procedure, Form, and Specifications.**

23. Dumpsters are not permitted on Pavilion Club property without written authorization from the manager. Any authorization that is granted shall be for no more than five (5) continuous days except that dumpsters may not be left on Pavilion Club property on Saturdays or Sundays.

EXTERIOR UNIT CONFORMITY REQUIREMENTS

1. DOOR HARDWARE STANDARDS — Owners may use their own judgment on the type of finish when replacing exterior door hardware providing it conforms to the colonial style "pitcher" door handle and deadbolt combination originally installed.

2. FRONT DOOR REPLACEMENTS - Upstairs, end-unit front entry doors should be a "15-lite" style with colonial grids, of fiberglass construction meeting county & state building codes. All other doors must be consistent with the current style with the exception that they must be of fiberglass construction.

3. HURRICANE SHUTTERS — As required by law, the Board has adopted hurricane shutter specifications (**see Appendix B – Hurricane Protection Specifications and Form**) that comply with applicable building codes. The Board may not refuse to approve the installation or replacement of hurricane shutters by any unit owner if the installation conforms to the specifications approved by the Board. Technical specifications are as follows:

   - Type of Shutter: Roll Down
   - Material: Aluminum/or other Miami/Dade approved material. Color: White
   - Attaching hardware must be non-rusting fasteners; shutters must be installed on the exterior of the building. On lanais or porches, installation must be the inside of the screen enclosure.
   - Spaces above second floor exterior mounted shutter "hoods" must be enclosed to keep birds from building nests.

4. WINDOW FILMS - When 3-M window film is installed on windows, it must be light tinted and non-reflective.

5. WINDOW REPLACEMENTS - Effective September 1, 2019, upon replacement, all exterior windows must conform to the standards specified in this Handbook **(see Appendix B – Hurricane Protection Specifications and Form)**, which in addition to other specifications, omits the use of 'grids" in windowpanes. Owners are

encouraged to upgrade their windows to hurricane resistant quality and to remove the existing metal grids prior to replacement to promote a more uniform and "updated" appearance of our buildings.

6. PATIO & BALCONY ENCLOSURES - **See Appendix B – Hurricane Protection Specifications and Form.**

7. OWNER INSTALLED VIDEO DOORBELLS - Prior approval by the Board of Directors is required to install a video doorbell of any type that is visible from the outside or attached to the exterior of a unit. **See Appendix A.4 – Owner Installed Video Doorbell Policy and Form.**

8. PERMITS - Owners are responsible for ensuring that all permits and inspections are obtained. All replacement windows must meet applicable building code requirements.

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

1. The owner of the unit may keep (1) cat or (1) dog or (1) small, caged bird in the unit. Aggressive dog breeds such as Rottweilers and pit bulls will not be allowed on the property. The manager must be informed prior to arrival and pets must be registered at the office. **See Appendix G – Owner Pet Registration Form.**

2. The ability to keep a pet is a privilege, not a right, and the Board of Directors is empowered to order and enforce removal of any pet which becomes a source of unreasonable annoyance to other residents.

3. Pets must be caged, leashed or carried at all times when in the condominium property outside the units.

4. Each pet owner is responsible for the cleanup of their pet's messes or droppings and dispose of such directly into the garbage waste disposal containers.

5. Pets and Emotional Support Animals are not permitted in the pool or social areas. Service animals are permitted on the pool deck under ADA and Florida law. No animals in the pool water.

6. No reptiles, monkeys, rodents, amphibians, poultry, fish tanks (over 2 gallons) or livestock may be kept in the Condominium.

7. No pets of any kind are permitted in leased units, nor may guests bring pets into the condominium. There are specific requirements for renters and guests to have a Service Animal on Pavilion Club property. 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 easily accessible in the unit or 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.

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

ASSESSMENTS & DELINQUENCIES (DOC 12.6)

Quarterly maintenance fees are due on January 1, April 1, July 1 and October 1. Written notice of each quarterly installment is sent to owners 15 days in advance of the due date. (Bylaw 6.5).

Timely collection of quarterly fees is essential to the financial stability of the community. A 10-day grace period is provided, and payments not received by the 10th day are considered late. Owners should allow ample time for postal delivery and/or processing to ensure payment is received before the deadline.

While most owners submit payments on time, the Association is implementing new practices, in response to a gradual increase in delinquent payments. These changes aim to ensure timely collection and fair treatment for all owners.

Effective January 1, 2026:

- Owners who have not paid the quarterly maintenance fee by the end of the grace period will be assessed a late payment fee to the extent permitted by law, plus interest at the highest rate allowed by law, calculated from the due date until paid. (DOC 12.6)
- Owners with unpaid fees will receive a statement of account on approximately the 15th of the month showing the late fee, interest and unpaid assessment balance.
- After 30 days, (i.e., the end of January, April, July, and October) anyone who has not paid the quarterly fee will be sent a Notice of Late Assessment, which will detail the amount still unpaid, and additional days of interest will be added to their account. They will have an additional 30 days to make payment after which the Board will decide whether to refer the account to our attorney for collection.
- If the quarterly fee is paid, but other amounts are outstanding (interest or late fee) owners will be notified by another Account Statement on the 15th of the following month.

