

Pelican Sound Golf & River Club

Application for Approval to Lease

Instructions please read through completely
**THE FOLLOWING PACKET IS NOT A LEASE AGREEMENT,
LEASE CONTRACTS MUST ACCOMPANY THIS FORM WHEN RETURNED.
PLEASE MAKE SURE ALL DOCUMENTS ARE SIGNED.**

Member:

- The application fee of \$225 and the transfer fee of \$375 +tax will be **charged to the unit owners member account.**
- All required paperwork must be filled out completely, signed and received 20 business days prior to the beginning of the lease. There is a \$100 late application fee (charged to the unit owners member account).
- When you transfer your Amenities Privilege, you will become a Dining Member. Dining Members do not have golf or tennis privileges.
- As a Dining Member you may play golf and tennis as a guest and pay the applicable guest fees.
- The Amenities Privilege reverts to the member at the end of the lease.
- An annual lease renewal requires a written extension of the lease from the Member and a Renewal Application from the Lessee before the end of the current lease.
- Lessees returning each year for short term rentals must submit all paperwork.
- All individuals who lease units within Pelican Sound must be at least 25 years of age. This is not a restriction on the age of occupants, but a requirement that the individual executing the lease and the primary occupant of the unit be at least 25 years of age.
- The member Transponder is for the exclusive use of the owner and is not to be used by the lessee.

The following documents must be included:

1. The completed Application for Approval to Lease.
2. Copy of the Lease Contract (This is the signed rental agreement between you and your lessee and must be included.)
3. The completed Amenities Privilege Transfer, if the membership is being transferred to the lessee.

Members & Lessees:

- The membership privileges may be transferred to the two primary named lessees by completing the form on page 6 of this application. Temporary Amenities Privilege transfer includes any children 24 years of age and under who are residing with the parents year-round or in school full time. Subject to the consent of the Board of Directors, a Lessee's unmarried dependent children who are over the age of twenty-three, living at home, and are physically or mentally handicapped are included in Club privileges. The Board of Directors may reasonably restrict use privileges of dependents. Amenity Privileges may not be transferred under any other conditions.
- Lessees will be issued a car permit for the duration of their lease that must be displayed in the windshield at all times. There is a \$50 fee if the permit is not returned to the accounting office by their departure date.
- All adults residing in the unit must be listed on the application and initial all the rules included in the application to lease.
- Lessees that take the Membership Transfer will be required to provide a credit card at registration. A statement will be sent to you by email at the beginning of the month and your credit card will be charged on the 5th of each month for all charges incurred during the prior month.

No pets are allowed.

When you arrive at Pelican Sound come to the Accounting Office to register and receive your Photo IDs and information packet. You may do this during regular office hours. The Accounting Office is located next to the Tennis Center.

PELICAN SOUND GOLF & RIVER CLUB, INC.
APPLICATION FOR APPROVAL TO LEASE

Please return to: Pelican Sound Golf and River Club, Inc
4569 Pelican Sound Blvd., Estero, FL 33928
Phone 239-948-5238 Fax 239-948-5223
Email: accounting@psgrc.org
Revised September 1, 2018

Monday ~ Friday 9:00 a.m. to 5:00 p.m. The office is closed on weekends and holidays.

Lease contracts and all required attachments must be submitted to the address listed above twenty business days prior to arrival. Incomplete applications may result in this lessee request being denied!

Association Name: _____

Date: _____ Unit Owner Name: _____ Member # _____

Unit Address: _____ # _____ Unit Phone Number: _____

Owner's contact address: _____ Phone # _____

Period of Lessee: From _____, 20____ To: _____, 20____

MEMBER PLEASE READ THE FOLLOWING and sign below

a. **Notice to Unit Owner.**

All Club accounts, association dues and assessments must be paid to date. An owner intending to lease his unit shall give to the Association Board of Directors or its designee written notice of such intention at least twenty (20) business days prior to the first day of occupancy under the lease together with the name and address of the proposed lessee by completing this application and returning it to Pelican Sound Golf & River Club with a fully executed copy of the proposed lease, and such other information as the Association Board may reasonably require. **User Fees are subject to change without notice.** **Association Action:** After the required notice and all information have been provided, the Association designee shall approve or disapprove the proposed lease.

