



# TAMIAMI VILLAGE EXISTING HOMEOWNERS BUYING AN ADDITIONAL HOME IN THE VILLAGE POLICY

## Purpose:

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

## Requirements:

1. Complete **ALL** 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 that a background check has been processed in the past and is on file with Tamiami Master Association and their account has had a history of good standing with the Tamiami Master Association, Inc. for the last 6 months, the application fee, proof of income, 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 the submitted application. Approval will be subject to the results of all information gained.
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.” Depending on the status of the previous owner’s history with the Association, the application fee, credit check and background check may be waived, providing that an approved background and credit check was processed within the last two years of the current application and is on file with Tamiami Master Association. Previous Owners must complete and submit a full application and provide proof of income as outlined in this policy to the office for the purchase of the new home. If for any reason the Tamiami Master Association was compelled to retain legal services to enforce compliance during the previous home ownership, the Tamiami Master Association reserves the right to refuse the submitted application. Approval will be subject to the results of all information gained.
4. A mandatory orientation is required by all owners and occupants for each address in order to be approved. The orientation may be completed by email or in person.
5. The minimum monthly income required is three (3) times the monthly maintenance fee of a non-certificate, Phase I corner lot within Tamiami Village. Acceptable forms of proof of income are recent

paystubs displaying a minimum of one (1) month's income, prior year's tax returns, Social Security or pension statements. **Bank statements are not accepted.**

6. Individual income qualifications must be met by all applicants, with the exception of legally married couples. Unmarried couples, common-law couples, and individual incomes will not be combined to determine eligibility.
7. US applicants must submit the Tamiami Master Association, Inc. Application, a clear copy of a valid state driver's license or state ID, proof of income, (as listed above) and pay the nonrefundable application fee of \$100 per legally married couple or per individual, if applicable, which may be paid by check or cash only.
8. Canadian applicants must submit the Tamiami Master Association, Inc. Application **AND** the Canadian application, a clear copy of a valid Canadian driver's license, the biometrics page of a valid Canadian passport, proof of income (as listed above) and pay the nonrefundable application fee of \$100 per legally married couple or per individual, if applicable, which may be paid by check or cash only.
9. Applicants outside of the US and Canada must contact the Tamiami Village & RV Park Office for information on the specific forms, documents, and fees required in addition to the standard application and proof of income as listed above.
10. At least one occupant must be fifty-five (55) years or older, and the additional occupant can be no younger than fifty (50) years of age to become residents. Non-resident owners are not required to be fifty-five (55) years or older but must complete a notarized affidavit stating they will not reside in the home. If the existing owner/applicant is under fifty-five (55) years of age, they will not be approved to occupy the home without an approved resident who is fifty-five (55) years or older.
11. Guests staying overnight must be registered with the office by the homeowner or tenant for no more than thirty (30) nights per one (1) year period. The one (1) year period will be calculated from the first night of stay. Registered guests who will be present in the home while the homeowner or the tenant is away must be 55 years of age or older. Registered guests under the age of 55 are not permitted to be in the home within Tamiami Village while the homeowner or tenant is away.
12. 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 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. Homeowners or tenants who fail to register their guests for each stay will be in violation of the Tamiami Village Rules, Regulations and Guidelines and their guests will not be permitted to use the amenities. 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 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.
13. Occupants residing in the home, intending to stay for more than thirty (30) nights in a one (1) year period, must meet the same requirement as an owner by applying for residency and being approved prior to exceeding the thirty (30) night stay.

14. Tamiami Village allows a maximum of two (2) pets with a weight limit of twenty-five (25) pounds maximum per pet. Pets shot records and licenses must be submitted with the application. Restricted breeds are not permitted. Matters involving service animals over the weight limit, are handled by the association's attorney after the applicant(s) have been approved.
15. For purchases involving a membership certificate, the transfer of the membership certificate must be approved by two boards. Subdivision Membership Certificates must be approved by both the Subdivision and Master Boards. Co-Op Membership Certificates must be approved by both the Co-Op and Master Boards. The boards meet once monthly in the off season (May through October) and twice monthly during the season (November through April). There is specific paperwork that must be created by the title/closing company which must be provided to the Tamiami Village & RV Park Office to be submitted to the boards for approval prior to closing. The paperwork will instruct the office on how to prepare the new membership certificate for the new owners. It is essential to share this information with all parties involved, including realtors and closing companies who are unfamiliar with the certificate transfer process of the Tamiami Master Association, Inc.
16. An estoppel is a legal document that confirms the truth of certain facts related to a property. It is often used in real estate transactions where the seller provides the buyer with an estoppel certificate that outlines any outstanding debts or liens on the property, as well as any other relevant information that could affect the sale. The purpose of an estoppel is to protect the buyer from unexpected liabilities or other issues that may arise after the sale is completed.