A one-time enrollment in the Association's ACH Direct Debit Deposit program ensures that owner fee payments are accurate and timely each quarter. In addition, these automatic quarterly debits from a designated savings or checking account save the Association time and money. The ACH Direct Debit Enrollment Form and submission instructions are available on pc.myHOAst.com. Navigate to "My Community" > "Documents" > "Forms".

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. A reservation is required for the use of the Pavilion Club Clubhouse and pool area for private parties and is restricted to members of the Pavilion Club Association. Notice must be posted at least 48 hours in advance of the activity.

2. Only adults may reserve the Clubhouse and must be present for the entire duration of the event.

3. The exclusive use of the pool is not included in the Clubhouse reservation.

4. The Clubhouse may not be rented for commercial purposes or for the benefit of any outside agency.

5. A $100.00 deposit is required to reserve the Clubhouse. The deposit must be received in advance. Fifty percent (50%) of the deposit will be retained for the Clubhouse Maintenance Fund. The remaining fifty percent (50%) of the deposit will be refunded five (5) days after the event if no damage has occurred and no cleanup is required. However, the withholding of this portion of the deposit will not release the member from full responsibility for costs incurred for any repairs or cleanup in excess of the $50.00 withheld.

6. Members' signature on the application will indicate acceptance of the above conditions. However, it must be understood that any event may be canceled should circumstances beyond our control occur. In the event of an "Act of God," a power failure or other condition beyond the control of Management that renders the Clubhouse temporarily unusable, neither the Management nor the Board of Directors may be held liable for any loss incurred due to the cancellation of the event.

7. The Clubhouse facilities are not to be used for pool picnics or by people in wet bathing suits.

8. The Clubhouse hours are from 8:00 AM to 10:00 PM.

9. Turn off all lights when leaving the Clubhouse.

10. The privilege of using wireless internet access in the Clubhouse is only available when Association activities are not scheduled.

OWNER'S PARTICIPATION AT BOARD MEETINGS

The "official" location for the posting of Board Meeting notices is on the Bulletin Board in the Clubhouse. For owners' convenience, Board Meeting notices are distributed via email to owners who have elected to receive email communications from the Association and Board Meeting agendas are posted on the mailbox bulletin boards on the grounds.

BOARD MEETINGS

1. Attendance at Board Meetings -- Every unit owner shall have the right to attend board meetings, except as may be provided by law. No other person other than a unit owner may be permitted to attend such meetings, except for people invited or permitted to attend by the board chairperson.
2. Participation at Board Meetings -- Every unit owner shall have the right to ask questions at meetings, subject to the following rules:
    a. No unit owner shall speak until recognized by the chair.
    b. The chairperson shall give the floor to any unit owner desiring to speak prior to the vote of the board upon agenda items.
    c. A unit owner may speak once on each agenda item and the owner's statement shall not exceed three (3) minutes.
    d. After unit owners have had a chance to speak, the chairperson shall announce that owner statements are concluded, thereby ending owner discussion on that agenda item.
    e. Each speaker shall speak only to the chair. There will be no cross discussions with other members, board members or other attendees.
    f. Unit owners may not make or second motions, may not participate in discussions after owner discussion is concluded on that subject, and may not vote.
    g. In addition to agenda items, time will be set aside at the end of each meeting for owners to ask questions on any topic relevant to the operation of the Association. Questions should be limited to a maximum of three minutes.

RECORDING MEETINGS

1. Meetings conducted via videoconference are recorded and a hyperlink to the video recording for all meetings over the preceding 12 months is accessible via the owners' secure website.
2. Tape recording or videotaping of meetings is subject to the following restrictions:
    a. Attendees are to be informed that the meeting is being recorded, and devices should not produce distracting sounds or light emissions.
    b. Equipment shall be assembled and in position in advance of the meeting.
    c. Anyone videotaping or recording a meeting shall not be permitted to move about the room.

ENFORCEMENT OF MEETING RULES

1. Ejection
    a. Any person not a member of the association, or not lawfully holding the proxy of a member, shall be prohibited from attending meetings and may be ejected.
    b. Any unit owner who fails to comply with these rules shall be subject to ejection at the sole discretion of the chairperson. The chairperson shall give any non-complying person one warning regarding ejection and thereafter may call for immediate ejection.
    c. The chairperson may appoint a sergeant-at-arms who at the discretion of the chairperson shall either remove the unauthorized person or contact a law enforcement representative to remove such person.
2. Fines - The Board of Directors may levy a fine against any person who fails to comply with these rules.
3. Legal Action - The Board of Directors may take whatever action is appropriate by law or in equity against any person who fails to comply with these rules.

