Towns at Lakeside Association, Inc. C/o SunVast Management & Services 321 Interstate Boulevard Sarasota, Florida 34240 941-378-0260 \* Fax 941-378-0322 www.townsatlakesidehoa.com

#### Rental Application

If you are currently leasing or plan to lease your Towns at Lakeside townhome, please be aware that your Board of Directors has adopted the attached additional rules and regulations with respect to the leasing of all homes with the Towns community. Due to the high percentage of rentals and the number of deed restriction violations, the Board believes that a majority of the current tenants are not aware of the policies already contained in the Declaration of Covenants, Conditions, and Restrictions of the Towns at Lakeside ("Declaration").

Effective February 26, 2009, the Association will require that the attached Owner/Tenant HOA Disclosure & Acknowledgement (hereinafter "Disclosure"), Tenant Profile Form (hereinafter "Profile"), and a copy of the lease form be provided to The Towns HOA by mail, e-mail or fax prior to the tenant taking occupancy. Additionally, any owner who already has a lease on their unit shall immediately obtain the signature of their tenant on this Disclosure, and have them complete the Profile and return to the Association. Tenant awareness is very important in order to maintain an orderly, safe and harmonious way of life for all residents of The Towns.

Please recognize that as leases are renewed each year, updated copies of the Disclosure, Profile and lease form must be provided to the HOA each time a new or revised lease is executed, and the tenant(s) must be provided with a copy of the most current Rules and Regulations of the Association. All pertinent HOA documents can be downloaded from the community website at www.townsatlakesidehoa.com.

We ask that you read the attached proposed Disclosure and Profile carefully. You may then download the approved forms and all applicable rules and regulations from the website beginning January 27, 2015 and provide them to your tenants for signature. Should you have any questions or concerns, please contact James Ro, Community Association Manager, at 941-378-0260.

Thank you for your cooperation in this matter.

TOWNS AT LAKESIDE BOARD OF DIRECTORS

# THE TOWNS AT LAKESIDE ASSOCIATION, INC. Please Submit Copy of Lease Along with this Profile

Towns at Lakeside HOA 321 Interstate Blvd. Sarasota, FL 34240 941-378-0260

#### **New Tenant Profile GENERAL INFORMATION:**

1. Address of Unit:
2. Owner's Full Name:
Telephone Number:
3. The unit is being occupied by a tenant (check one)
With a lease ( Please attach a copy to this form)
Without a lease (Month to month)
4. If applicable, lease in name of:
5. Number of Occupants: Adults Children Total
6. Names of all adult tenants:
7. Names of all children and age(s):
8. Number of Pets: Dogs Cats Other (please list below):
NOTE: No more than a total of two dogs, cats or birds can be kept on any lot. Please refer to the HOA Use Restrictions, Article IV, Section 8 (Animals) for all requirements.
9. Occupancy Date/ 10. Term of lease:
11. Number of automobiles to be parked at residence
Make, Model, Color & Tag

	Make, Model, Color & Tag
	Make, Model, Color & Tag
	be parked in either the garage and/or driveway. If the iveway capacity, HOA Rules allow additional is.
12. Has the tenant been provided a copy of:	
The Declaration of Covenants, Conditions and includes the First and Second Amendment, As Yes	d Restrictions of The Towns at Lakeside, which rticles of Incorporation and By-Laws?
The General Rules and Regulations ? Yes	
The Authorized Vehicles, Storage & Parking Yes	Policy ?
13. E-mail address of Owner:	
14. E-mail address of Tenant (If known)	
Please attach a copy of the executed lease with (not their agent) is required.	h this form (if applicable). The owner's signature,
Print Owner's Name:	
Owner's Signature:	Date:
Print Tenant's Name:	Date:
Tenant Signature:	Date:
Date of Execution:	
RETURN THIS FORM TO:	
SunVast Management & Services	
321 Interstate Boulevard	
Sarasota, FL 34240	
941-378-0260 * Fax 941-377-0322	

#### THE TOWNS AT LAKESIDE ASSOCIATION, INC.

# OWNER/TENANT LEASE DISCLOSURE & ACKNOWLEDGEMENT www.townsatlakesidehoa.com

(This policy and procedure is in accordance with the Declarations of Covenants, Conditions and Restrictions of The Towns at Lakeside Plantation Homeowners Association, Article IV, Section 33)

- 1. A tenant shall be defined as anyone occupying a unit for any length of time IF the owner of record and/or spouse is not also occupying the unit, irregardless of whether the owner enters into a lease agreement with said tenant.
- 2. Any owner whose unit is occupied by a tenant shall provide the HOA Management Company with a completed "Disclosure and Profile Application" located elsewhere in this document for approval by the HOA prior to the tenant taking occupancy.
- 3. The premises being occupied by the tenant shall be one entire unit (town home) of the 236-unit Towns of Lakeside Community. The 236 unit owners comprise The Towns at Lakeside Association, Inc., managed by a Board of Directors that oversees and maintains the Common Area, and sets and enforces reasonable rules for the Property. The Board has retained a management company to oversee the day to day operations of the Community.
- 4. No more than one (1) Disclosure and Profile Application shall be approved within a twelvementh period, and no lease shall be for a term of less than 30 days. Applications and leases must be renewed annually, no later than one year after the date of execution on the application. Additionally, sub-leasing without the prior approval of the Association shall be prohibited.
- 5. The rights of the Tenant to use and occupy the home and utilize the common areas shall be subject and subordinate in all respects to the provisions of the Declaration of Covenants, Conditions, and Restrictions of The Towns at Lakeside, and any articles, by-laws, rules, regulations, and restrictions as are from time to time adopted by the Association. The Tenant shall be bound by and subject to all obligations of the Owner under the Declaration.
- 6. The Owner certifies that he has delivered to Tenant, and Tenant hereby acknowledges receipt of, the following documents:
- a. A copy of the Declaration of Covenants, Conditions and Restrictions of The Towns at Lakeside, which includes the First and Second Amendment, Articles of Incorporation and By-Laws;
- b. A copy of the General Rules and Regulations;
- c. A copy of the Authorized Vehicles, Storage & Parking Policy;
- d. A copy of the Tenant Disclosure and Profile Form (which shall be completed and mailed to the Management Company)

- 7. Owner shall be responsible to the Association for compliance by his Tenant with the terms and conditions of the Declaration, By-Laws and any rules and regulations. Owner and Tenant understand that a breach of the Declaration, By-Laws, Rules, or Regulations shall constitute a breach of the lease. The Owner's failure to require the Tenant's compliance with any of the above documents, or any other applicable laws or ordinances, shall result in the Association, at the Owner's expense, enforcing the provisions of these documents against the Tenant and Owner, such enforcement including, but not limited to, fining the Owner and possible mediation, arbitration or court appearance.
- 8. The Owner's failure to pay the annual assessment, or any special or other assessment or fine, or any installment thereof, levied against his or her home/lot may result in legal action against the Owner including garnishment of rent of payments where applicable.
- 9. The Association has the right to change the rules and regulations, policies and procedures at any time, with notice of any changes provided to all Owners. All Owners are responsible for relaying any information to their Tenants.
- 10. Should tenants desire to utilize the CDD facilities, the owner must execute a Property Owner Access Waiver (available at the CDD office or on the Towns website), a copy of the lease (if applicable), and a copy of the Lakeside HOA Tenant Disclosure and Profile form to the CDD office at 2200 Plantation Blvd. Upon submittal of those items, tenants will be issued access codes and passes to the facilities.

Property	
Address:	
Print Owner Name:	
Print Tenant Name(s):	
Owner Signature:	Date:
Tenant Signature:	Date:
Tenant Signature:	Date:

RETURN THIS DISCLOSURE AND PROFILE FORM TO:

SunVast Management & Services 321 Interstate Boulevard Sarasota, FL 34240 941-378-0260 \* Fax 941-377-0322

ADOPTED BY THE BOARD OF DIRECTORS ON FEBRUARY 26, 2009 The Towns at Lakeside Association, 321 Interstate Blvd., Sarasota, FL 34240 Adopted by the Board of Directors on January 26, 2015



### PROPERTY OWNER ACCESS WAIVER

Property owners who rent out their Lakeside Plantation properties are required to register with the HOA/Management Company. Owners renting their property must relinquish all rights to the amenities of Lakeside Plantation. Per Lakeside Plantation restrictions, this access waiver must be signed, or the CDD Office will not grant access to the facilities to the tenants. The CDD asks all property owners to submit the required paperwork through the HOA/Management Company in a timely manner. Tenants will not receive access codes or amenities passes, and will not be permitted to use the Clubhouse amenities until the waiver, data sheet, and supporting documents are returned. Once the paperwork has been signed and submitted, and all necessary steps have been followed, passes will be issued.