11.(A) Estoppels are ordered through [www.estoppels.com](http://www.estoppels.com) and are required for all sales in Tamiami Village. The seller is financially responsible for the fees relating to the estoppel and the ordering of the estoppel will be handled by a title or closing company of the seller's choice. Per Florida Statute, the estoppel must be issued within ten (10) business days of the request. If the buyer has not been approved by the 10<sup>th</sup> business day, an additional fee will be charged when the title company requests the updated order through [www.estoppels.com](http://www.estoppels.com). The title or closing company has the option to wait until the buyer has been approved prior to ordering the estoppel to avoid additional fees.

17. Tamiami Village is not a Homeowners Association (HOA) or a Condominium. We are a Not for Profit Corporation. The monthly payments are referred to as Monthly Maintenance Fees. They cover trash pick-up, maintenance of the common grounds amenities and common areas. Monthly bills are not issued. Payment Coupons are ordered in April annually and the Accounting Department must be notified by the last business day in March in order for homeowners to receive a coupon book. The monthly maintenance fees are due by the 15<sup>th</sup> day of each month. Payments not received by the 20<sup>th</sup> day of the month will incur a late fee of \$35.00. Late fees as described in your documents will be added to your maintenance fee. Acceptable methods of payment are check or cash. Credit cards are not accepted for monthly maintenance fees. Automatic Payment Authorization may be requested during the new buyer's orientation or at any time after taking ownership of the home.
18. As a home owner in the village, you are responsible for your own lawn care and maintenance of your own lot. Tim's tree service visits the village twice annually, once in the spring and again in the fall. Notices are placed through Constant Contact Email Program to inform residents of the specific dates. Tree trimming for non-certificate land renters in Phase I are maintained at Tamiami Master Association Inc.'s expense.
19. Recreation and service fees may be adjusted by Tamiami Master Association, Inc. annually in accordance with the consumer price index. However, the monthly fee may be increased at any time the

Grantor (Tamiami Master Association, Inc.) can show the total amount due is not sufficient to cover actual cost, plus twenty percent (20%) for overhead.

20. When you buy a home in the Phase I section of Tamiami Village you are only purchasing the home. The land is rented from Tamiami Master Association, Inc. and land taxes are included in your rent payment unless a membership certificate is involved. If you purchased a certificate with the home, you are then a member of the Tamiami Co-Op, Inc. and are responsible for your own land taxes. The Co-Op is located within Phase I in Tamiami Village. Co-Op Certificate Holders are automatically a member of Tamiami Co-Op, Inc. and are eligible to attend the Co-Op Meetings.
21. When you buy a home in the Phase II or III sections of Tamiami Village you're purchasing the land with the home regardless of whether or not a certificate is involved. Land taxes for the property are the sole responsibility of the owner. The Subdivision is located within Phases II & III in Tamiami Village. Subdivision Certificate Holders are automatically a member of Tamiami Subdivision, Inc. and are eligible to attend the Subdivision Meetings.
22. Lawn care is the responsibility of the homeowner. When you chose a lawn care provider, it's recommended that lawn care is scheduled for every other week during the winter and weekly during the summer.
23. All residential units, within Tamiami Village, are required to have a carport over the existing driveway. The front edge of the carport shall be flush with the front of their unit.
24. Internet is available to the homeowners through Caller IP. The company offers basic internet for a one-time fee for each contract period. The internet may be transferred upon the sale of the home after paying the transfer fee. Additional speed (boost) is available for an annual fee. Please contact the office for current fees. For other options for internet, such a Comcast/Xfinity or Century Link, homeowners must contact the companies directly.
25. Connecting and disconnecting of utilities is the responsibility of the homeowner. Electric is provided by LCEC, Water is provided by NI Florida and Sewer is provided by FGUA.
26. If this unit is going to be a rental unit, please see the Village Owners Intent to Rent Policy.
27. When choosing a closing date, it is important to keep in mind that the office requires a minimum of thirty (30) days for processing.
28. Applications are handled on a first come first served basis to ensure fairness for our residents and applicants. It is imperative that the application be returned completed as soon as possible to ensure timely processing.

## **Supporting Documents:**

Tamiami Village Home Buyers Checklist

Application for Buyers, Renters or Additional Occupants

Canadian Application for Buyers, Renters or Additional Occupants

Pet Agreement and Application

Tamiami Village Rules & Regulations

Recognition of Tamiami Village 55+/50 Status and Non-Residency Statement

Automatic Association Payment Authorization

Internet Service Transfer with Application  
Building & Yard Maintenance Policy  
Carport & Lanai Policy  
Village Owners Intent to Rent Policy  
Tamiami Master Association, Inc. Motions:  
July 20, 2023  
July 28, 2023  
October 24, 2024  
December 12, 2024