



Leasing Rules, Policies & Procedures

Page 1 of 6 (GPHOA 20161116)

Leasing your property is a decision that must be made carefully. Yes, being a landlord can have a few benefits, but there also exists a real potential for it to become an absolute financial and migraine-causing nightmare. BEFORE making the choice to 'rent it out', consider this list and the remainder of this document:

- Non-payment of rent.
- Property destruction inside and out.
- Lack of proper maintenance.
- Problems dealing with various maintenance issues, contractors, etc from afar.
- Lack of care - Typically, renters do not care about your property as much as you do.
- Renter's non-compliance with community rules, policies and standards that result in the owners being fined, court actions, attorney's fees, etc.
- Eviction costs and legal impediments in removing problem tenants.

REMEMBER: Regardless of what happens, what the tenant or their guests do or do not do, whether they are paying you on time or not, the Owner is responsible for their property. *'But the renters...'* is no excuse.

I. THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS STATES:

9.7 Leases. No lease shall be entered into on any Lot for a period of less than one hundred eighty (180) days. In addition, there shall be no more than three separate leases entered into for any Lot in any one calendar year.

6.8.3 Collateral Assignment of Rents. "... In the event an Owner is in default in payment of assessments for common expenses or any other monetary amounts owed to the Association, the Association shall have the authority to collect rents directly from the Owner's tenant..." "...In the event such tenant fails to remit said rents directly to the Association within seven (7) days (but no later than the day the next rental payment is due) from the day the Association notified such tenant in writing that the rents must be remitted directly to the Association, the Association shall have the right to terminate the lease and evict the tenant..."

6.8.7 Priority of Liens. "... Any lease of a Lot shall be subordinate and inferior to the lien of the Association, regardless of when the lease was executed."

II. BOARD ESTABLISHED POLICIES AND PROCEDURES:

- A. All leases of any residences must be in writing, even if no rent or other consideration is involved, and specifically subject to the Declarations, Articles, Bylaws, and Rules and Regulations of Gladiolus Preserve HOA. Owners shall provide the association with a copy of the proposed lease and a fully completed application for approval of the lease not less than 30 days prior to the effective date of the lease. If the owner and his family who permanently reside with him are not occupying the premises, then any occupancy shall be considered a lease whether or not the occupants are paying rent, and shall be subject to provisions pertaining to leases as set forth elsewhere herein, except that the owner may permit his home to be occupied without compliance with the provisions pertaining to leasing under the following circumstances and limitations:

1. Any person who is the grandparent, parent, or child of the owner or the owner's spouse, if any, may occupy the premises in the absence of the owner.



Leasing Rules, Policies & Procedures

Page 2 of 6 (GPHOA 20161116)

- B. There shall be no occupancy by any tenant until approval of the lease has been completed by the Gladiolus Preserve HOA Board of Directors. Failure to comply may cause the lease to be void, the owner fined and the tenants evicted at the expense of the owner.
- C. Owner must be current of all fines, HOA fees, and assessments or the lease will be denied.
- D. Criminal background checks will be performed on all occupants over the age of 18. The cost of the criminal background checks will be in addition to the \$75.00 lease application fee. Any additional occupants that enter the rental unit after the lease is approved by the Gladiolus Preserve HOA are subject to background checks and approval by the HOA. Owner must notify the HOA and pay for any background checks of any additional occupants. Any tenant sublet must comply with the Leasing Rules, Policies and Procedures.
- E. All occupants, including children of all ages, must be listed on the lease approval application.
- F. The maximum duration of any lease shall be one year. Tenants that are renting in Gladiolus Preserve, once their lease expires, cannot be changed to a month to month lease. All renewals must be approved by the Gladiolus Preserve HOA.
- G. A proposed lease may only be disapproved for good cause. Appropriate good cause for disapproval shall include, but not be limited to the following:
 - 1. The owner is delinquent in payment of assessments, HOA fees, or fines at the time the application is considered.
 - 2. The prospective lessee or any proposed occupants have been convicted of a felony involving violence to persons or property, or are registered as a sexual predator and/or offender, or a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude.
 - 3. The prospective lessee or any proposed occupants have a history of conduct that evidences disregard for the rights and property of others.
 - 4. The prospective lessee or any proposed occupants have, during previous occupancy, evidenced an attitude of disregard of Association rules
 - 5. The prospective lessee or any proposed occupants have given false or incomplete information to the Board as part of the application procedure.
- H. If two written complaints regarding the tenants and/or tenants pets are submitted and approved by the HOA Board as being nuisances, the owner shall be notified by the Gladiolus Preserve HOA and will be subject to a fine and the tenant shall be subject to eviction.
- I. In the event that an Owner is forty-five (45) days in default in the payment of assessments or other sums due and owing to Gladiolus Preserve, the Association shall have the right and authority to collect the rent to be paid by the tenant. In the event such Tenant fails to remit said rent directly to the Association within ten (10) days from the day the association notified such Tenant in writing that the rents must be remitted directly to the association, but no later than the day the next rental payment is due, the Association shall have the right to terminate the lease and evict the tenant, passing costs of such actions onto the owner. All sums received from the Tenant shall be applied to the Owner's account for the leased Property according to the priority established in Section 720.3085, Florida Statutes, until the Owner's account is current.