Amending Rules - The Board of Directors reserves the right to amend these rules from time to time as deemed necessary.

Appendix A.1. Pavilion Club Construction Procedure

This form available online for download on pc.myHOAst.com. Navigate to My Community>Documents>Forms

Appendix A.1. Pavilion Club Construction Procedure

(Revised 12.19.2025)

When planning any material alteration or addition to a unit, owners should discuss the project with the Property Manager to determine if a Construction Notice form is required (see Appendix A.2.) This form is used to obtain the necessary approval for the project per the Association's governing documents.

Note: Routine or emergency repairs or replacing of appliances, water heaters, air conditioning units, toilet or light/fan fixtures, or other interior elements necessary for occupancy are not Material Changes or Alterations.

Examples of various construction projects:

Material Changes/Additions – Approval Required	**Other Projects – No Approval Required**
Replace front door, storage door or lanai screen door.	Wallpapering, paneling, or painting interior walls, ceilings, trim or floors.
Replacing carpet with hard flooring or replacing existing hard flooring, 2nd floor units. Installing floor covering on 2nd floor lanai.	Replace toilet, sink, faucets, disposal.
Installing or modifying a vent through an exterior wall or roof.	Replace kitchen cabinets, counter tops, floor covering 1st floor units, and/or ceiling.
Moving interior walls or doorways.	Replace grout.
Modifying the common drain/vent pipes in kitchen or bathrooms.	Replace light fixtures, ceiling fans, outlet locations.
Modifying the electric service panel.	Install shelving, other "built-ins", or interior carpentry projects.
Changing any glass, screen, curtain, blind, shutter, awning or other item that may be visible from the outside. Curtains or blinds **that are not** white (or of a neutral color) or are abnormal in shape or configuration will need approval.	Renewal of blinds or curtains which meet **Neutral** color & standard shape requirements.
Installing a lanai enclosure or hurricane shutter.	Install crown or baseboard molding.
Changing any common area or feature, front entryway, main water pipe, attic area, central fire alarm apparatus. Installation of Video Doorbell.	

Owners who fail to obtain approval are liable for correcting any unapproved material alteration or addition to a unit, association property or the exterior appearance of any part of the condo. For the courtesy of residents and renters, construction projects, done either by the unit owner or a building contractor, are limited to Monday through Saturday from 8:00 AM to 6:00 PM.

(Revised 12.19.2025)

Appendix A.2. Pavilion Club Construction Form

This form available online for download on pc.myHOAst.com. Navigate to My Community>Documents>Forms

Appendix A.2. Pavilion Club Construction Form

In accordance with the Pavilion Club's Declaration of Condominium (9.5) "No material alteration or substantial additions to a unit…shall be made without first obtaining the written approval of the Board of Directors". This includes the removal/installation of hard flooring, kitchen or bath replacement, etc. and any glass, screen, curtain, blind, shutter, awning, or other changes that might be visible from outside. Note: this form is not required when repairing or replacing an existing fixture or essential unit component such as a water heater or air conditioning unit that is broken or malfunctioning. This form must be filled out entirely and submitted to the property manager for Board approval prior to work commencement. Once approval has been granted work may begin. For the courtesy of residents and renters, construction projects, done either by the unit owner or a building contractor, are limited to Monday through Saturday from 8:00 AM to 6:00 PM.

Unit Building: _____ Unit Number: _____ Unit Owner: _____

Date of Request: _____ Start Date: _____ Expected End Date: _____

1. Brief Description of work: (Please include sufficient details of materials to confirm compliance with specifications listed in Appendix A.3. If the project includes replacing flooring in 2nd floor unit, a picture of the installed underlayment must be provided to the Property Manager prior to installation of the finished flooring.)

   _____

   _____

   _____

2. Name/Address/Telephone of Contractor, if any questions: (Owner should obtain copy of contractor's certificate of liability insurance and general workman's compensation insurance and be named as a certificate holder and as an "additional insured" on the policy.)

   _____

   _____

3. Acknowledgement: Approval is hereby requested to make the alterations as described above. I have read and agree to comply with the Pavilion Club's governing documents. In requesting approval of these alterations, I acknowledge full responsibility for the contractor's performance and compliance with Pavilion Club's governing documents and accept responsibility for any damage resulting from the work done at my unit.

   _____ _____

   Owner's Signature Date

4. Manager's Recommendation: (For Association Use Only)

	DATE	Conditions for Approval or Reason for denial
☐ Approve		
		For 2nd floor unit floor covering installation, a picture of the installed underlayment must be provided to the Property Manager prior to installation of the finished flooring.
☐ Deny		

Board Approval: _____ Date: _____

(Revised 12.19.2025)

Appendix A.3. Pavilion Club Construction Specifications

This form available online for download on pc.myHOAst.com. Navigate to My Community>Documents>Forms

Appendix A.3. Pavilion Club Construction Specifications

The following is an extract of items contained in the Pavilion Club Declaration, By-laws, and Owners' Rules and Regulations Handbook.

