

PGA PROPERTY OWNERS ASSOCIATION, INC.
7100 FAIRWAY DRIVE, SUITE 29
PALM BEACH GARDENS, FL 33418

PHONE: (561) 627-2800
FAX: (561) 622-6324

M E M O R A N D U M

FROM: Colleen Kieley
RE: LEASE APPLICATION
TO: PGA Owner/Realtor

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Attached please find the PGA NATIONAL RESORT COMMUNITY NOTICE OF LEASE AND APPLICATION. The top portion of the form is to be filled out with the owners' name(s), and their off-site address and phone number, as well as the other information as requested.

The Owners' signature(s) **must** be notarized and the notarized form either hand-delivered or mailed to the POA office (at the address above) with a copy of the Lease Agreement, and a \$25.00 review fee (payable to PGA POA).

Although we make every effort to process completed applications as quickly as we receive them, the governing documents give the POA up to fifteen (15) days to process leases so please submit the application as quickly as possible.

Thank you for your cooperation. If you have any questions regarding these procedures, please contact me.

CK/Enclosures

Please return to:
PGA Property Owners Association, Inc.
7100 Fairway Drive, Suite 29
Palm Beach Gardens, FL 33418
Telephone: 561-627-2800
Fax: 561-622-6324

Rental Agent: _____
Address: _____
Telephone # _____

**PGA NATIONAL RESORT COMMUNITY
NOTICE OF LEASE AND APPLICATION**

(** Attach a copy of Lease and a Check in the amount of \$25.00 payable to PGA POA **)

The owner, _____ ("Owner").
whose mailing address is _____ City _____ State _____
Zip _____ Telephone _____ is the present record owner of the following described property:

Lot (or Unit Number) _____, located in _____,
having a street address of _____ ("Property").

The Owner does hereby notify the PGA Property Owners Association, Inc. ("POA") of Owner's intention
to lease the Property to _____ (name of proposed lessee) whose
address is _____ (home address of proposed lessee).

The Owner acknowledges that the POA has fifteen (15) days from the date of receipt of this notice in which to exercise its
right of first refusal to lease the Property. Should the POA not exercise its right of first refusal, nor disapprove the proposed lease
within the fifteen (15) day period, then the lease of the Property shall be deemed to be approved by the POA. The Owner further
acknowledges that the Owner shall remain liable for the payment of all assessments levied by the POA. The Owner warrants to
the POA that the copy of the lease attached, including the rental amount, represents a bona fide offer made in good faith by the
proposed lessee. The Owner also acknowledges the provision to the tenant of a copy of the POA Rules and Regulations and
HOA/Condo Rules.

OWNER(S) SIGNATURES:

(Signature)
STATE OF _____

(Signature)
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by
_____, who is/are personally known to me or who have/has produced
_____ (type of identification produced).

(Notary Seal)

NOTARY PUBLIC

****RENEWALS****

If You Renew A Lease, Please Provide The PGA POA With A Copy Of The Renewal Lease.

**NOTE: SOME COMMUNITIES WITHIN PGA NATIONAL HAVE THEIR OWN APPLICATION PROCESS.
CONTACT THE HOA/CONDO MANAGER TO DETERMINE WHETHER AN ADDITIONAL APPLICATION
IS REQUIRED.**

APPROVAL OF PGA PROPERTY OWNERS ASSOCIATION, INC.

Pursuant to Article VII of the PGA National Declaration of Covenants and Restrictions, the PGA Property Owners
Association, Inc. hereby approves the above-referenced lease.

PGA PROPERTY OWNERS ASSOCIATION, INC.

REV A/O 12/2009

By: _____
(for the Board of Governors)

PGA RULES AND REGULATIONS

2. **TRANSFER OF PROPERTY.** Transfer of any Property within PGA National by an Owner of Residential Property is subject to the prior approval of the POA, as provided in the Declaration. Pursuant to Article VII, Section 5(g) of the Declaration, Non-Residential Property is exempt from the provisions of this paragraph 2.1 except as to 2.2.5.
- 2.1 **Sale or Lease.** No Owner of Residential Property may transfer his Property, or any interest therein by sale or lease without the prior approval of the POA. Moving vans and/or any vehicle used to move residents' personal property are only permitted between the hours of 8:00 a.m. – 5:00 p.m., Monday through Saturday. No moving in/out and no furniture delivery is permitted on Sundays or Holidays.
- 2.2 **Other Transfers.** No Owner of Residential Property may transfer his Property or any interest therein by any other means whatsoever, except as specifically provided or by operation of law or by court decree in connection with probate or guardianship proceedings, without prior approval of the POA.
- 2.2.1 **Sale or Lease.** Any Owner of Residential Property intending to make a bona-fide sale or lease of his property, or any interest therein, shall give the POA notice of such intention by filing a Resale Notice and Acknowledgment, or a Notice of Lease and Acknowledgment, as applicable, on the form available at the POA office. Such notice shall include the name and address of the intended purchaser or lessee, the purchase price, or rental amount, the terms, and such other information concerning the intended purchaser or lessee as the POA may reasonably require, together with an executed copy of the proposed contract or lease.
- 2.2.2 **Application Form.** All applications for approval of transfer of Residential Property shall be presented to the POA on the form prescribed by the POA and titled Resale Notice and Acknowledgment, or Notice of Lease and Acknowledgment, whichever is applicable. This form shall request such information as may reasonably be required by the POA. The application package requires an Acknowledgment form to be executed by the neighborhood association.
- 2.2.3 **Filing Fee.** A filing fee of twenty-five dollars (\$25.00) will be charged to the Owner of the Residential Property for the purpose of defraying the costs associated with processing these requests, changing books and records and other matters associated with the transfer.
- 2.2.4 **Certificate of Approval.** In the case of a sale of Residential Property, if the proposed transfer is approved by the POA, such approval shall be stated in a recordable certificate executed by the President, Vice President, Secretary, Assistant Secretary or Executive Director of the POA, which certificate shall be recorded among the Public Records of Palm Beach County, Florida, at the expense of the seller. In the case of a lease of Residential Property, any approval must be in writing executed by an officer of the POA. The POA will attempt to expedite the handling of all approval requests.
- 2.2.5 **Proof of Transfer.** Upon every transfer of title to Property within PGA National, it shall be an obligation of the current Owner and successor Owner to provide the POA with a copy of the deed of conveyance and settlement statement within thirty (30) days after closing or transfer of title to document proof of change of ownership. Failure to provide such documents may result in the POA not having correct and up to date records which could place an Owner at a disadvantage in not receiving notices of assessments, vehicle bar codes, and/or other information and services. The POA shall not have any responsibility or liability for any lien placed upon property as a result of non-payment of an assessment if the copy of the deed and settlement statement were not timely provided to the POA to enable the POA to properly address assessment notices. This Section 2.2.5 shall apply to both Owners of Residential Property and Non-Residential Property Owners.
- 2.3 **Violations.** The POA shall have the right and authority to deny any request for approval for the sale or lease of property within PGA National as to any Owner of Residential Property who is in violation of any of the duties and obligations imposed by the Declaration, these Rules and Regulations or any other regulatory matter within the jurisdiction of the POA.
- 2.4 **Non-Residential Property.** The POA shall have no right to review any Lease or Purchase Agreement or other document, affecting any portion of the Non-Residential Property.