

LEEWARD CAY AT WINDSTAR HOMEOWNERS ASSOCIATION

Sale Application

DATE OF APPLICATION ____/____/____ RESIDENCE ADDRESS _____

CURRENT OWNER(S) OF RECORD: _____

In accordance with the DECLARATION OF COVENANTS AND RESTRICTIONS, the applicant represents that the following information is true and correct, and consents to further investigation concerning this information that may be necessary for approval of this request.

ALL PERSONS WHO WILL OCCUPY the home are as follows:

Name	Name	
Name	Name	
Current Address		
Email	Telephone	
Employer	Occupation	Telephone
Employer's Address		

REFERENCES: PLEASE INCLUDE TWO CHARACTER REFERENCES. THIS IS VERY IMPORTANT.

Name	Address	Telephone
Name	Address	Telephone

VEHICLE(S) to be parked on Association property

Make	Model	Color	Year	License Plate Number
Make	Model	Color	Year	License Plate Number

I/We hereby acknowledge that I/We have received and read a copy of the Association Rules and Regulations (see back), and agree to abide by them, as well as any revisions which may occur in the future.

IMPORTANT: THIS APPLICATION CANNOT BE CONSIDERED UNTIL ALL REQUIRED ITEMS HAVE BEEN SUBMITTED.

Please return:

1. This form FULLY COMPLETED
2. A copy of the SALES CONTRACT
3. A check for \$100.00 payable to: **Leeward Cay**
4. Flood Insurance Endorsement Request form
5. Verification of Primary Residence Form
6. Wright Insurance Endorsement Form

NOTE: INSURANCE FORMS MUST BE SIGNED BY BOTH BUYER AND SELLER AS APPLICABLE AND SUBMITTED WITH THE COMPLETE APPLICATION PACKAGE – INCOMPLETE APPLICATIONS CANNOT BE PROCESSED.

Signature of Applicant(s) _____ Date ____/____/____
_____ Date ____/____/____

Please do not write below this line

Approved ___ Disapproved ___ Decision ____/____/____ By _____ Title _____

LEEWARD CAY AT WINDSTAR HOMEOWNERS ASSOCIATION

Rules and Regulations

(To obtain the complete Rules and Regulations, please refer to the Documents.)

Each residence shall be occupied by only one family at any time. Each residence shall be used as a residence and for no other purpose. No business or commercial activity shall be conducted in or from any residence.

The resident of each residence may keep one small pet of a normal domesticated household type (such as a cat or dog) provided it is not kept, bred, or maintained for any commercial purpose. The following breed of dogs (includes mixes thereof) are prohibited from being kept at Leeward Cay: Akita, Basenji, Chow, Doberman Pinscher, English Mastiff, German Pinscher, German Shepard, any of the Husky breeds, Malamute, Pit Bull, Presna Canarios, and Rottweiler. The owner of the pet shall hold the Association, its officers, and directors harmless from any liability or loss arising from the keeping of the pet in said residence. All pets shall be leashed or carried whenever outside the residence. If any pet becomes a source of unreasonable annoyance to other residents, the Board may require its permanent removal from Leeward Cay at Windstar. No reptiles, monkeys, rodents, amphibians, poultry, swine, or livestock may be kept on any part of Leeward Cay at Windstar.

No owner shall use his parcel and residence or permit it to be used in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another residence.

No person may post or display "For Sale" or "For Rent" signs anywhere within Leeward Cay at Windstar other than one "For Sale" sign of not more than one square foot may be displayed upon a parcel or a location approved by the Board of Directors.

No garage shall be permanently enclosed or converted to any other use.

Vehicles must be parked overnight in an enclosed garage. Trucks, recreational vehicles, boats, trailers, racing cars, and commercial vehicles including commercial vans are prohibited to be parked overnight on the driveway parcels or in the common areas.

POOL RULES AND REGULATIONS

Pool hours are 7 a.m. to 10 p.m.

Children under 14 years of age must be supervised by an adult.

Children in diapers are not allowed in either the large pool or the hot pool.

Diving or jumping off the waterfall is strictly prohibited. Should anyone see children do this, please tell them not to - it is too dangerous.

