

Sunrise at Fountain Lakes Neighborhood Association

Lease Application



8840 Terrene Court, Suite 102 Bonita Springs, FL
34135 (239) 454-8568
Fax: (239) 454-5191

Sunrise at Fountain Lakes Neighborhood Association

C/O Pegasus Property Management
8840 Terrene Ct #102
Bonita Springs, FL 34135
Office: 239-454-8568
Fax: 239-454-5191
leases@Pegasuscam.com

LEASE APPLICATION

Please submit application at least 30 days prior to lease date.

Leases must be a minimum of 30 days. No units may be rented more than 4 times a year.

ATTACH THE FOLLOWING:

- **Copy of Lease Contract**
- **\$150 non-refundable Application Fee** - Each tenant over the age of 18 will receive an email to complete the background check. Make sure the email address below is legible.
- **\$50 non-refundable Background Check Fee for each applicant and all occupants over 18**
- **Checks to be made payable to Pegasus Property Management (additional background fees may apply to non-US citizens)**
- **Tenants are not permitted to have pets**

I (We) hereby apply for approval to lease:

Names: _____

Rental Unit Address: _____

Lease Term Start Date: _____ End Date: _____

Realtor: _____ Phone: _____

PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION:

1. Full name of Applicant: _____ D.O.B. _____
2. Full name of Co-Applicant: _____ D.O.B. _____
3. Home Address: _____
4. Email Address: _____
5. Telephone: Home: _____ Mobile: _____ Work: _____
6. Applicant Employer: _____
Position Occupied: _____
7. Co-Applicant Employer: _____
Position Occupied: _____

8. The unit owner's documents of Sunrise at Fountain Lakes Neighborhood Association provide an obligation of unit owners that all units are for single family residence only. Please state the name, relationship and age of all **other persons** who will be occupying the unit regularly.

Name	Relationship	Age
_____	_____	_____
_____	_____	_____
_____	_____	_____

9. Person to be notified in case of emergency: _____

Address: _____ Phone: _____

10. Reference 1: _____
Reference 2: _____

11. Make of automobile(s) / year / license number: _____
Make of automobile(s) / year / license number: _____

12. Name of Current Unit Owner: _____

13. I/We are aware of and agree to abide by the Community Association Documents and Rules & Regulations. I/We acknowledge receipt of a copy of the Association rules. (Property owner should provide tenant with the Community Association Documents). Property Management does not provide Association Documents.
14. I/we understand and agree that the Association, in the event it approves a lease, is authorized to act as the owner's agent, with full power and authority to take whatever action may be required, including eviction, to prevent violations by lessees and their guests, in accordance with the Documents and the Rules and Regulations of the Association.
15. I/we understand that pursuant to Florida Statute 718.166(11), "if the unit is occupied by a tenant and the unit owner is delinquent in paying any monetary obligation due to the association, the association may make a written demand that the tenant pay the future monetary obligations related to the condominium unit to the association, and the tenant must make such payment. The demand is continuing in nature and, upon demand the tenant must pay the monetary obligations to the association until the association releases the tenant or the tenant discontinues tenancy in the unit. The association must mail written notice to the unit owner of the association's demand that the tenant makes payments to the association. The association shall, upon request, provide the tenant with written receipts for payments made. A tenant who acts in good faith in response to a written demand from an association is immune from any claim from the unit owner."

Should the Sunrise at Fountain Lakes Property Owner become delinquent in his/her association dues while his/her unit is leased, a receivership shall be appointed and will contact the tenant(s) for collection of rent that will then be applied to the monetary obligations related to the unit.

10. LEASING OF HOMES. The leasing restrictions herein apply to any type of occupancy for which consideration has been paid to the Owner including but not limited to a license. In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of homes by their Owners shall be restricted as provided in this section. All leases of homes must be in writing. An Owner may lease only his or her or her entire home, and then only in accordance with this Section and the Master Association governing documents, after receiving the approval of the Master Association if required. Where this Section is more restrictive than the Master Association this Section shall control. The lessee must be a natural person as opposed to an artificial entity such as a corporation, partnership, trust, etc. The following also applies to any new occupant that was not approved under the existing lease.

10.1 Procedures. All leases must be approved and may be denied if required by the Master Association in accordance with its governing documents, policies and procedures.

10.2 Term of Lease and Frequency of Leasing. No home may be leased more often than four (4) times in any calendar year, with the minimum lease term being thirty (30) continuous days. No new lease shall begin until the original full term of the last lease has expired. For purposes of this restriction, the first day of occupancy under the lease shall conclusively determine in which year the lease occurs. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted. No subleasing or assignment of lease rights by the lessee is allowed. No home may be advertised or offered for lease for a lease term of less than thirty (30) continuous days.

10.3 Exceptions. Upon written request of an Owner, the Board of Directors may approve one additional lease of the home within the same calendar year, but only under unusual circumstances to avoid undue hardship and inequity. In granting an exception the Board may impose conditions and the exception does not create a precedent.

10.4 Guest Occupancy During Lease Term. Guests may occupy leased homes when the lessee is also in residence. The total number of house guests in a leased home is limited to two (2) persons and their children if any. Such guests may stay for a period not to exceed ten (10) days, and the number of occasions for this type of guest occupancy shall be limited to once during the lease term.

10.5 Occupancy in Absence of Lessee. If a lessee absents himself from the home for any period of time during the lease term, his or her family authorized to occupy the home by Section 10.4 above who are already in residence may continue to occupy the home and may have house guests subject to all the restrictions in Sections 10.4 above. If the lessee and all of the family members mentioned in the foregoing sentence are absent, no other person may occupy the home.

10.6 Regulation by Association. All of the provisions of the governing documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a home 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 and regulations of the Association and the provisions of the governing documents, 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 oral or written, and whether specifically expressed in such agreement or not.

10.7 No Discrimination. The Association is an equal opportunity provider of housing and shall not prohibit a lease for an illegal discriminatory reason.