

# Short-term Rental Agreement

*The first and last pages of this application along with a Temporary Parking Registration form must be submitted by the short-term renter upon arrival to register for a temporary parking permit.*

**This is not a lease. It is the owners responsibility to provide a lease for their Short-term Renter of less than six (6) months.**

*A lease must be submitted to the Punta Rassa Administrative Office BY THE UNIT OWNER 14 days prior to renter's arrival.*

Date: \_\_\_/\_\_\_/\_\_\_\_\_

I/We \_\_\_\_\_, the owner of unit \_\_\_\_\_ in building \_\_\_\_\_ desire to rent to:

Tenant Name(s): \_\_\_\_\_

Tenant Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Tenant Telephone Number (Home): (\_\_\_\_\_) \_\_\_\_\_-\_\_\_\_\_

Tenant Secondary Telephone Number (Cell): (\_\_\_\_\_) \_\_\_\_\_-\_\_\_\_\_

Tenant Email Address: \_\_\_\_\_

Renter must register vehicle at the Punta Rassa Administrative Office

Date of Occupancy: \_\_\_/\_\_\_/\_\_\_\_\_ to \_\_\_/\_\_\_/\_\_\_\_\_

It is understood and agreed that I am required to provide the attached rules and regulation to my tenant(s). I/We \_\_\_\_\_ have read the following Section 15, 15.1, and 15.2 of the Declaration. These sections of the Punta Rassa Association Documents will be rigidly enforced.

Owner(s) Signature: \_\_\_\_\_/\_\_\_\_\_

Please note: Tenants failure to comply with any provisions of the Association Documents and Rules and Regulations may result in restricted use of the common elements, fine, and/or eviction.

## Punta Rassa Condominium Association

### Rules, Regulations and Guidelines

Disposition of garbage and trash shall be only by the use of garbage disposal units and trash chutes on each floor by the elevator or by the use of receptacles supplied by the Association. All trash must be securely tied in plastic bags. Articles that do not fit in the trash chutes will be placed in the dumpsters on the ground floor. Local regulations require that we recycle. Recyclable glass, plastic, paper and metals may be placed in the designated special containers located adjacent to the trash room on the ground floor.

NO smoking in the elevators and on the walkways. Common walks, elevators, hall-walks and other common areas shall not be obstructed with any plants, furniture, statues, etc., littered, defaced or misused in any manner and the balconies, porches, side porches may not contain materials that can become missiles of destruction during high winds associated with thunder storms or hurricanes. If the unit is seasonal nothing can be left on the side porches and terraces. Stairways shall be used only for the purposes intended.

No owner/guest shall make or permit any disturbing noises or improper, immoral or offensive use of the premises whether made by himself, his family, friends, servants, or lessees, nor permit anything to be done by such persons that will interfere with the rights and comforts of other residents, such as noise levels of television sets, radios, record players and social gatherings shall not be annoying to other whether occurring during the day or night on any property within the condominium boundaries.

No open flame cooking or open flame heating of any kinds is allowed on porches, balconies or walkways. Grills are provided near the gazebo at the swimming pool (read rules before utilizing barbecues).

The activities and behavior of all children when upon the condominium property shall be regulated by an adult.

### FISHING PIER, OCTAGON DOCK & LONG DOCK RULES

Closed from 10:00 PM to 6:00 AM

No unsafe activities, bare feet, loud noise or horseplay

NO pets or harassment of birds and wildlife

No children without an adult

Fish cleaning is restricted to the "fish cleaning" table on the Fishing Pier in front of Building 3

Closed during lightning storms and severe weather

Owner/Renter Copy

## POOL, AND SPA RULES

NO smoking in the cabana, pool, and spa area.

No glass containers permitted in Pool and Spa area

No diving

No running or horseplay on the pool deck

No food or beverages allowed at the pool or spa within five feet of the pools edge

No radio or television without earplugs

No rafts, Frisbees or balls

No child under 12 without an adult over 18 years of age or older

Non toilet trained children are NOT permitted in the pool or spa without rubber pants. No disposable diapers are allowed in the pool or spa.