UNIT EXTERIOR

Windows

- **See Appendix B – Hurricane Protection Specifications**

Front Doors

- Must be white, consistent with the current style, must be of fiberglass construction, and meet county & state building codes.
- Front Doors Second Floor End Units must be white, of fiberglass construction with "15-lite" colonial grids, and meet county & state building codes.
- Exterior door hardware must conform to the colonial style "pitcher" door handle and deadbolt.

Front Entryway

- Painted concrete (color matching exterior stairways/balconies)
- Original developer-installed pea gravel/rock in coral or sand dune color (beveled to walkway at height not to exceed ¼ inch).

Video Doorbells

- The video doorbell must only be directed at the walkway directly in front of the unit.
- The video doorbell must not be directed at vehicles or other units (windows or doors).
- A "snapshot" view from the device must be supplied following installation to confirm view & range.
- The video doorbell must not record audio.
- The device must not contain a light or otherwise illuminate the outside.
- The video doorbell size must not exceed specified dimensions:
  - 6.5 x 2.44 x 1.17 inches (165mm x 62mm x 30mm)
- The video doorbell must be installed in an approved location - see Owner Installed Video Doorbell Policy.
- Only one video doorbell per unit is allowed.
- As a condition of approval, owners must sign a certification acknowledging that they have received, reviewed, and agree to be bound by the provisions of the Association's policy concerning video doorbells. See Owner Installed Video Doorbell Policy for Acknowledgement Form. Attach completed acknowledgement form to Construction Form.

Patio & Balcony Screens

- Screen frameworks - white aluminum
- Screen material - grey

Hurricane/Wind Abatement Systems

- **See Appendix B – Hurricane Protection Specifications**

(Revised 12.19.2025)

This form available online for download on pc.myHOAst.com. Navigate to My Community>Documents>Forms

Appendix A.3. Pavilion Club Construction Specifications (continued)

APARTMENT INTERIORS

Floor Covering – Second Floor Units

- Any hard-surface floor covering installed within the unit must have installed a sound absorbent underlayment with a minimum rating of IIC-STC 70 "virtually soundproof", according to the (STC) Sound Transmission Class from the American Society for Testing and Materials (ASTM) E336/E413 and (IIC) Impact Isolation Class ASTM E492-90 and E989-89 ratings, or the current versions of these standards.
- A picture of the installed underlayment must be provided to the Property Manager prior to installation of the finished flooring.
- Second floor concrete lanai/balcony covering – Unless the balcony is being enclosed or was previously, the only recommended covering is a clear or colored waterproof coating. To avoid moisture/water retention and possible concrete deterioration, carpeting, tile or other coverings should be avoided. No raised "drip edge" or any type of floor "track" should be installed which could prevent water from draining off the lanai floor.

Walls

- Replacement sheetrock/wallboard material must be similar in size and composition to that originally installed.

Plumbing & Fixtures

- Replacement water pipe materials must be compliant with the current building code.
- Ground floor units – any alteration of the common drain pipes servicing the upstairs unit must be made by a licensed contractor.
- Upstairs units – any alteration of the common vent pipe(s) that extend through the roof must be made by a licensed contractor.

Water Supply Pipes

- Braided stainless-steel flexible tubing for water supply lines to toilets, washing machine, faucets, and other appliances.

Electrical

- Relocation or removal of originally installed smoke detectors must be performed by a licensed contractor.
- The central fire alarm system in 12-unit buildings must not be altered in any renovation.

Lanai Grills

- Only the vented JennAir grills originally installed are allowed.

(Revised 12.19.2025)

Appendix A.4. Pavilion Club Owner Installed Video Doorbell Policy & Acknowledgement Form

Pavilion Club Owner Installed Video Doorbell Policy

December 15, 2023

Background

Over the past several years, "Ring-type" doorbells have become commonplace throughout the country. These devices are useful to determine who is at the door, to detect when deliveries are made, and to observe entryway activity. There are laws governing the use of video devices (primarily to protect the privacy of individuals) which apply equally to private property and condominiums, however the installation of video devices in condominiums must conform with governing documents as well. Technically, since these devices are installed on the outside of apartments, a members vote is needed to approve the modification to the common area. Legally any such device should only record images in the outside area directly in front of a unit and audio recordings of any kind would not be allowed.

In order to manage the installation and use of owner installed video doorbells, the following policy was adopted.

Policy

Prior approval by the Board of Directors is required to install a video doorbell of any type that is visible from the outside or attached to the exterior of a unit. This includes the "Ring" type video doorbell and other brands/models.

Video doorbells must conform to the following specifications and designated locations:

- The video doorbell must only be directed at the walkway directly in front of the unit.
- The video doorbell must not be directed at vehicles or other units (windows or doors).
- A "snapshot" view from the device must be supplied following installation to confirm view & range.
- The video doorbell must not record audio.
- The device must not contain a light or otherwise illuminate the outside
- The video doorbell size must not exceed the following dimensions: See Exhibit A.
- The video doorbell must be located in the area shown in the attached diagram. Exhibit B.
- Only one video doorbell per unit is allowed.

