

Pinecrest III At Stoneybrook Declarations

Lease Policy and Registration form

13. **LEASING OF UNITS.** All leases of units must be in writing. A unit owner may lease only his entire unit, and then only in accordance with this Section. The ability of a unit owner to lease his unit is a privilege, not a right. The privilege may be revoked by the Board of Directors if it is abused by the unit owner, or the owner fails or refuses to follow the required procedures.

13.1 Procedures.

(A) Notice. An owner intending to lease his unit must give to the Board of Directors (or its designee) written notice of such intention at least five (5) days prior to the starting date of the proposed lease, together with the name and address of the proposed lessee, and other information about the lessee or the lease that the Board may reasonably require.

(B) Failure to Give Notice. Any lease entered into without notice in violation of the above provisions shall, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee by summary proceedings without securing consent to such eviction from the unit owner.

13.2 **Term of Lease and Frequency of Leasing.** The minimum lease term is thirty (30) consecutive days. No lease may begin sooner than thirty (30) days after the beginning of the last lease. No subleasing or assignment of lease rights by the lessee is allowed.

13.3 **Occupancy During Lease Term.** No one but the lessee and his family within the first degree of relationship by blood, adoption or marriage may occupy the unit. The total number of overnight occupants of a leased unit is limited to six (6) persons. No pets are permitted.

13.4 **Use of Common Elements and Common Areas.** To prevent overtaxing the facilities, a unit owner whose unit is leased may not use the recreation or parking facilities during the lease term.

13.5 **Regulation by Association.** All of the provisions of the condominium documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a unit as a lessee or guest to the same extent as against the owner. The Association may require lessees to post a security deposit as provided by law to protect against damage to the common elements. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the condominium 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.

- **Tenants are not permitted to keep pets.**
- **No commercial Vehicles.**
- **Association has the right to terminate lease and evict tenants for non-compliance.**

Pinecrest III at Stoneybrook Condominium Association, Inc.

c/o Tropical Isles Management Services, Inc. 12734 Kenwood Lane, #49, Fort Myers, Florida 33907

Phone (239) 939-2999 * Fax (239) 939-4034

LEASE REGISTRATION FORM amended 2019

This completed application must be submitted to Tropical Isles Management Services at least five (5) days prior to the start of any new lease or lease renewal, with a signed copy of the lease agreement.

LEASED UNIT ADDRESS _____ Lancaster Run, # _____ PHONE () _____

UNIT OWNER INFORMATION (LESSOR)

Name: _____ Email: _____

PHONE () _____ Cell () _____

LESSEE INFORMATION

LEASE DATE (minimum 30-day lease): FROM _____ TO _____

Name: _____ Email: _____

PHONE () _____ Cell () _____

Will anyone other than those listed above occupy this unit? _____ No _____ Yes

If yes, (List names, ages and relationship) _____

LEASING AGENT OR LESSOR INFORMATION: NAME: _____

Email Address: _____ PHONE () _____

Applicant's Signature _____ Date _____

Unit Owner or Leasing Agent Signature _____ Date _____

2nd Applicant's Signature _____ Date _____

Approval Signature _____ Date _____

PINECREST III AT STONEYBROOK ASSOCIATION, INC.
INITIAL RULES AND REGULATIONS

The Rules and Regulations hereinafter enumerated as to the Association properties, condominium property, the common elements, the limited common elements, and the units, shall be deemed in effect until amended by the Board of Directors of the Association, and shall apply to and be binding upon all unit owners. The unit owners shall, at all times, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, and persons over whom they exercise control and supervision. The initial Rules and Regulations are as follows:

1. BUILDING APPEARANCE AND MAINTENANCE:

- (a) The streets, sidewalks, walkways, entrances, and stairs must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the units, nor shall any carriages, bicycles, wagons, shopping carts, chairs, benches, tables, or any other object of a similar type and nature be left therein or thereon.
- (b) Personal property of unit owners shall not be stored outside their units.
- (c) No garbage cans, supplies, containers, or other articles shall be placed in or on the walkways, hallways, and entry ways, nor shall any linens, cloths, clothing, curtain, rugs, mops, or laundry of any kind, or other articles be shaken or hung from any of the windows, doors, walkways, or entry ways, or exposed on any part of the limited common elements or common elements. The limited common elements and the common elements shall be kept free and clear of refuse, debris and other unsightly material.
- (d) No person shall allow anything whatsoever to fall from the windows, walkways, entry ways or doors of the premises, nor sweep or throw any dirt, waste or other substances out of the unit or on the common elements of the Condominium.
- (e) Refuse and garbage shall be deposited only in the area provided therefor. All garbage must be bagged.
- (f) No unit owners shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, or licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other unit owners. No unit owner shall play upon or permit to be operated a phonograph, television, radio or musical instrument in such a manner as to unreasonably disturb or annoy other occupants of the Condominium.
- (g) No exterior radio or television antenna installation, or other wiring, shall be made without the prior written consent of the Board of Directors, except as otherwise provided by law.
- (h) No sign, advertisement, notice or other similar material shall be exhibited, displayed, inscribed, painted or affixed, in or upon any part of the units, limited common elements or common elements by any unit owner or occupant without written permission of the Association.
- (i) No inflammable, combustible, or explosive fluid, chemical or substance, shall be kept in any unit or limited common element, except those necessary and suited for normal household use.
- (j) Unit owners, residents, their families, guests, servants, employees, agents, or visitors shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the building.