Swim suits are required. No cut offs

Lounge chairs cannot be reserved

Towels shall be used on lounge chairs

REGULAR Pool and Spa hours 8:00 AM to 10:00 PM

SPECIAL Adult periods only 8:00 AM to 9:00 AM and 5:00 PM to 6:00 PM

No lifeguard on duty. Use pool at your own risk

Shower before entering the pool or spa

## GAZEBO GATHERINGS

Requests to utilize the Gazebo area for personal functions must be made at least seven working days in advance. Other rules apply - contact the Administrative Office for more information.

Read rules before utilizing BBQ's.

## PARKING AND TOWING RULES

All vehicles parked on Association property overnight or longer shall at all times display a valid parking permit issues by the Association property manager.

Vehicles with a parking permit for a specific building shall not park in the designated parking space of another building.

Owner/Renter Copy

## CONDOMINIUM RULES AND REGULATIONS

**13. USE RESTRICTIONS.** Use of the property submitted for condominium ownership shall be in accordance with the following use restrictions and reservations:

**13.1. Occupancy of Units; Single Family Residence.** A condominium unit shall be used only as a single family residence. As used in the Condominium Documents, “single family” means one natural person, a group of two or more natural persons who customarily reside together as a single family housekeeping unit, each of whom is related to each of the others by blood, marriage or adoption, or not more than two persons not so related, who customarily reside together as a single housekeeping unit. No more than five (5) persons may permanently occupy a two (2) bedroom unit. For purposes of these Condominium Documents, “permanently occupy” means to sleep in the unit for more than thirty (30) nights during a calendar year. No unit may be divided or subdivided into a smaller unit nor any portion sold or otherwise transferred. No additional person may occupy a unit as a unit owner, tenant, or family member thereof (i.e. occupy the unit on an overnight basis for more than thirty (30) days in a calendar year) unless said person’s occupancy has been specifically approved by the Association, through the Board of Directors. In considering such requests, the Board may consider factors set forth in Articles 14, 15 and 16 hereof, and may charge a reasonable fee for review of occupancy requests. Visitation by guests are governed by Article 14 of this Declaration of Condominium.

**13.2. Nuisance.** The condominium units shall not be used for any immoral, improper or unlawful purpose and no use or behavior shall be allowed which will create a public or private nuisance, nor which shall unreasonably interfere with the quiet possession or enjoyment of the condominium property, nor which becomes a source of annoyance to the condominium residents. All property shall be kept in a neat and orderly manner. The common elements shall be used for the purpose of furnishing services and facilities as herein provided for the welfare and enjoyment of such residents.

**13.3 Pets.** No pet may be kept or harbored in any apartment by an owner without prior written approval by the Association, acting through its Board of Directors. No pet may be kept or harbored in any apartment by a tenant who leases an apartment for six months or more without prior written permission of the owner or owners and prior written approval by the Association, acting through its Board of Directors. No tenant who leases an apartment for less than six (6) months shall keep or harbor a pet. No pet shall be allowed outside of an apartment unless leashed or carried and under direct control and in the presence of the owner thereof. No tenant, or tenant’s guest, regardless of the lease term, shall be permitted to keep or harbor any pet in an apartment of the Association nor shall a tenant or tenant’s guest be permitted to have a pet on the Common Elements of any condominium or Association Property except if such occupant has met the requirements of the preceding paragraph. No pet shall be permitted to enter an elevator with other occupants unless such other occupants expressly approve. The Board shall have the right to order the permanent removal of any previously approved pet in the event the pet creates a nuisance or disturbance to other occupants. If legal relief is required to enforce a removal, the violator, tenant and/or owner shall be liable for attorney’s fees, court costs, and any other expenses incurred by the Association.

