

TAMIAMI VILLAGE EXISTING HOMEOWNERS BUYING A TIE DOWN UNIT IN THE RV PARK POLICY

Purpose:

To establish a systematic and consistent policy for the purchasing of property in Tamiami RV Park. To ensure that buyers have clear and concise direction in regards to their obligations during the closing process and after purchasing in Tamiami RV Park.

Requirements:

- 1. Complete <u>ALL</u> sections of the application and provide accurate and complete information. Any documents submitted to the office must be clear and legible. Ensure that all information is easily seen and read and no parts of the document are cut off. Incomplete applications will not be accepted. Please be aware that submitting an application does not guarantee approval. We will review your application and make a decision based on our screening criteria. If you have any questions or concerns regarding the application process, please do not hesitate to contact our office at 239-997-2697. We are here to help you through the process.
- 2. Definition of *Existing Homeowner*: "An existing homeowner is a person(s), trust, and/or corporation who owns a home at the time of purchasing another home within Tamiami Village." Existing Homeowners must complete and submit an existing owner's application to the office for the purchase of the new home. Providing their account has had a history of good standing with the Tamiami Master Association, Inc. for the last 6 months, the application fee along with proof of income, a credit check and background check will be waived. If for any reason the Tamiami Master Association is compelled to retain legal services to enforce compliance, the Tamiami Master Association reserves the right to refuse submitted application.
- 3. Definition of *Previous Owner*: "A person(s), trust, and/or corporation who previously owned and sold a home in Tamiami Village and purchases a different home in Tamiami Village within two years of closing on the previous home." Previous Owners must complete and submit a full application. Depending on the status of your history with the Association, the application fee, proof of income, credit check and background check may be waived. If for any reason the previous account was not in good standing with the Tamiami Master Association, Inc. the applicant must complete the application with the required application fee, submit proof of income as outlined in the Buyer's Guide and have a minimum credit score of 650. Approval will be subject to the results of all information gained.
- 4. The seller is required to have a current four-point inspection completed by a licensed, Lee County Florida Inspector and present the office with a copy of the inspection report and a completed Intent to Sell Form. The Intent to Sell Form will not be accepted without the inspection report. Applications to purchase the Tie Down Unit will not be accepted until both the inspection report and the Intent to Sell forms have been received. Any deficiencies found in the inspection must be corrected prior to placing the unit on the market for sale. Tamiami Master Association, Inc. is not obligated to extend the lease to a new buyer.

- 5. The monthly lot rent is due by the first day of the month and is considered late as of the fifth day of the month. Payments can be made by check, cash or card. A \$2.50 service fee will be charged for all card payments. The lot rental fees cover lawn care, trash pick-up, maintenance of the common grounds, amenities and common areas.
- 6. Tie down unit contracts will begin on May 1st of each year and end on April 30th of the following year. The seller's existing rental agreement must be paid in full prior to any type of transfer of ownership. In the event that the owner desires to sell the unit before the current contract expires, financial obligations of the outstanding rental agreement must be settled completely by the seller prior to the sale. Any agreement regarding the distribution of the payment disparity between the seller and the buyer is solely between them. Tamiami Master Association, Inc. will begin the new contract for the buyer on the first day of the following month provided that the buyer has obtained the title and liability for damage insurance in their name. All contracts terminate on April 30th and a new contract is established on May 1st annually. The current liability insurance for damage cannot be canceled by the seller until the buyer has submitted the title and insurance documents in their own name to the office and signed the new contract. This submission must be done at least three (3) business days prior to April 30th.
- 7. The unit owner(s) is/are responsible for maintaining liability for damage insurance on the unit at <u>ALL</u> times and providing proof (Declarations Page) to the office prior to each expiration date. It is not the office's responsibility to remind the unit owner(s) of when the insurance is going to expire.
- 8. RV Park Guests staying overnight in a transient unit must be registered with the office by the unit owner for no more than fourteen (14) nights per reservation period within a season.

RV Park Guests staying overnight in a seasonal or annual tie down unit must be registered with the office by the unit owner or approved tenant for no more than twenty-nine (29) nights per one (1) year period.

- Two (2) vehicles are allowed per site.
- A \$3.00 per person, per night fee is due for all overnight guests age eighteen (18) and older.
- Registered guests are not permitted to be in the unit within Tamiami RV Park while the unit owner or tenant is away.
- Swim tags are required for each guest over the age of (5) who will be using the amenities.
- There is a refundable deposit due for each swim tag, payable by cash only and the swim tags must be returned to the office within three (3) business days upon departure of the guests.
- Swim tags are NOT to be transferred from guests to guests without being returned to the office.
- Unit owners or tenants who fail to register their guests for each stay will be in violation of the Tamiami RV Park Rules & Regulation. Tamiami Master Association, Inc. reserves the right to deny the renewal of future leases and reservations.
- Swim tag colors are changed periodically. The deposit is forfeited for swim tags which are not returned before the color changes, except when the color is changed prior to the departure date of the registered guests, then the refund will be granted providing that the swim tags are returned within three (3) business days of the registered guests departure

date. Tags returned after hours dropped in the overnight slot must be in an envelope with the homeowner's or tenant's name and address attached.

- 9. Tamiami RV Park allows a maximum of two (2) pets, per unit. Restricted breeds are not permitted. A current copy of the pet's license and shot records are required prior to approval. Matters involving service animals outside of the approved breeds are handled by the association's attorney after the applicant(s) have been approved.
- 10. After taking ownership of the unit, occupants must notify the office of your arrival and departure each season. Notify the office of any updates or changes to any emergency contacts and/or their contact information, changes to owners' mailing addresses, email addresses, phone numbers, pets and vehicles (including golf carts) and license plate numbers.
- 11. If you choose to leave a key to the unit at the office, it will be kept on file. Each time the key is picked up and or returned, it must be signed in and out by the designee. Requests to issue the key to anyone other than the owner or approved occupant, must be made in writing and valid ID must be presented at time of pick up.
- 12. If you have opted to be added to the directory, request your directory on arrival each season.
- 13. If this unit is going to be a rental unit, please see the RV Park Intent to Rent Policy.
- 14. Currently there are ______ applications for purchase and/or rental ahead of this application. Applications are handled on a first come first serve basis to ensure fairness for our residents and applicants. It is imperative that the application be submitted completely filled out as soon as possible.

Supporting Documents:

Tamiami Village Existing Homeowners Approval Process to Purchase an Additional Home in Tamiami Village Checklist Application for Buyers, Renters or Additional Occupants Canadian Application for Buyers, Renters or Additional Occupants Intent to Sell Form Tie Down Contract RV Park Rules & Regulations Tie Down Owners Renting Their Unit in Tamiami RV Park Policy RV Intent to Rent a Seasonal Unit RV Intent to Rent an Annual Unit Tamiami Master Association, Inc. Motions: July 20, 2023 August 2, 2023