Leasing Rules, Policies & Procedures

Page 3 of 6 (GPHOA 20161116)

- J. Tenant at all times shall not disturb surrounding residents or the peaceful and quiet enjoyment of the premises or surrounding premises.
- K. The Gladiolus Preserve HOA may file suit to evict tenants in its own name and without consent of the owner in the event that any lessee violates the provisions of the Declarations or Rules and Regulations of the Association. In such cases the owner and lessee shall be jointly and severally liable for all attorney's fees and costs, including those incurred prior to the filing of the suit.
- L. Owner must provide and lessee must acknowledge the receipt of, in writing, a copy of the Covenants, Bylaws, and Rules and Regulations of Gladiolus Preserve. Owner is responsible for tenants being in compliance with all of the above.
- M. Tenants are not allowed to operate any type of business from the premises.
- N. No more than two domestic pets are allowed.



Leasing Rules, Policies & Procedures

Application to Lease Page 4 of 6 (GPHOA 20161116)

Sandcastle Property Management 16266 San Carlos Blvd, Suite 10, Fort Myers, FL 33908

Phone: 239-466-3330 Email: administrator@sandcastlepmb.com Website: www.sandcastlepmb.com

To: The Board of Directors of Gladiolus Preserve Homeowners' Association, Inc.

Subj: I (We) hereby notify the association of our request to lease (enter applicant names & the property address)

_____ for a period of (1 year OR number of days)_____, beginning date_____, ending date _____.

Minimum lease term is 180 days - Maximum lease term is 1 year - Month-to-Month is not allowed

Required Documents: *(All documents must be submitted at least 15 days prior to the beginning of the lease)*

- _____ Copy of your tenant lease agreement
- _____ Completed GPHOA Application to Lease
- _____ Completed GPHOA Disclosure Consent Form - **Required for all occupants over the age of 18**
- _____ \$30.00 **per person** background check fee made payable to **Gladiolus Preserve - Required for all occupants over the age of 18**
- _____ \$75.00 application processing fee made payable to Sandcastle Property Management
- _____ \$25.00 for a copy of the Welcome Home Information Package *aka 'The Book'*, made payable to Sandcastle Property Management.

Please Type or Print

1. Full name of applicant(s): _____

Address: _____

Phone #'s: Home _____ Work _____ Mobile _____

2. Name of Real Estate Agent: _____

Real Estate Company: _____

Address: _____

Phone # _____ Fax # _____

3. Who will be occupying the unit regularly?

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



Leasing Rules, Policies & Procedures

Disclosure Consent Form

Page 6 of 6 (GPHOA 20161116)

Sandcastle Property Management 16266 San Carlos Blvd, Suite 10, Fort Myers, FL 33908
Phone: 239-466-3330 Email: administrator@sandcastlepmb.com Website: www.sandcastlepmb.com

To: The Board of Directors of Gladiolus Preserve Homeowners' Association, Inc.
Subj: Disclosure Consent Form – ***(A separate form is required for each & every occupant over the age of 18)***

PRINT ALL INFORMATION LEGIBLY

Full Name SSN

Any Other Names You Have Used DOB

Street Address

City State Zip Code

Driver's License Number State Expiration Date

I hereby give consent for an investigative consumer report to be prepared on me, which may include information about me obtained from Law Enforcement Agencies, State Agencies, as well as Public Records information such as credit reports, social security information, criminal history information, motor vehicle records and workers' compensation records, such as are allowed by law and In accordance with the Americans With Disabilities Act.

Signature Date

Witness Signature Date