**13.4. Additional Restrictions.** Attached as Exhibit “D” are the Rules and Regulations, which may be amended from time to time by the Board of Directors. Amendments to the Rules and Regulations may, but need not be, recorded in the Public Records. Additional use restrictions are also contained elsewhere in the Condominium Documents.

**14. GUEST OCCUPANCY.** A “guest” is defined as a person who enters upon the condominium property at the invitation of a unit owner or tenant, (or their respective families) for the purpose of visiting the unit owner or tenant (or their respective families), occupying the condominium unit for less than thirty days during any calendar year (including as a benefit or gift vacation to the guest), or utilizing the Condominium Property. Use or visitation without consideration (payment) distinguishes a guest usage from a tenancy. There are various types of guest uses, which are regulated as follows:

**14.1. Non-Overnight Visitation by Guests When Unit Owner or Tenant is in Residence.** There is no restriction against this type of guest usage, provided that same does not create a nuisance or annoyance to other condominium residents, nor prevent their peaceful enjoyment of the premises. The Association may restrict or prohibit guest visitation by convicted

felons, including by not limited to registered sex offenders and persons who have been convicted of narcotic offences. The Board may adopt rules and regulations requiring registration and approval of non-related guests. Non-overnight guests shall be entitled to use the Condominium facilities only when accompanied by the unit owner or tenant (or an adult resident member of the unit owner's or tenant's family). The Board may establish additional restrictions on non-overnight guest usage of Condominium facilities, such as maximum numbers of guests who may use common facilities, maximum numbers of common facility usages per guest, and the like.

**14.2. Overnight Guests When Unit Owner or Tenant is in Residence.** Unit owners and tenants (and their respective families) may have related or unrelated overnight guests, so long as the unit owner or tenant is in simultaneous residence. The Board may adopt rules and regulations requiring registration and approval of non-related guests. The Association may restrict or prohibit visitation by convicted felons, including by not limited to registered sex offenders and persons who have been convicted of narcotic offenses. Under no circumstances may more than six (6) persons (including the unit owner or tenant, and their families) sleep overnight in a two (2) bedroom unit. Overnight guests' use of Condominium facilities are subject to the same provisions as use of Condominium facilities by Non-Overnight Guests.

**14.3. Non-Overnight Guests in the Absence of the Unit Owner or Tenant.** Unit owners and tenants are not permitted to have non-overnight guests when the unit owner or tenant is absent from the condominium. Unit owners and tenants may have their units inspected by caretakers, family members, etc. However, such individuals shall not be permitted to use Condominium facilities, such as recreational facilities (pool, parking areas, tennis courts, etc.).

**14.4. Overnight Guests in the Absence of the Unit Owner or Tenant.** Tenants are not permitted to have overnight guests (related or non-related) in the absence of the tenants' simultaneous residence. Unit owners are permitted to have overnight guests in the absence of the unit owner subject to the following conditions, and such other rules and regulations as may be deemed necessary by the Board to effectuate the residential, nontransient nature of this Condominium.

**14.4.1. Non-Related Overnight Guests** must be reported to the Manager in advance. The limitation on unit density in Article 14.2 applies. Ten (10) days prior notice to the Association is required.

**14.4.2. Related Overnight Guests** may occupy a unit in the absence of the owner. For the purpose of this clause, "related" means all persons staying in the unit on an overnight basis, in the absence of the owner, who are related to the unit owner or primary occupant (by blood, marriage or adoption) to the following degree: parent, grandparent, child, grandchild, or sibling. The limitation on unit density in Article 14.2 applies. Ten (10) days prior notice to the Association is required.

**14.5. Additional Board Authority.** The Board may promulgate such rules, policies, and procedures as are necessary to implement this Article. In the event that unit owners are suspected of circumventing rental restrictions by receiving consideration for occupancies which are held out as guest occupancies, the Association may require proposed guest occupants to submit proof of familial/relationship, an affidavit as to absence of payment for the right to occupy the premises, and the like.

**15. LEASING.** The lease of a unit is defined as occupancy of the unit by any person other than the unit owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, etc.). The term "leasing" and "renting" shall be used interchangeably for the purpose of this Declaration of Condominium. The term "tenant" and "lessee" shall likewise be used interchangeably. Should a unit owner wish to lease his unit, he shall furnish the Association with a copy of the proposed lease (which shall be in the form promulgated by the Board of Directors) and the name of the proposed lessee, as well as all proposed occupants. The Association has the authority and shall have fourteen (14) days from the receipt of notice within which to approve or disapprove of the proposed lease or proposed lessees or occupants. The Association shall give the unit owner written notice of its decision within said period. Failure to notify the unit owner shall be deemed an approval. No individual rooms may be rented and no transient tenants may be accommodated. "Rent-sharing" and subleasing is prohibited. All leases shall be for a minimum period of thirty (30) consecutive days or one calendar month whichever is less

and for a maximum period of one (1) year. Notwithstanding the foregoing, upon compliance with all of the terms and conditions of this Section 15 and prior approval from the Board of Directors, including submission of a written lease on the form promulgated by the Board of Directors, a unit owner may lease his or her unit for a period of seven (7) consecutive days. However, no unit may be rented for a period of seven (7) days more than once in any thirty (30) day period.

**15.1. Board Right of Approval.** The Board of Directors shall have the authority to approve all leases and renewals or extensions thereof, which authority may be delegated to a committee or agent. No person may occupy a unit as a tenant, family member of a tenant, or otherwise without prior approval of the Board of Directors. The Board shall have the authority to promulgate or require unit owners to use a uniform lease and require such other information from the proposed tenant and all proposed occupants as the Board deems appropriate under the circumstances. The Board may require an interview of any proposed tenant and their spouse, if any, and all proposed occupants of a unit, as a condition for approval.

**15.2. Tenant Conduct, Remedies.** All leases shall be on a uniform form of lease or lease addendum if so promulgated by the Association. Uniform leases, addenda and all other leases will provide or be deemed to provide that the tenants have read and agreed to be bound by the Declaration of Condominium, Articles of Incorporation, By-Laws and Rules and Regulations as the same may be amended from time to time, (the "Condominium Documents"). The uniform lease or addendum and other leases shall further provide or be deemed to provide that any violation of the Condominium Documents shall constitute a material breach of the lease and subject the tenant to eviction as well as any other remedy afforded by the Condominium Documents or Florida law. If a tenant fails to abide by the Condominium Documents, the unit owner(s) shall be responsible for the conduct of the tenant and shall be subject to all remedies set forth in the Condominium Documents and Florida law, without waiver of any remedy available to the Association as to the tenant. The unit owner shall have the duty to bring his tenant's conduct into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the unit owner fails to bring the conduct of the tenant into compliance with the Condominium Documents, the Association shall have the authority to act as agent of the unit owner to undertake whatever action is necessary to abate the tenants' noncompliance with the Condominium Documents, including without limitation the right to institute an action for eviction against the tenant in the name of the Association, or as agent of the unit owner. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the unit owner which shall be secured by a continuing lien in the same manner as assessment charges.

**15.3. Landlord Conduct; Remedies.** A unit owner wishing to lease his unit shall pay or cause to be paid all assessments, regular or special, and all other costs and fees imposed on a unit at all times, including during the term of the lease. In the event that a unit owner becomes delinquent in paying any monetary obligation to the Association, the Association may seek payment directly from a tenant in accordance with Section 718.116(11), Florida Statutes (2010). The Association shall not become a landlord under Chapter 83 of the Florida Statutes by collecting rent from the Tenant, and specifically assumes no duties under Section 83.51, Florida Statutes (2010). Notwithstanding the foregoing, in addition to all other rights, remedies and privileges of the Association under Chapter 718, Florida Statutes (2010), as amended from time to time, the Association may sue for eviction and issue notices in the event that the tenant fails to make required payments to the Association. This Section 15.3 and the provisions of Section 718.116(11) shall be deemed incorporated into any lease, whether or not provided therein.