b. **Failure to Give Notice or Obtain Approval.** If proper notice is not given, the Association Board or its designee, at its election, may approve or disapprove the lease. **Any lease entered into without approval, at the option of the Association Board, may be treated as a nullity, and the Association Board shall have the power to evict the lessee with five (5) days notice, without securing consent to such eviction from the unit owner.**

c. **Occupancy During Lease Term.** No one but the designated lessee, his family members within the first degree of relationships by blood, adoption or marriage, and his spouse and temporary houseguests may occupy the unit.

d. **Regulation by Association.** All of the provision of the Association documents and the rules and regulations of the Club shall be applicable and enforceable against any person occupying a unit 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 Club as the owner's agent with 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 or not specifically expressed in such agreement. Residence may not be rented for periods of less than that period specified by the Association documents. No residences may be permanently occupied by more persons than the number of bedrooms times two, nor may more persons including guests, occupy a residence overnight than the number of bedrooms times two, plus two.

Member's Signature

Revised September 2018

LESSEE INFORMATION

PLEASE TYPE OR PRINT LEGIBLY THE FOLLOWING INFORMATION

1. Full Name of Applicant #1 _____ Date of Birth _____
Month Day Year
2. Full Name of Applicant #2 _____ Date of Birth _____
Month Day Year
3. Home Address _____
City _____ State _____ Zip _____
4. Home Phone Number: (_____) _____
5. Cell Phone Number: (_____) _____
6. Email Address: _____
7. Year/Make/Model of car(s) _____ Color _____ State/Tag # _____
8. You will be issued a transponder permit at check-in. There is a \$50 fee if the transponder is not returned to the accounting office by your departure date. (M-F 9 to 5) **Signature** _____
9. Full Name of Guest _____ Relationship _____
10. Home Address _____ City _____ State _____
11. Full Name of Guest _____ Relationship _____
12. Home Address _____ City _____ State _____
13. Make of Car _____ Color _____ State/Tag # _____
14. Personal reference (local if possible).
 - a. Name _____ Address _____
City/State _____ Zip _____ Phone # _____
15. Last vacation rental location _____
_____ Phone # _____
16. Person to be notified in case of emergency _____
Address _____ Zip _____ Phone # _____

PELICAN SOUND GOLF & RIVER CLUB RULES & REGULATIONS

All applicants must read and initial in front of each rule and regulation listed below.

THE BOARD OF DIRECTORS OF THE ASSOCIATION MAY IMPOSE UP TO A \$100.00 FINE OR SUSPENSION OF PRIVILEGES FOR EACH VIOLATION OF THESE RULES AND REGULATIONS OR ANY OF THE ASSOCIATION DOCUMENTS.

ALL TEE TIMES/CANCELLATIONS MUST BE MADE VIA THE RESERVATION SYSTEM, DUE TO THE HIGH VOLUME OF SEASONAL PLAY (JANUARY – APRIL). LESSEES SHOULD NOT EXPECT TO PLAY MORE THAN THREE (3) ROUNDS OF 18 HOLE GOLF PER WEEK. PARTICIPATION IN THE MEN’S AND LADIES MEMBER/MEMBER GOLF CHAMPIONSHIPS ARE LIMITED TO A “SPACE AVAILABLE” BASIS. LESSEES ARE WELCOME TO PARTICIPATE IN OTHER GOLF CHAMPIONSHIPS, BUT COMPETE IN SEPARATE FLIGHTS IN THE CLUB CHAMPIONSHIPS AND CAN’T WIN THE OVERALL CHAMPIONSHIP IN EITHER THE CLUB CHAMPIONSHIP OR THE MEN’S SENIOR CHAMPIONSHIP.

LEASES ARE FOR A MINIMUM OF 30 DAYS OR AS SPECIFIED BY THE ASSOCIATION DOCUMENTS. RESIDENTS ARE NOT ALLOWED TO HAVE MULTIPLE TENANTS DURING A LEASE. *Occupancy During Lease Term. No one but the designated lessee, his family members within the first degree of relationships by blood, adoption or marriage, and his spouse and temporary houseguests may occupy the unit.*

LESSEE MAY NOT UNDER ANY CIRCUMSTANCE BRING A PET TO THE UNIT OR ONTO PROPERTY OF PELICAN SOUND GOLF AND RIVER CLUB.