Do not use glassware in the pool area

When leaving the pool, do pick up all personal effects, including plastic cups, paper napkins, toys, etc. and replace your chair at the edge of the pool deck.

Loud noises and screaming will not be tolerated. Please be respectful of others.

The pool is reserved for residents and tenants of Leeward Cay, and their guests. Please enjoy.

LEEWARD CAY AT WINDSTAR HOMEOWNERS ASSOCIATION

Flood Insurance Endorsement Request

Date: _____

To: All Lines Insurance Group

From: _____
c/o Leeward Cay at Windstar Homeowners Association

New Owner(s) Name(s)

Re: Endorsement Request
Flood policy # _____
Property Address _____

This residence is being sold on _____ (closing date).

Please transfer the flood policy to the new owners by amending the named insured and mortgagee as shown below:

c/o Leeward Cay at Windstar
5435 Jaeger Rd, Ste 4
Naples, FL 34109

New Owner(s) Name(s)

Mortgagee Clause: _____

New Owner(s) Mortgage Co

Sincerely,

Sellers signature(s) - (all owners must sign) Date:

Seller(s) Signature(s)

Purchasers signature(s) - (all owners must sign) Date:

New Owner(s) Signature(s)

Insurance Agent signature: _____



**NATIONAL FLOOD INSURANCE PROGRAM (NFIP)
IMPORTANT NOTICE TO RESIDENTIAL POLICYHOLDERS**

Section 8 of the Homeowner Flood Insurance Affordability Act of 2014 (HFIAA) requires an annual premium surcharge of \$25 for NFIP flood insurance policies on all primary residence, and \$250 for policies on non-residential properties and non-primary residences. **The surcharge is not due at this time. It is included in your annual premium.**

For NFIP rating purposes, a primary residence is one that you or your spouse will live in for more than 50 percent of the 365 days following the policy renewal date. If the property address listed above is your primary residence, lived in by you or your spouse more than 50 percent of the year, the NFIP requires verification of primary residence status through documentation.

To be eligible for the \$25 HFIAA surcharge, you or your agent must **submit one of the following:**

- Copy of driver's license;
- Copy of automobile registration;
- Proof of insurance for a vehicle;
- Copy of voter's registration;
- Documents showing where children attend school;
- Homestead Tax Credit Form for Primary Residence; or
- A signed and dated statement to your insurer, as provided on the enclosed page, to verify your primary residence status.

Please inform us if the occupancy status changes for this property. If you fail to do so, this may result in voidance of coverage or any other remedies available under law.

Please submit your documentation to verify your primary residency status to your agent, or to the Insurance Company listed on the application.

If you have any questions, please contact your flood insurance agent or licensed representative.

**VERIFICATION OF PRIMARY RESIDENCE STATUS FOR
NFIP POLICY RATING**

Insured Name: _____
Policy #: _____
Property Address: _____

The above address is my primary residence, and I and/or my spouse will live at this location for:
(only check **one** of the boxes below)

- 51% to 79% of the 365 days following the policy effective date.
 80% or more of the 365 days following the policy effective date.

Insured Name (Printed)

Insured Signature

Date

PURSUANT TO 28 U.S.C. § 1746 I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA THAT THE FOREGOING IS TRUE AND CORRECT. I UNDERSTAND THAT ANY FALSE STATEMENTS MAY CAUSE MY POLICY TO BE VOID, AND MAY BE PUNISHABLE BY FINE OR IMPRISONMENT UNDER APPLICABLE FEDERAL LAW.

Please submit your signed and dated enclosed statement, to your agent, or to the Insurance Company listed on the application.

If you have any questions, please contact your flood insurance agent or licensed representative.

Privacy Notice: The Flood Insurance Processing Center collects and uses personal information to process transactions. This information is not shared with outside parties except to the extent necessary to provide the service. We exercise appropriate data collection, storage and processing practices, and security measures to protect against unauthorized access, alteration, disclosure or destruction of your personal information.



Easy Policy Assumption Request Form

The named insured is selling or transferring ownership of property at the address below. The purchaser is requesting assumption of the existing Flood insurance policy upon closing in order to maintain continuous coverage.

