

## Lease Application

\$100 Application fee, payable Pegasus Property Management, must be submitted with application to:  
Pegasus Property Management, 17595 S. Tamiami Trail, Suite 100, Fort Myers, Florida 33908  
Phone 239-454-8568 / Fax 239-454-5191

Date \_\_\_\_\_ Address to Lease \_\_\_\_\_

Date of Lease: From: \_\_\_\_\_ to \_\_\_\_\_

Full Name of applicant(s) \_\_\_\_\_

Present Address \_\_\_\_\_

Telephone: Home: \_\_\_\_\_ Business: \_\_\_\_\_

Employer \_\_\_\_\_

The Documents of the Association provide that all units are for single-family residence only. Please state the name(s) and relationship of all person who will occupy the unit on a regular basis.


Make & Model of car(s)	Year	License Plate #

Name of Unit Owner: \_\_\_\_\_ Phone \_\_\_\_\_

Address of Unit owner \_\_\_\_\_

Rental Agent, if applicable \_\_\_\_\_ Phone \_\_\_\_\_

As the renter, I have received a copy and agree to abide by the Documents and Rules and Regulations of the Association. Furthermore, I understand that I am fully responsible for the conduct of my family and guests.

I understand that the owner is fully responsible for the conduct of it's renter, but the Association, in the absence of the owner 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 renters and their guests, by the provision of the documents and rules and regulations of the Association. Renter or owner will pay any and all damage to common area by renter, family or guests. The owner has the responsibility to furnish the renter with all keys to the unit, keys to the common areas. All items will be returned to the owner upon termination of the lease.

According to the Declaration , an owner intending to make a lease of his Unit must give the Board of Directors or its designee written notice of such intention and a copy of the proposed lease at least thirty (30) days prior to the proposed transaction, together with the name and address of the proposed lessee and such other information as the Board may reasonably require. The Board or its designee may require the personal appearance for any lessee and his spouse, if any, as a condition of approval.

Also, after the required notice and all information or appearances requested have been proved, the Board or its designee shall approve or disapprove the proposed lease within fifteen (15) days. If the Board or its designee neither approve or disapproves within the time stated above, such failure to act shall be deemed the equivalent of approval. Also, approval of the Association shall be withheld if a majority of the whole Board so votes, and in such case the lease shall not be made. The Board may not approve a lease when the payment of the assessment for Unit is delinquent.

This copy of the Lease Application is the only one that will be accepted. A copy of the lease agreement must be attached. Approval must take place before occupancy.

Signature of Applicant(s) \_\_\_\_\_

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ and the reason is \_\_\_\_\_

For the Board of Directors \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

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## ISLAND PARK VILLAGE HOMES, SECTION IV, A CONDOMINIUM

RULES AND REGULATIONS

1. Units shall be limited to single family residential usage and no commercial, professional, or business use shall be permitted.

2. Children under the age of eighteen (18) years shall not be permitted to reside in Units.

3. No travel trailers, mobile homes, campers or recreational vehicles shall be parked in or on the Common Properties overnight.

4. Animals shall not be permitted on the Common Elements. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium Property upon three (3) days notice from the Association to the Owner of the Unit containing such pet. Seeing eye dogs who lead the blind or dogs who aid the legally deaf are permitted as long as they are serving a legally handicapped person. The Association may require the certification from the training school for the dog and a certification by a Florida physician of the resident's handicap.

5. No signs of any description or nature shall be displayed by any unit owner, except with the written consent of the Association's Board of Directors, except that the Developer may display signs for the purpose of construction, sale and closing of the property until such time as all units shall have been sold by the Developer.

6. The occupants of the condominium units shall not permit loud and objectional noises or noxious odors to emanate from the premises.

7. The occupants and owners of each unit shall keep and obey all laws, ordinances and regulations of all governmental bodies, and all regulations that may be passed from time to time by the Association's Board of Directors.

Exhibit "C"

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8. No wire, antennas, clothesline, garbage or refuse receptacles, or other equipment or structures shall be erected, constructed, or maintained on the exterior of the buildings or on or in any of the common elements, except upon the written consent of the Association's Board of Directors.

9. No unit owner shall permit or suffer anything to be done or kept in his condominium unit which will increase insurance rates on any unit or on the common elements.

10. No unit owner shall commit or permit any nuisance, immoral, or illegal act in his unit or in or on the common elements.

11. All unit owners shall conform to and abide by the By-Laws and the uniform rules and regulations in regard to the use of the units and the common elements which may be adopted from time to time by the Association through its Board of Directors or as promulgated by the Master Association.

12. The Board of Directors, or its agents, shall have the right to enter any condominium unit at any reasonable time for the purpose of maintenance, inspection, repair, or replacement of the improvements within the unit or the common elements therein or accessible therefrom or for the purpose of making emergency repairs which are necessary to prevent damage to the common elements or to another unit or units.

13. No unit owner shall dispose of trash and garbage other than in receptacles provided therefore pursuant to the By-Laws of the Association. No saline or other regenerating solution from water softening equipment shall be discharged into any street, easement or in or on the common elements so as to harmfully affect any lawn or planting.

14. No condominium unit shall be divided or subdivided and no structural alterations or changes shall be made therein without the prior written consent of the Board of Directors of the Association.

15. Each unit owner shall have a perpetual easement for ingress and egress to and from his unit over steps, terraces,

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lawns, walkways, driveways and other common elements from and to the public or private roadways bounding the condominium property, except as otherwise provided herein.

16. No unit owner or occupant shall in any way obstruct the common way of ingress and egress to the other units or the common elements.

17. No portion of a Unit other than an entire Unit may be rented. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and ByLaws of the Association, applicable rules and regulations, or other applicable provisions of any agreement, document, or instrument governing or affecting the Condominium. Leasing of Units shall also be subject to the prior written approval of the Association (which approval shall not be unreasonably withheld); however, such review of leases is within the sole discretion of the Board of Directors and there is no obligation upon the Association or the Board of Directors to review any leases of Units. The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) or to pay any claim for injury or damage to property caused by the negligence of the tenant and special assessments may be levied against the Unit therefor.

All leases shall also comply with and be subject to the provisions of the Declaration and shall be, and are hereby made, subordinate to any lien filed by the Condominium Association, whether prior or subsequent to such lease. The Board may elect to waive or not to enforce the provisions of this Section in any given case or cases, provided no such intentional waiver or failure to enforce shall thereafter prevent the Board from enforcing these provisions in the future by any governmental or municipal authority.

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18. SALE, LEASE OR TRANSFER OF UNITS. The Developer's plan does not include a program of leasing units rather than selling them; however, Developer specifically reserves the right to lease units as economic conditions may warrant. The units in the condominium are being offered and sold in fee simple.

THE SALE, LEASE OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED. Leasing of Units is permitted only with the consent of the Board of Directors of the Association; such consent will not be unreasonably withheld. Consent will not be given, however, unless the lease is on a form approved by the Association and cancelable by the Association in the event of any violation by the tenant of any of the provisions of the documents governing the Condominium Property.

All leases and resales are subject to the right of first refusal in favor of the Association; however, there is no obligation upon the Association nor the Board of Directors to review leases or resales, and resales are also subject to the prior right of first refusal in favor of the Developer.

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