As a condition of approval, owners must sign a certification acknowledging that they have received, reviewed, and agree to be bound by the provisions of the Association's policy concerning video doorbells – See Exhibit C.

Violations of this policy are subject to a fine of $100 per day up to the maximum allowed by law.

The Association reserves the right to inspect a video doorbell's operation at any time.

In the event of a dispute, owners may be asked to turn over footage from the device should it be requested by the Association, law enforcement, or it is otherwise subject to a lawful subpoena.

The ownership, operation, and maintenance of any video doorbell approved for installation is the sole responsibility of the unit owner.

Any replacement or modification of an existing video doorbell must be submitted for approval by the Association.

December 15, 2023

Pavilion Club Owner Installed Video Doorbell

Exhibit A. Video Doorbell dimensions:

6.5 x 2.44 x 1.17 inches (165mm x 62mm x 30mm)

Exhibit B. (Location Areas)



December 15, 2023



December 15, 2023



December 15, 2023

Exhibit C. Acknowledgement Form

Pavilion Club Association Owner Installed Video Doorbell Policy Acknowledgement

(To be completed by each unit owner)

I, _____, owner of unit _____ in building _____, hereby acknowledge that I have read and I understand the Pavilion Club Owner Installed Video Doorbell Policy. I agree to comply with all the requirements of the policy and I accept full responsibility for the purchase, operation, and maintenance of the device. I also agree, upon request by the Association, to allow inspection of the device and to provide footage of any recordings captured.

Signed: _____ Date:_____

I, _____, owner of unit _____ in building _____, hereby acknowledge that I have read and I understand the Pavilion Club Owner Installed Video Doorbell Policy. I agree to comply with all the requirements of the policy and I accept full responsibility for the purchase, operation, and maintenance of the device. I also agree, upon request by the Association, to allow inspection of the device and to provide footage of any recordings captured.

Signed: _____ Date:_____

Appendix B.1. Hurricane Protection Specifications

PAVILION
CLUB

806 Gulf Pavilion Dr.
Naples, FL 34108
email: Manager@pavilionclubnaples.com
239-566-8010

HURRICANE PROTECTION SPECIFICATIONS

The adoption of the Pavilion Club Condominium Associations Hurricane Shutter Specifications is in compliance with the Florida Condominium Statutes, Section 718.113 (5) which provides in part:

"Each board of administration shall adopt hurricane shutter specifications for each building within each condominium operated by the association which shall include color, style, and other factors deemed relevant by the board. All specifications adopted by the Board shall comply with the applicable building code."

GENERAL REQUIREMENTS

A condominium unit owner wishing to install hurricane shutters, impact windows or wind abatement system must seek approval of the Board of Directors of the Pavilion Club Condominium Association, Inc. prior to any such installation by submitting the attached "*Owner Request for Hurricane Protection Installation*" form. The Board may not refuse to approve the installation or replacement of hurricane shutters, impact glass, code-compliant windows or doors, or other types of code-compliant hurricane protection by the unit owner as long as such installations conform to the specifications adopted by the Board.

Maintenance of the shutter(s), impact window(s) or wind abatement system and related hoods, framing, tracks, etc. are the sole responsibility of the unit owner, including, but not limited to, cleaning, lubricating, repairing and painting. If such maintenance is not performed by the unit owner within thirty (30) days after receipt of written notice from the Association to the owner, the Association will be authorized to order the necessary repairs made at the expense of the unit owner.

As in accordance with the Association's condominium documents, all contractors must be licensed and insured. The contractor is also responsible to see that all the necessary county permits are obtained.

The Board may, but is not obligated to, operate shutters, impact glass, code-compliant windows or doors, or other types of code-compliant hurricane protection without permission only if such operation is necessary to preserve and protect the condominium and association property.

All hurricane shutter assemblies must meet or exceed the Federal, State and/or Florida Building Code and must carry one of the following labels: ASTM 1886, ASTM E 1996 or Miami-Dade TAS 201, 202 or 203.

The original sliding doors must be retained unless approved hurricane proof doors or roll-down shutters are approved for installation.

PAVILION
CLUB

806 Gulf Pavilion Dr.
Naples, FL 34108
email: Manager@pavilionclubnaples.com
239-566-8010

IMPACT WINDOWS

- Window manufacturer: PGT, Jeld-Wen or similar.
- Windows may be either single or double hung.
- Window configuration must be the "50/50" style.
- Frames may be of either white aluminum or vinyl.
- No "colonial grids" in the windows.
- Window tint: light gray or Low E glass.
- Bathroom windows on end units must be privacy glass.
- Screens: Full or half, depending on window style, color of screen: Charcoal.
- Window Films - must be light-tinted and non-reflective.
- Curtains or blinds white or neutral color, not abnormal in shape or configuration.

HURRICANE SHUTTERS

- Hurricane shutters must be of the "Roll-Down" style. No other style is permitted.
- All shutters must be constructed of aluminum and be white in color.
- Shutters may contain one row of "viewports"
- All shutter framework and hoods must be white in color.
- All fasteners must be of stainless steel and or aluminum.
- Patio and Balcony shutters must be installed on the inside of the patio or balcony opening.
- Second floor unit window installations must install a shield or extend the shutter hood to eliminate any spaces between the top of the shutter hood and underside of the soffit on the building in order to help prevent accumulation of nesting materials by birds.

WIND ABATEMENT SYSTEMS

- "Wind Abatement Systems" such as roll-down Kevlar or polypropylene-woven screen panels which meet or exceed Florida Building Code may be used for new installations or as a replacement for roll-down aluminum shutters on the inside of the patio or balcony opening only.
- Related framework must be constructed of white aluminum and fasteners must be stainless steel or aluminum.
- The fabric material must be gray or black/tan in color.

PATIO & BALCONY ENCLOSURES

- Hurricane proof rated doors.
- Four panel maximum.
- Frames may be of either white aluminum or vinyl.
- No "colonial grids" in the windows.
- Window tint: light gray or Low E glass.

Appendix B.2. Hurricane Protection Installation Request Form

PAVILION
CLUB

806 Gulf Pavilion Dr.
Naples, FL 34108
email: Manager@pavilionclubnaples.com
239-566-8010

OWNER REQUEST FOR HURRICANE PROTECTION INSTALLATION

This form is available online for download on pc.myHOAst.com. Navigate to My Community>Documents>Forms.

I, _____, owner of unit _____in building _____
(please print)

located in the Pavilion Club, a condominium, do hereby request approval for the installation of the following hurricane protection for my unit:

___Impact Windows

___Roll Down Hurricane Shutters

___Wind Abatement Roll-down Screen (patio or balcony opening only)

___Patio & Balcony Enclosure

The following items must accompany this application:

1. Proposed material and specification sheet
2. Copy of Contractor's license
3. Contractor's proof of liability insurance
4. Contractor's proof of workman's compensation insurance

I have read and fully understand the Hurricane Shutter Specifications and thereby agree to abide by them as set forth by the Pavilion Club Condominium Association, Inc.

_____ _____
Signature of Owner Date

Please return completed form to: Pavilion Club Condominium
806 Gulf Pavilion Dr.
Naples, FL 34108
Manager@pavilionclubnaples.com

……

(For Office Use Only)

Approved___Disapproved___

By_____Title_____Date_____

Reason for Disapproval_____

Appendix C. Purchase 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

Dear Prospective Member,

Thank you for applying to the Pavilion Club! Prior to the sale of any unit, a completed Application for Approval to Purchase form, signed Purchase & Sale contract, application fee, and background check for each applicant age 18 and over are required.

All required documents must be received at least 10 days prior to the transfer of ownership to allow time for completion of the background check prior to the sale. Forms and documents that are incomplete or illegible will be returned for correction and will delay processing.

You must complete the following steps:

1. Complete the Application for Approval to Purchase form.
2. Obtain a copy of the signed Purchase & Sale contract.
3. Scan the completed application and signed Purchase & Sale contract, and email them to:

pcnapplications@comcast.net

4. All applications require a $150 non-refundable application fee per applicant. Spouses or a parent or parents and any dependent child are considered one applicant. 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. Please put the unit number in the memo section of the check. If the check doesn't have the applicant's name on it, please provide that information in the memo section also.

5. After the Association receives a fully completed and legible application form, a copy of the fully executed Purchase & Sale contract, and the proper application fee, 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.

If you do not complete this process at least 10 days prior to the proposed sale, it may delay the processing of the application and it is possible grounds for disapproval by the Association. Once the required information has been received in good order, the Association has ten (10) days in which to approve or disapprove the proposed purchase. You will be notified via email when the process has been completed.

If you have questions about this process or about submitting the check, please call Chris Stinauer, CAM, at 239-566-8010.

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
Email: Manager@PavilionClubNaples.com
(239) 566-8010

APPLICATION FOR APPROVAL TO PURCHASE

I/We hereby apply for approval to ***purchase*** unit _____ in building _____ at the Pavilion Club Condominiums, and for membership in the Pavilion Club Condominium Association, Inc.

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, particularly to the references given below and a criminal and financial background check.

PLEASE TYPE OR PRINT LEGIBLY THE FOLLOWING INFORMATION:

Applicant 1			
Name:		Date of Birth:	DL State and #:
Home Phone:	Cell Phone:	Email:	
*Home Street Address:	*City	*State	*ZIP
This mailing address will be used for all notices regarding this application unless otherwise requested.			
Company/Firm Name:		Nature of Business or Profession:	
Applicant 2:			
Name:		Date of Birth:	DL State and #:
Home Phone:	Cell Phone:	Email:	
Home Street Address:	City	State	ZIP
Company/Firm Name:		Nature of Business or Profession:	

If the prospective DEEDED OWNER of the unit will be a Corporation, Partnership, Trust or other legal entity, enter the name of the legal entity that will be the DEEDED OWNER:

(Refer to page 3 for more information: DECLARATION OF CONDOMINIUM, Section 14 – OWNERSHIP OF UNITS)

Pavilion Club Condominium documents restrict units to use as single-family residences only. Please list the name, relationship, and age of all people who will occupy your unit on a regular basis in addition to the applicants above. Any person over the age of 18 will be required to complete a background and/or criminal check.

Name:	Relationship:	Age:
Name:	Relationship:	Age:

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

I am purchasing this unit with the intention to: (please check all the following that apply):				
☐ Reside here full-time	☐ Reside here part-time	☐ Lease the unit		
Motor Vehicle (s) to be kept at Pavilion Club:				
Year	Make	Model	Plate (State and #):	Color

Current or most recent landlord: (If you own your current home, enter "Own Home".)			
Name:		Phone:	
Address:	City	State	ZIP
Two personal references (local if possible):			
1. Name:		Phone:	
Address:	City	State	ZIP
2. Name:		Phone:	
Address:	City	State	ZIP
Two credit references (local if possible):			
1. Name:		Account #:	
Address:	City	State	ZIP
2. Name:		Account #:	
Address:	City	State	ZIP
Person to be notified in case of emergency:			
Name:		Phone:	
Address:	City	State	ZIP

By signing below, I certify that I am aware of and agree to abide by the Declaration of Condominium of the Pavilion Club Condominium, 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 the Association rules. A complete copy of the signed Purchase & Sale contract is attached.

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

☐ 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 for Approval to Purchase form and email it, along with a fully executed copy of the Purchase & Sale contract to: **PCNapplications@comcast.net.**
2. The Association charges a non-refundable fee of $150 for the expenses related to the processing of this application. Spouses or a parent or parents and any dependent child are considered one applicant. 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. 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 proposed sale date to allow for processing.**
4. 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.
5. **The prospective purchaser(s) will be advised by the Association office within a 10-day period from the date of receipt of the application, application fee, and all information and appearances requested whether this application has been approved**.

DECLARATION OF CONDOMINIUM, Section 14 – OWNERSHIP OF UNITS

14. OWNERSHIP OF UNITS: The transfer of ownership of a unit shall be subject to the following provisions:
14.1 Forms of Ownership:

A. One Person. A unit may be owned by one (1) natural person who has qualified and been approved as elsewhere provided herein.
B. Two or More Persons. Co ownership of units by two or more natural persons is permitted. However, the intent of this provision is to allow flexibility in estate, tax or financial planning, and not to create circumstances where the unit may be used as short-term transient accommodations for multiple families. If the co-owners are other than husband and wife, the Board shall condition its approval upon the designation of one (1) approved natural person as "primary occupant." The use of the unit by other persons shall be as if the primary occupant were the only actual owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Section 14. No more than one (1) such change will be approved in any twelve (12) month period.
C. Ownership by Corporations, Partnerships or Trusts. A unit may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided elsewhere herein. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the unit may be used as short term transient accommodations for several individuals or families. The approval of a trustee, corporation, partnership or other entity as a unit owner shall be conditioned upon designation by the owner of one (1) natural person to be the "primary occupant." The use of the unit by other persons shall be as if the primary occupant were the only actual owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Section 14. No more than one (1) such change will be approved in any twelve (12) month period.
D. Designation of Primary Occupant. Within 30 days after the effective date of this provision, each owner of a unit which is owned in the forms of ownership stated in preceding subsections 14.1(B) and (C) shall designate a primary occupant in writing to the Association. If any unit owner fails to do so, the Board of Directors may make the initial designation for the owner and shall notify the owner in writing of its action. If the ownership of a unit is such that the designation of a primary occupant is not required, the unit owner may nevertheless, choose one (1) subject to Board approval.

IMPORTANT: If the prospective DEEDED OWNER is a Corporation, Partnership, Trust or other legal entity OR two or more persons other than husband and wife, please complete and return the Designation of Primary Occupant Form, found on page 4.

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.

DESIGNATION OF PRIMARY OCCUPANT FORM

Members of the Association are entitled to one (1) vote for each unit owned by them. The total number of possible votes is equal to the total number of units (156). The vote of a unit is not divisible.

If a unit is owned jointly by two (2) or more natural persons who are not acting as trustees, that unit's vote may be cast by any one (1) of the record owners. **For a unit owned by multiple persons (other than husband and wife), or units owned by trusts, partnerships, or corporations, the Designation of Primary Occupant Form, designating one (1) of the record owners, partners, officers or trustees as the primary occupant and voting representative for that unit, must be on file with the Association for purposes of determining voting and use rights.**

We, the undersigned, being all of the owners of Unit_____, Building _____, at the Pavilion Club Condominium, do hereby certify that the following named one (1) of us is the designated "primary occupant" of the foregoing unit and shall remain so until this certificate is revoked by subsequent certificate:

PRINT NAME OF PRIMARY OCCUPANT_____

SIGNED NAME_____ DATED_____

(Select the signature category below for your form of ownership and sign in appropriate spaces)

☐ **A. We are all NATURAL PERSONS who are owners of the above-described unit.**

_____ _____
Owner Name (printed) Owner Signature

_____ _____
Owner Name (printed) Owner Signature

☐ **B. We are the President or Vice-president, Secretary or Assistant Secretary of the CORPORATION named _____ which owns the above-described unit.**

_____ _____
President or Vice-president Name (printed) President or Vice-president Signature

_____ _____
Secretary or Assistant Secretary Name (printed) Secretary or Assistant Secretary Signature

☐ **C. I am a General Partner of the general or limited PARTNERSHIP named _____ which owns the above-described unit.**

_____ _____
General Partner Name (printed) General Partner Signature

☐ **D. I am the Trustee of the TRUST named _____ which owns the above-described unit.**

_____ _____
Trustee Name (printed) Trustee Signature

Return to: Pavilion Club, 806 Gulf Pavilion Dr., Naples, FL 34108; Manager@pavilionclubnaples.com.

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 Member or 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 G. Pet Registration Form

PAVILION CLUB CONDOMINIUM ASSOCIATION, INC.

OWNER PET REGISTRATION FORM and
SERVICE ANIMAL DECLARATION

The Declaration of Condominium states:

10.6 Pets. The owner of each unit may keep one (1) cat or one (1) dog in the unit. Aggressive dog breeds such as pit bulls, rottweilers or any dog that is deemed "dangerous" in accordance with Collier County Ordinance 2018-33, as may be amended, will not be allowed on Condominium property. The owner may also keep one (1) small caged bird, such as a canary, parakeet or cockatiel in the unit. The foregoing limitation shall not apply to owners keeping non-conforming pets as of the date this provision becomes effective, but the owner may not replace any non-conforming pet when it dies or is otherwise disposed of. Any pet must be carried under the owner's arm, be leashed or be caged at all times while on the condominium property outside of the unit. Pet messes or droppings must be removed immediately by the unit owner or pet handler and disposed of directly into the garbage waste disposal containers. Owners' pets are prohibited in the pool area or in the social areas. The ability to keep such a pet is a privilege, not a right, and the Board of Directors is empowered to order and enforce the removal of any pet which becomes a source of danger or unreasonable annoyance to other residents of the Condominium. No pets of any kind are permitted in leased units, nor may guests bring pets into the Condominium. No reptiles, monkeys, rodents, amphibians, poultry, fish tanks (over two (2) gallons) or live stock may be kept in the Condominium. This provision shall not apply to assistance animals or emotional support animals, as the same is defined under the Federal Fair Housing Act of 1968, which have been determined as such by the Board.

Animal Owner Information (please print legibly)

Unit Owner Name: _____ Email:_____

Building/Unit: _____ Phone: _____

Type of Animal _____ Breed _____ Color _____

Animal Name _____ Weight (approximate) _____ Age (approximate) _____

Rabies Expiration _____ Administered by Vet Name _____ Phone _____

☐ **I/We, the owner(s) of the above pet do hereby certify that I/We have read, understand and agree to abide by the Pavilion Club document restrictions regarding the keeping of a pet.**

NAME_____ SIGNATURE_____ DATE_____

NAME_____ SIGNATURE_____ DATE_____

If you wish to declare that the animal is a qualified Service Animal, please complete and return page 2.

Return completed form to Manager@pavilionclubnaples.com

PAVILION CLUB CONDOMINIUM ASSOCIATION, INC.

OWNER PET REGISTRATION FORM and
SERVICE ANIMAL DECLARATION

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/

If you wish to declare that the animal is a qualified Service Animal, please complete the following:

1. Is the animal a dog? ☐ YES. Go to Question 2. ☐ NO. Skip to Item 4.
2. Is the dog required because of a disability? ☐ YES. Go to Question 3. ☐ NO. Skip to Item 4.
3. What work or task has the dog been trained to perform?

_____

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

☐ **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 is subject to fines and penalties.**

Owner Name (printed): _____**Building/Unit:** _____

Owner Signature: _____ **Date:** _____

4. **If the answer to Question 1 or Question 2 is NO, the animal does not quality as a Service Animal under federal law. Service animals are permitted on the pool deck under ADA and Florida law. Animals are not permitted in the pool water. Pets and Emotional Support Animals are not permitted in the pool area.**

For Association Use (applies to Service Animal Declaration Only)

Date Received: _____

Decision: ☐ Approved ☐ Denied (attach written explanation)

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

Return completed form to Manager@pavilionclubnaples.com

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:** _____