2. ALTERATION OF CONDOMINIUM: Unit owners are specifically cautioned that their right to make any addition, change, alteration, or decoration to the exterior appearance of any portion of the Condominium is subject to the provisions of the Declaration of Condominium, and is also subject to prior approval of the ARC. For example, no unit owner may install screen doors, or apply any type of film or covering to the inside or outside of window or door glass without the prior approval of the Association and the ARC. All such additions, changes or alterations must be presented in writing to the board of Directors for approval, accompanied by written plans when requested or drawings and specifications. The Board of Directors shall approve such requests only if the Association is protected against, or indemnified as to construction liens and/or claims arising from such work.

3. EMERGENCIES IN OWNER'S ABSENCE: In order that proper steps and procedures may be taken in a minimum amount of time during an emergency situation, the Association shall retain pass-keys to all units. The locks of each unit are not to be changed or altered without providing the Association with a duplicate key.

Any unit owner who plans to be absent from his unit for an extended period of time must prepare his unit prior to his departure in the following manner:

- (a) By removing all furniture, plants and other objects from around the outside of the unit; and
- (b) By designating a responsible caretaker to care for his unit should his unit suffer any damage caused by storms, hurricanes, winds or other violent acts of nature. The Manager and the Association shall be provided with the name of each unit owner's aforesaid designated caretaker. Such caretaker will notify the Association prior to making any entry to the unit during the owner's absence.
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4. PETS: The Board may impose reasonable restrictions upon how and where pets may be permitted upon the common elements. The owner of each unit may keep no more than two (2) small pets, of a normal domesticated household type (such as a cat or dog) in the unit. Dogs and cats must be leashed or carried at all times while outside of the unit. The ability to keep pets is a privilege, not a right, and the Board of Directors may order and enforce the removal of any pet which becomes a reasonable source of annoyance to other residents. The owner is responsible for cleaning up after his pet. No pets of any kind are permitted in leased units. No reptiles, rodents, poultry, amphibians, swine or livestock may be kept in the Condominium, but tropical fish or caged birds in reasonable numbers are permitted

5. PARKING OF VEHICLES: Parking spaces have been provided for the parking of private passenger automobiles of owners and their guests. Parking spaces are not intended for the storage of boats, motorcycles, recreational vehicles, motor homes, trailers, semitrailers, house trailers, campers, truck campers, oversized trucks, non-operational or invalidly licensed automobiles. Parking of such vehicles on the condominium property outside of garages is not permitted, except for service vehicles temporarily present on business. No repairs or maintenance of vehicles may be performed outside of garages, except emergency repairs. Vehicles may be washed only in the driveways. Because there are limited parking spaces, each owner is specifically cautioned that the Board of Directors prohibits owners from keeping more than two motor vehicles on the premises on a permanent basis. Any vehicles parked in violation of the parking restrictions are subject to towing, with the owner of the vehicle responsible for all costs of towing.

No motor vehicle shall be parked anywhere on the condominium property except on a paved parking surface or within a garage. No commercial trucks, or vehicles which are primarily used for commercial purposes, other than service vehicles temporarily present on business, nor any trailers, may be parked on the condominium property, unless fully enclosed within a garage. Boats, boat trailers, trailers, semitrailers, house trailers, campers, travel trailers, mobile homes, motor homes, recreational vehicles, and the like, and any vehicles not in operable condition or validly licensed, may not be kept on the condominium property unless fully enclosed within a garage. For the purpose of the foregoing sentence, the term "kept" shall mean present for either a period of six (6) consecutive hours or overnight, whichever is less. Because the number of parking spaces is limited, the right of the occupants or owners of any unit to keep more than one motor vehicle in the Condominium may be limited or regulated by the Association. For purposes of this paragraph "kept" shall mean present for either a period of twelve (12) consecutive hours or overnight, whichever is less. No house trailer, mobile home, motor home and the like may be kept on the Condominium more than two (2) times in any month. Any vehicle parked in violation of this Section is subject to being towed away at the owner's expense without further warning.

6. LEASING OF UNITS. All leases of units must be in writing. A unit owner may lease only his entire unit, and then only in accordance with this Section. The ability of a unit owner to lease his unit is a privilege, not a right. The privilege may be revoked by the Board of Directors if it is abused by the unit owner, or the owner fails or refuses to follow the required procedures.

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- 7 **Units.** Each unit shall at any time be occupied by only one family, its servants and guests, as a residence and for no other purpose. No business, commercial activity or profession may be conducted from any unit, nor may the name of the condominium or the address of any be publicly advertised as the location of any business. The use of a unit as a public lodging establishment shall be deemed a business or commercial use. This restriction shall not be construed to prohibit any owner from maintaining a personal or professional library, from keeping his personal, business or professional records in his unit, or from handling his personal, business or professional telephone calls or written correspondence in and from his unit. Such uses are expressly declared customarily incident to residential use. This Section 12.1 is, however, intended to prohibit commercial or business activity by a unit owner which would unreasonably disrupt the residential ambiance of the building, or make it obvious that a business is being conducted, such as by regular or frequent traffic in and out of the Condominium by persons making deliveries or pick-ups, by employees or other business associates, or by customers and clients.
- 8 **Age.** There is no restriction on the age of occupants of units. All occupants under eighteen (18) years of age must be closely supervised at all times by an adult to ensure that they do not become a source of annoyance to other residents.
- 9 **Nuisances.** No owner shall use his unit, or permit it to be used, in any manner that is unreasonably disturbing, detrimental or a nuisance to the occupants of another unit, or which would not be consistent with the maintenance of the highest standards for a first class residential condominium, nor permit the premises to be used in a disorderly or unlawful way. The use of each unit shall be consistent with existing laws, the governing documents and the condominium documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner.