

# **SUMMERSTONE**

## **LEASE APPLICATION**

**Summerstone Homeowners Association, Inc. is a deed restricted community.**

**This agreement can be updated/changed at any time, to align with all future community updates which will require new signatures.**

Homes may be leased, licensed, or occupied only in their entirety and no fraction or portion may be rented.

No bed and breakfast facility may be operated out of a Home.

Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a home.

All leases or occupancy agreements of Homes (collectively, "Lease Agreements") are subject to the provisions of the declaration.

All Lease Agreements shall be in writing.

A copy of all Lease Agreements shall be provided to the Association.

No Lease Agreement may be for a term of less than one (1) year, and no Home may be leased more than two (2) times in any calendar year unless otherwise approved by the Association in the case of hardship.

The Lessee, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of the Declaration together with all Rules and Regulations and all policies adopted by the Association.

By acceptance of a deed to a Home, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her Lessee should the Lessee refuse or fail to abide by and adhere to the Declaration, the Rules and Regulations and any other policies adopted by the Association.

Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under the declaration, the Association shall have the right, but not the obligation, to evict such Lessee and the costs of the same shall be charged to the Owner as an Individual Assessment.

All Lease Agreements shall require the Home to be used solely as a private single-family residence. Each leased Home shall be occupied by Lessees, members of the Lessee's family, overnight guests and professional caregivers as a residence and for no other purpose.

During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home.

Each Owner shall collect from their respective Lessee and remit to the Association a security deposit in the amount of Two Hundred and No/100 Dollars (\$200.00), or such other amount as determined by the

Board from time to time, to cover expenses related to the maintenance and repairs of the Home and/or damage caused to the Common Areas by the Lessee, members of the Lessee's family, or the Lessee's guests and invitees. The Association shall be entitled to apply the deposit to any Lessee obligations in connection with the Home, Common Area, or otherwise described in the Declaration; provided, that, the Lessee does not undertake obligations after notice from the Association.

Unless otherwise applied as provided herein, the deposit shall be returned to the Owner upon termination of the lease term after the Association receives notice of such termination.

In the event that the Owner does not comply with the declaration, the Association may charge the deposit to the Owner as an Individual Assessment. Notwithstanding anything to the contrary herein, the leasing of a Home to a Lessee and the collection of the deposit referred to herein from an Owner shall not reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements, or obligations to be performed hereunder.

RV's, commercial vehicles, boats, etc... are NOT allowed on the premises.

**AN OWNER MUST RELINQUISH USER RIGHTS TO THE RECREATIONAL FACILITY(S) IN SUPPORT OF TENANT BY COMPLETING AND RETURNING THE FORM(S) BELOW.**

### Lease Agreement Checklist

\_\_\_\_\_ Lease Application is completed, signed, and dated by both the property owner and all adult occupants/tenants.

\_\_\_\_\_ \$200 Security Deposit check made out to Summerstone Homeowner's Association. Please mail check to 6364 Treiman Blvd., Webster, FL 33597

\_\_\_\_\_ Copy of Current Lease Agreement is included.

**IMPORTANT:** All information, forms, and fees must be submitted at one time.

Summerstone Homeowner Association, Inc.

HOA@firstinpm.com | 813-345-8559  
6364 Treiman Blvd., Webster, FL 33597  
Home Rental Application

Date \_\_\_\_\_

Address of rental property: \_\_\_\_\_

Owner(s) Name: \_\_\_\_\_

Owner Forwarding Mailing Address While Home Being Leased:

\_\_\_\_\_

Owner Home Phone Number: \_\_\_\_\_

Owner Business Phone Number: \_\_\_\_\_

Owner Fax Number \_\_\_\_\_

Owner Email Address \_\_\_\_\_

Length of Rental \_\_\_\_\_ Dates of Rental \_\_\_\_\_ - \_\_\_\_\_

PRIMARY APPLICANT INFORMATION (required for all 18+ years old resident of the property)

Name \_\_\_\_\_

Present Address: \_\_\_\_\_ How Long? \_\_\_\_\_

Previous Address: \_\_\_\_\_ How Long? \_\_\_\_\_

Phone # (H): \_\_\_\_\_ (C): \_\_\_\_\_

Email: \_\_\_\_\_

How many people living in the home? \_\_\_\_\_

How many children in home? \_\_\_\_\_ Ages? \_\_\_\_\_

How many pets in home? \_\_\_\_\_

What Kind? \_\_\_\_\_

APPLICANT INFORMATION (required for all 18+ years old resident of the property)

Name \_\_\_\_\_

Present Address: \_\_\_\_\_ How Long? \_\_\_\_\_

Previous Address: \_\_\_\_\_ How Long? \_\_\_\_\_

Phone # (H): \_\_\_\_\_ (C): \_\_\_\_\_

Email: \_\_\_\_\_

APPLICANT INFORMATION (required for all 18+ years old resident of the property)

Name \_\_\_\_\_

Present Address: \_\_\_\_\_ How Long? \_\_\_\_\_

Previous Address: \_\_\_\_\_ How Long? \_\_\_\_\_

Phone # (H): \_\_\_\_\_ (C): \_\_\_\_\_

Email: \_\_\_\_\_

I understand that as a Lessee, I have received and read a copy of the Rules and Regulations, Covenants, Conditions and Restrictions of the Association and agree to be bound by these Association Documents. I further agree that no exterior modifications to the home or property will be conducted without prior approval of the association. All exterior modifications must be submitted by the owner of the property to the association prior to implementation.

\_\_\_\_\_  
Signature of Owner/Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Lessee

\_\_\_\_\_  
Date

# OWNER RELINQUISHMENT

Effective Date \_\_\_\_\_

Dear Summerstone Manager:

I \_\_\_\_\_ (owner name), owner of \_\_\_\_\_ (property address), relinquish Recreational Facility benefits and rights at Summerstone Community and hereby grant them onto the current tenants \_\_\_\_\_  
\_\_\_\_\_ (names of **all** people living in the home only).

I understand that by agreeing to grant my rights and benefits onto my tenants that I am relinquishing my right to access the Recreational Facility.

Attached is a copy of the current lease for this arrangement.

\_\_\_\_\_  
Signed (owner)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed (owner)

\_\_\_\_\_  
Date