Once the tenant has terminated their lease with the owner, passes must be surrendered. If passes are not turned in, a charge of \$5.00 per card will be assessed/billed to the owner.

Please complete the following to waive your right to access the amenities.	
We/I	and
as I	
(address)	
agree to relinquish all access rights to the Clabove property is being leased by	ubhouse and its amenities during the time the
(Print Tenant Name/s)	
Lease Effective Date://L waiver will remain in effect if lease is extend copy of the lease is submitted.)	Lease End Date:/ (This led or renewed by the owner, so long as a new
Term (circle one):Months	Annual
(Signature of Property Owner) (Date)	(Signature of Property Owner) (Date)



#### LIABILITY RELEASE WAIVER

I, the undersigned, jointly and severally, hereby release and discharge the Lakeside Plantation Community Development District ("District"), and/or any of its agents, employees, or assignees from any and all liability, claims, demands, causes of action, loss, damage, or injury to person or property that may result during the use of any equipment, furniture, or facilities/amenities on the premises of Lakeside Plantation; to include the fitness center, swimming pool and deck area, the clubhouse, and all other common areas of the Lakeside Plantation CDD. I understand that the District facilities are being used at my own risk and I take full responsibility for such use.

(Print Name)		(Date)
(Signature)		 (Activity- if applicable)
(Street Address)		RESIDENT/TENANT: <b>YES</b> / <b>NO</b> (circle one)
Names of Children Waiver	is also Covering:	
(Child's Name)	(DOB)	(Signature)

Today's Date:	
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# Lakeside Plantation Clubhouse 2200 Plantation Boulevard North Port, Florida 34289

Telephone: 941-423-5500 Fax: 941-423-5501

lakesideplantation@verizon.net

# RESIDENT DATA FORM

		(First and				
Last Names of all Property Owners)  Name of Tenants or Visitors:  Visitor/Tenant Length of Stay:  Lakeside Plantation Address:						
				Full Time/Yearly OR Part Time/Seasonal (circle one)	Resident Directory: YES / N (circle one)	O
				EMAIL ADDRESS:		
				Phone #:	_ Cell #:	
Phone #:	Cell #:					
Alternate Address:						
(City) (State) (Zip Code)						
Emergency Name/Phone #:						
Other Family Members in Home:	(if Child) Date of Birth					

The above requested information will be used by the Clubhouse Office. We use this information to alert you when your passes are ready and to keep you informed of events and activities. Thank you for your cooperation. (Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.)

### **Authorized Vehicles, Storage & Parking Policies**

Each lot in the Towns has a garage where a motor vehicle is to be parked, per Declarations. A second vehicle is to be parked on the driveway. Some driveways in the community may legally accommodate additional vehicles. Visitor parking pads in the community are to temporarily accommodate visitor parking. There is no entitlement for an owner or tenant to use a visitor vehicle parking pad except after their garage contains a vehicle and the driveway contains all of the vehicles that it can legally accommodate.

The Board desires to ensure that the aesthetics of the community are not diminished by the unsightly parking of vehicles on the grass and Common Areas, that abandoned vehicles are not kept on the property and that commercial vehicles are not parked in the property in violation of the deed restrictions. Of greater importance, the Board is concerned about the safety of the community to prevent illegal street parking which impedes the safe passage of vehicles throughout the community.