To review the assumption process and policy eligibility, go to www.wrightflood.com and select "Assume Policy". The request will be subject to underwriting review and will not be considered bound. The submission may require additional information and documentation. Upon completion, the seller transfers all rights to current underwriting file documentation to the buyer for the policy.

Policy Number: _____ Property Address: _____

Seller	Insured/Seller's Name: _____
	Seller's Mailing Address if different than above: _____ _____
	Seller's Phone number: _____
	Seller's E-mail Address _____

Purchaser	Purchaser's Name: _____
	Purchaser's Mailing Address: _____ _____
	Purchaser's Phone number: _____
	Purchaser's E-mail Address _____

Requestor (Mortgage/Title) Company: _____
Address: _____

Mortgage/Title Representative's Name: _____
Representative's E-mail Address: _____
Phone number: _____ Fax Number: _____

Purchaser's Lender if different than above: _____
Address: _____

Loan Number: _____

Date of Sale: _____

Purchaser Questions:

Is the Building a Rental Property: Y N

Building Purpose: 100% Residential, 100% Non-Residential, Mixed Use

If Mixed Use, Percentage of Residential Area: _____%

Business Property: Y N

Include Coverage for Additions or Extensions:

 No Includes Excludes Building is
 addition/extension additions/extensions additions/extensions addition/extension

What percentage of the year following the policy effective date will the insured and/or the insured's spouse live in the building? 50% or less, Between 51-79%, 80% or more

If an Excess policy is on file with the company, does the purchaser want to assume it? Y N

The same building and contents coverage and deductibles will remain on the purchaser's policy.

Disclaimer:

By signing this form, the seller acknowledges that he or she waives the right to cancellation of the flood insurance policy covering the property address listed above, including any right to reimbursement from the company of the unearned portion of premium paid to purchase the full-term policy. Any agreement to exchange monies as related to the transfer of the policy rights is between the buyer and seller only and will not include the input and/or participation of the company. Should the purchaser owe money to the company due to underwriting and/or coverage related changes, the company will contact the agent on file with information regarding amount due and due date. If funds are not received by the company within 10 days if paid by the insured or 30 days if disbursed by the lender, coverages will be lowered commensurate with the remaining premium.

Coverage is not bound or in effect prior to underwriting review, the receipt of all required documentation, and premium submission. The policy assumption process is subject to underwriting and National Flood Insurance Program (NFIP) rules. See full NFIP Manual for additional details. Any impact to an Excess policy is subject to statutes and company program regulations. After underwriting review, additional premium may be due. All parties must sign the assumption request on or before the closing date. Policies on buildings in course of construction and policies insuring contents only may not be assigned.

Insured/Seller's Signature(s): _____

Purchaser's Signature(s): _____

Mortgage/Title Representative's Signature: _____

To submit the signed, completed form, go to: www.wrightflood.com and select "Assume Policy"

Definitions _____

Residential: Buildings containing 1 or more family units used for dwelling purposes. Examples include but are not limited to single-family homes, multi-unit dwellings such as duplexes or triplexes, apartment buildings, and assisted-living facilities.

Non-residential: Buildings that are not used for residential (living) purposes or which have a guest occupancy of less than 6 months. Examples include but are not limited to hotels with guest occupancy of less than 6 months, retail shops, restaurants, pool houses, detached garages, tool sheds, etc.

Mixed-Use: A building that contains partial residential usage and partial non-residential usage. Examples include but are not limited to apartment buildings with restaurants attached, or single-family homes with incidental occupancy for a home business.

Business Property: Any non-residential building that produces income or a building designed for use as an office or retail space, wholesale, hospitality, or similar uses. Churches or buildings permitted for residential use, such as apartments and rental dwelling units, are not considered business property.

Additions and Extensions: The NFIP insures additions and extensions attached to and in contact with the building by means of a rigid exterior wall, a solid load-bearing wall, a stairway, an elevated walkway, or a roof. At the insured's option, additions and extensions connected by any of these methods may be separately insured. Additions and extensions attached to and in contact with the building by means of a common interior wall that is not a solid load-bearing wall are always considered part of the building and cannot be separately insured.