**15.4 Security Deposit.** The Board of Directors shall have the authority, as a condition of granting approval to a lease or renewal or extension thereof, to require that a prospective lessee or unit owner place a security deposit in an amount not to exceed the equivalent of one month's rent into an escrow account maintained by the Association to protect against damage to the common elements or Association property. Payment of interest, claims against the deposit, refunds and disputes under this paragraph shall be handled in the same fashion as provided in Part II of Chapter 83 of the Florida Statutes (2010) as amended from time to time.

**15.5. Approval Process, Disapproval.** Any unit owner intending to lease his unit shall submit an application and any other requested information and fees at least thirty (30) days in advance of the commencement of the lease or renewal or extension

term. Upon receipt of all information and fees required by Association, the Association shall have the duty to approve or disapprove all proposed leases within thirty (30) days of receipt of such information for approval and the completion of the tenant interview (if required), by sending written notification to the unit owner with such time frame. All requests for approval not acted upon within thirty (30) days shall be deemed approved. Applications for renewals or extensions of lease agreements shall be submitted at least thirty (30) days in advance of the expiration of the lease agreement. If the Association disapproves a proposed lease or renewal or extension, the unit owner shall receive a short statement indicating the reason for the disapproval, and the lease shall not be made, renewed or extended. The Association shall neither have a duty to provide an alternate lessee nor shall it assume any responsibility for the denial of a lease application if any denial is based upon any of the following factors:

**15.5.1.** The person seeking approval (which shall hereinafter include all proposed occupants) has been convicted of a crime involving violence to persons, a crime demonstrating dishonesty or moral turpitude or any felony;

**15.5.2.** The application for approval on its face, facts discovered in connection with the Associations investigation, or the conduct of the applicant, indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the Condominium Documents. By way of example, but not limitation, a tenant taking possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with the Condominium Documents;

**15.5.3.** The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other housing facilities or associations, or by his conduct in this Condominium as a tenant, unit owner or occupant of a unit;

**15.5.4.** The person seeking approval has failed to provide the information, fees or appearances required to process the application in a timely manner;

**15.5.5.** All assessments, fines and other charges against the unit and/or unit owner have not been paid in full.

**15.6.** Liability. The liability of the unit owner under the Condominium Documents shall continue notwithstanding the fact that he may have leased or rented his interest in the unit as provided herein.

**15.7.** Association Fee. The unit owner or lessee seeking approval of a lease of a unit parcel shall pay a transfer fee for each applicant in an amount determined by the Board but not exceeding the maximum permitted by law per transaction. No charge shall be made in connection with an extension or renewal of a lease.

**RENTER'S CERTIFICATION OF COMPLIANCE**

I hereby certify that the information provided is true and correct and is provided solely for the purpose of obtaining personal reference and all information obtained will be held in strict confidence. I realize that any false information may result in denial of lease by the Association or its Agent.

I hereby acknowledge that I have received a copy of the Rules & Regulations, Section 13, 13.1, 13.2, 13.3, 13.4, 14, 14.1, 14.2, 14.3, 14.4, 14.4.1, 14.4.2, 14.5, 15, 15.1, 15.2, 15.3, 15.4, 15.5.1, 15.5.2, 15.5.3, 15.4.4, 15.5.5, 15.6, and 15.7 of the Declaration of Condominium and I understand that violation of these can be cause for a fine, court action or eviction.

Renters Printed Name: \_\_\_\_\_

Renters Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Renters Printed Name: \_\_\_\_\_

Renters Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Unit Owners Printed Name: \_\_\_\_\_

Unit Owners Signature: \_\_\_\_\_

Date: \_\_\_\_\_