GENERAL RULES

1. Passenger automobiles, sport/utility vehicles, trucks, vans and street-legal motorcycles (used for personal transportation) that do not exceed the size of a garage or carport space are authorized. Commercial vehicles, trucks, campers, motor homes, trailers, boats and boat trailers are prohibited unless parked in garages with the door closed. Vehicle maintenance outside garages, except car washing in designated area, if any, is not permitted on the Association property. No parking on lawns shall be permitted. No vehicle shall be parked anywhere but on paved areas intended for that purpose, or as approved by the Club for construction purposes.

2. No exterior radio, television or data reception antenna, or any exterior wiring for any purpose may be installed without the written consent of the Association Directors.

3. All common elements inside and outside the building will be used for their designated purposes only. Items may not be left on the walkways, in the parking lot, or in common areas. Items left in common areas maybe considered abandoned property and may be removed by Property Managers. Owners are financially responsible to the Association for damage to the common elements caused by themselves, their tenants, guests and family members.

4. Disposition of garbage and trash shall only be by use of receptacles approved by the Association or by use of garbage disposal units. Specifically, trash must be securely bagged and newspapers are required to be bundled. Food and vegetable scraps are to be disposed of in the individual residence garbage disposal. Trash must be carried to the trash Dumpster. Carriage homes and single family residences must put trash curbside on designated days for collection and may not use the dumpsters.

5. All guests occupying residences shall be registered with the Club at or before the time of their occupancy of the residence.

6. Residence may not be rented for periods of less than that period specified by the Association documents. No residences may be permanently occupied by more persons than the number of bedrooms times two, nor may more persons including guests, occupy a residence overnight than the number of bedrooms times two, plus two.

7. Children shall be under the direct control of a responsible adult. Children shall not, run, play tag, or act boisterously on Association or Club property. Skateboarding, “Big Wheels”, or loud obnoxious toys are prohibited. Children may be removed from the common elements for misbehavior by or on instruction of the Association Directors. Parents must be aware of the possible hazards in the community, to include alligators, in the golf course ponds and unimproved areas. Children without a driver’s license are not permitted to drive Golf Carts.

8. Loud and disturbing noise, to include conversations, is prohibited. All radios, televisions, tape machines, Compact Disc players, stereos, singing and playing of musical instruments, etc. shall be regulated to sound levels that will not disturb others

Revised September 2018

and if used at or in the vicinity of the pool shall be used only with earphones. No vocal or instrumental practice is permitted after 10:00 p.m. or before 9:00 a.m.

- _____ 9. Use of barbecue grills shall only be allowed in areas designated as safe and appropriate. Grills shall not be used on lanais of condominiums and must be used at least 10 feet from any building.
- _____ 10. Illegal and immoral practices are prohibited.
- _____ 11. Laundry, bathing apparel, beach and porch accessories shall not be maintained outside of the residences or limited common elements (lanais), and such apparel and accessories shall not be exposed to view.
- _____ 12. All Lessees need to follow the Pool Rules listed below. A complete list of all rules and precautions pertaining to children under five will be included with your lessee information packet obtained at check in.

POOL AND SPA RULES			
Abbreviated wording for bulletin board posting, rental applications, & directories			
1	Pool open dawn to dusk.	12	Audio devices may be used only with earphones.
2	Use of the pool facilities is at the swimmer's own risk. NO LIFEGUARD ON DUTY.	13	Smoking is not permitted inside the fenced area.
3	NO DIVING.	14	Chairs and tables may not be reserved.
4	Children under twelve years of age are permitted to use the pool facilities only if accompanied and supervised by an adult eighteen years of age or older.	15	Private parties may not have exclusive use the of pool area.
5	Shower before entering pool or spa.	16	No food or drink in pool or on wet deck (within four (4) feet of pool).
6	No glass objects in fenced pool & spa area.	17	Floating devices are limited to noodles and wearable safety devices for small children.
7	No animals in fenced pool area.	18	Any non-swimming children must be accompanied in the water by their parent or adult guardian.
8	Proper swim attire only. No cut-offs.	19	No toys of any kind are permitted.
9	For sanitary reasons, children who are who are not completely toilet trained are not allowed in the pools or wet-deck area, except at the approved River Club Pool. Children under the age of ten are not allowed in any of the spas.	20	Pregnant women, small children, people with health problems, and people using alcohol, narcotics, or other drugs that cause drowsiness should not use spa pools without first consulting a doctor. Maximum use of spa is 15 minutes.
10	For health reasons, diaper changing on the pool deck or pool furniture is strictly forbidden.	21	Pools are for use by members and guests only.
11	Running, rough play, and excessive noise is not permitted.	22	Members are advised to report any problems or violations to Security at 992-4206. Violators run the risk of PSGRC sanctions.

- _____ 13. No nuisance of any type or kind shall be maintained upon the Association property.
- _____ 14. Nothing shall be done or kept in any residence or in the common elements which will increase the rate of insurance on the buildings or contents thereof. No occupant shall permit anything to be done or kept in residence or in the common elements which will result in cancellation of insurance on the buildings, or contents thereof, or which would be in violation of a law or building code.
- _____ 15. Persons moving furniture and other property into and out of residences must do so only Monday through Saturday between the hours of 8:00 a.m. and 8:00 p.m. Moving vans and trucks used for this purpose shall only remain on Association property when actually in use.
- _____ 16. These Rules and Regulations do not purport to constitute all the restrictions affecting the Association and Club property. References should also be made to Association and the Club governing documents.

Applicant #1 Signature Date

Applicant #2 Signature Date

Complete section A for Membership or section B for no Membership

A. Request Amenities Privilege Transfer for Lessees

Applicant #1: _____

Applicant #2: _____

The Amenities Privilege may be transferred to the **two** primary named lessees. The transfer is required in order to use the amenities at Pelican Sound. Our amenities include golf, tennis, restaurants, pools, fitness center, boat shuttle and canoe/kayak use.

All individuals who lease units within Pelican Sound must be at least 25 years of age. This is not a restriction on the age of occupants, but a requirement that the individual executing the lease and the primary occupant of the unit be at least 25 years of age.

The undersigned being a residential property owner and member of Pelican Sound, hereby requests temporary transfer of the amenities privilege to the above designated lessee. To transfer amenities privilege, this completed transfer form must be received at least twenty business days prior to the arrival date. There is a \$100 late application fee. *Transfers will not be completed until all rental documents have been approved by the appropriate neighborhood association representatives.* The Amenities Privilege may be transferred to the two primary named lessees.

The Amenities Privilege transfer includes any children 24 years of age and under who are residing with the parents year-round or in school full time. Subject to the consent of the Board of Directors, a Lessee's unmarried dependent children who are over the age of twenty-three, living at home, and are physically or mentally handicapped are included in Club privileges. The Board of Directors may reasonably restrict use privileges of dependents.

Please refer to the Club Rules and Regulations for specific information pertaining to Lessees and Transfers.

Member Name: _____ Membership #: _____

Pelican Sound Address: _____ Unit # _____

Telephone #: (____) _____ Email: _____

Period of Transfer: From _____, 20____ To: _____, 20____

The undersigned Member acknowledges that during the period of transfer, the Beneficial User will be entitled to the Member's amenities privilege to use the Club facilities, in accordance with the Club Rules, and the Member hereby relinquishes said amenities privilege during the period of transfer. Further, according to the Declaration of Covenants, Conditions, Restrictions and Easements, 13.13.1 the minimum lease shall be thirty (30) days. No more than twelve (12) leases may be entered into during any calendar year. Member further acknowledges responsibility for payment of *all charges* to his account by the Beneficial User, and any charges or fees assessed pursuant to the Rules for damages or any other cause. *Please note final bill is payable in US currency.* The lessees may make tee time reservations ten (10) days in advance. ***Lessees will be charged the current golf fee assessed for leaseholders.***

Date: _____, 20____ Member: _____

Member Signature

B. Decline Amenities Privilege Transfer for Lessees

NO MEMBERSHIP TRANSFER. Lessees Decline the Amenities Transfer. Lessees understands they have no use privileges for golf, tennis, restaurants, pools, fitness, boat shuttle or canoes & kayaks.

Applicant #1 Signature Date

Applicant #2 Signature Date