The authority to establish policies regarding the enforcement of parking is created in the Articles of Incorporation, Article IV(h). AUTHORIZED PARKING AND MOTORIZED VEHICLES

- (a) Except as hereinafter expressly provided, no boat, boat trailer, camper, mobile home, travel trailer, trailer of any type, or bus shall be permitted to remain on any lot or street within the property. All motor vehicles permitted to be on a lot must park at all times on pavement (in the garage, on the driveway or parking pad) and shall not park on the grass or non-paved area of the lot.
- (b) No non-licensed and/or off-road vehicle such as ATV (all terrain vehicles) three-wheeled or four-wheeled ATV, go-cart, golf cart or the like, may be operated within the property or permitted to be parked or stored on any lot.
- (c) A 'commercial vehicle' is a sports utility vehicle, truck, motor home, bus or van of greater than three-quarter (3/4) ton capacity which may have a sign displayed on any part thereof advertising any kind of business or within which any commercial materials and/or tools are visible. Commercial vehicles shall not be parked or stored within the property unless parked/stored in a garage, per Declaration of Covenants. Date Implemented:
  \_\_/\_/\_ Approval: \_\_\_\_\_\_\_ (President)
- (d) Townhome owners or their tenants are provided with at least two parking places for motor vehicles one vehicle must be parked in the garage when not in use, per Declaration of Covenants and a second vehicle may be parked on the driveway. A few townhome driveways can accommodate additional vehicles (without illegally being parked across the sidewalk).
- (e) There shall be no parking on or over any grass, landscaped area, sidewalks or any portion of a lot or Common Area. At no time shall any vehicle block access to a trash receptacle, mail kiosk, fire hydrant or Common Area. Parking shall only be permitted

within designated parking spaces lying within Common Areas. The Association has the sole, full and complete control over the use of Common Areas for parking and other purposes.

(f) Any commercial, recreational or other vehicle parked, stored, repaired, serviced, painted, dismantled, rebuilt, constructed or operated in violation of the restrictions provided in this section or in violation of any reasonable rules and regulations adopted by the Association from time to time may be towed away or otherwise removed by or at the request of the Association. The owner of the lot or dwelling unit to whom such vehicle belongs or to whom the operator of such vehicle is a family member, guest or invitee shall reimburse the Association for any costs incurred by the Association and the Association shall have a lien right against such lot or dwelling unit to enforce collection of such reimbursement. Any cost or expense necessary to recover the towed or removed vehicle shall be borne by the owner or operator of the towed or removed vehicle.

The Board hereby adopts the following rules, regulations and procedures in addition to those already contained in the Declaration of Covenants: All vehicles in the Towns community and on property will be subject to the following policies:

- (a) Speed Limit 20 MPH and towing notice signs will be posted at both entries of Jonah Drive. In accordance with the City of North Port Ordinance, there is no parking in any street at any time, and all vehicles parked in the street are subject to ticketing by the City of North Port. Further, in accordance with the Declaration of Covenants, there is no parking on any Common Area (other than designated overflow parking spaces) or grassy areas within the community at any time.
- (b) When parking becomes a matter of concern for safety in the community, at the Board's discretion, the Board may hire the services of security, law enforcement or towing company to assist in the enforcement of this parking policy and will be considered an agent of the Association.

(c) The management	company shall ensure that the Property is properly posted at al
times for towing in a	ecordance with current Florida Statutes. Date Implemented:
// Approval: _	(President)

- (d) It will be the responsibility of the vehicle owner to pay the fees necessary to recover the vehicle from the towing company. The Association, Board or Committee members, designee, management company representative or agent will not be responsible collectively or individually for any damage caused to a vehicle while being towed or stored.
- (e) All vehicles travelling in excess of the posted speed limit on the community streets are subject to ticketing by the City of North Port.
- (f) Inoperable vehicles are not permitted to be stored, parked or have repairs performed, i.e., motor overhauls, oil changes, transmission repairs, etc., done on any lot or common

area of the community. Vehicles which are inoperable due to a flat tire or dead battery shall be permitted to be repaired/replaced on-site and shall be given 48 hours to make the necessary repairs.

- (g) The Board reserves the right to adopt at a later date additional rules and regulations as deemed appropriate. Such rules may include, but shall not be limited to, restrictions and policies regarding the use of common area overflow parking spaces by owners and guests.
- (h) In the event any owner/resident needs additional parking, they may request permission from the CDD office at the Clubhouse to park in the Clubhouse parking lot.

I HAVE BEEN PROVIDED AND I HAVE READ THE RULES & REGULATIONS, ALL THE ABOVE STATEMENTS AND ALL DOCUMENTS PERTAINING THERE TO AND AGREE TO ABIDE BY THEM.

DATE AND SIGNATURE OF APPLICANT(S)	
DATE:	DATE:
SIGNATURE:	SIGNATURE:
PRINTED NAME:	PRINTED NAME: