

**Burns Court Villas
Condominium Association, Inc.**

C/O Progressive Community Management
3701 South Osprey Avenue
Sarasota, FL 34239

**Application for Approval of
Sale or Lease**

Return this application to the above address with a non-refundable \$100.00 application fee payable to Burns Court Villas Condominium Association, Inc.

The undersigned proposes to purchase Burns Court Villas Condominium Unit No. _____

Closing Date: _____ Real Estate Agent: _____ Phone: _____

The undersigned proposes to lease Burns Court Villas Condominium Unit No. _____

Lease period From _____ To _____

Owner Signature _____ Date: _____

Applicant

Co-Applicant

Name: _____

Name: _____

SSN: _____ DOB: _____

SSN: _____ DOB: _____

Drivers Lisc: _____ ST: _____

Drivers Lisc: _____ ST: _____

Address: _____

Address: _____

City, State, Zip _____

City, State, Zip: _____

Phone #: _____

Phone #: _____

E-Mail Address: _____

E-Mail Address: _____

Personal Reference: _____ Phone Number: _____

Personal Reference: _____ Phone Number: _____

Other Occupants:

Name: _____ Age: _____ Relationship: _____

Pets: (Please review Pet Policy in Rules and Regulations)

Number: _____ Type: _____ Weight: _____

Vehicle Information:

Make: _____ Model: _____ Year: _____ Tag: _____ State: _____

Make: _____ Model: _____ Year: _____ Tag: _____ State: _____

I (we) have received and read a copy of the Rules and Regulations and General Information of the Burns Court Villas Condominium Association and understand my responsibilities as a lessee. I (we) agree to abide by the provisions of said documents.

Signature of Applicant Date signed: _____

Signature of Applicant Date signed: _____

AUTHORIZATION FOR VERIFICATION OF INFORMATION FOR CREDIT REPORT, PUBLIC RECORDS, RENTAL OR LEASE HISTORY AND EMPLOYMENT VERIFICATION.

This application must be received 14 days prior to the closing date or rental move in.

I do hereby authorize with my (our) signature(s) the release of public records, credit report, rental or lease information and employment verification, whether by fax, verbal, photocopy or original signature, to Burns Court Villas Condominium Association Inc. Board of Directors and all its members now and in the future.

I agree to hold harmless Burns Court Villas Condominium Association Inc. Board of Directors, and Progressive Community Management and all providers of information on the prospective owner(s) stated above. In the event that the information provided by me (us) is found to be misleading and/or false my acceptance for this purchase or lease, whether determination is made before or after, may be affected.

Date _____ Signature of Applicant _____

Date _____ Signature of Co-Applicant _____

Action of Board of Directors:

- Approved
- Not Approved** **Date:** _____

Director or Authorized Agent: _____

Burns Court Villas Association
Rules and Regulations
Approved

Access To Homes and to Limited Common Areas

Each Owner must supply Progressive Community Management with a key or set of keys, and code for alarms as to the home. Screen doors should be left unlocked in the occupant(s)' absence. In the case of any emergency originating in or threatening any unit or the occupants thereof, The Board of Directors of the Association or any person authorized by it or by Progressive Community Management Inc., shall have the right to enter the home for maintenance, repair or replacement necessary to limit, obviate or prevent damage to the unit or to another unit or units, or to attend to such other emergency as shall be presented.

Common Elements

Sidewalks, walkways, stairways and other common elements of access or travel may not be obstructed by personal items of an Owner or Renter in such manner as shall prevent safe & reasonable passage. Owners and their Tenants are expected to clean up and remove any towels, trash, cigarette and cigar ends, paper or other detritus resulting from their use of the Common Elements.

Owners must recognize and accept responsibility for any damage to buildings, grounds or common elements caused by an Owner's or Tenant's mover, or by such Tenant moving in or out of the property.

Owners, lessees, guests or other occupants:

May not paint or otherwise change the appearance of any exterior surface or element.

May not hang laundry, garments, towels, floor mats, rugs, carpets or other objects from any balconies, terraces or other area visible from outside the home.

May not place any personal furniture in the Common Area gardens or pool.

May not erect or attach any signs or extra lighting to any part of the exterior surfaces or windows of the property.

May not attach non-approved screen doors or other exterior elements.

May not store or place fuel-powered boats or engines in the garages or storage areas.

Common Facilities

The Common Facilities of the Association are for the exclusive use of Owners, their guests and Lessees. In the event a unit is rented, the Tenant's family and occasional guests may use the facilities to the exclusion of the Owner of the unit and his/her family. Persons occupying a unit owned by multiple or corporate owners shall be entitled to use such facilities during the period of such residence to the exclusion of the other multiple owners or corporate owners or their invitees. No guest, relative of an Owner or Lessee may use the facilities unless in actual residence or accompanied by an Owner or Lessee.

Occupancy

No unit shall be used for any purpose other than as a "single family residence". Owners are directly responsible for assuring that Lessees, guests and family members comply with all Association Rules and adhere to the conditions governing rentals hereinafter set forth.

For the purposes of these Rules, occupancy of a unit by a person or persons in the absence of the Owner, except for immediate family members, shall be deemed a lease and shall be subject to the Rules regarding leases.

No Owner shall lease less than an entire unit, or for less than 6 months, or lease a unit more than a maximum of two (2) rentals per year, *including* a maximum of one (1) 3-month rental *as an exception and only* with Board Approval in each calendar year. Lessees may not allow guests to occupy a leased unit in their absence. Sub-leasing is strictly forbidden.

Each unit owner shall be obligated to provide the Association with advance notice of any contract for the conveyance of a unit. Such notice shall be given within a reasonable time after entering into a contract for sale of their unit, but not less than thirty (30) days prior to closing title. Notice shall go to Association Manager. Such notice shall include the unit being sold, the date that transfer is projected to occur, the name and address of the seller's attorney, the name, address and age of the purchasers and the name and address of their attorney and the name and address of the mortgagee.

Each unit owner will be assessed an administrative charge in the amount of \$75 or such other amount as set by resolution of the Board to offset the cost of processing the information relative to the transfer. The administrative charge shall be paid at the closing by the Seller. Any assessment, costs or other charges not completely paid at the time of closing must be acknowledged in writing by either the buyer or the seller as to their responsibility for full payment. Any sums not paid shall be the joint and several obligation of the seller and the buyer.

Leases shall not automatically renew at the end of any lease term. No owner may lease less than an entire unit and the unit may only be used for normal residential purposes as provided for in the governing documents.

Any owner who leases any unit shall, at least fifteen (15) days prior to the commencement of such lease, supply to the Association the name of each such tenant, the term of such lease, a copy of the lease and the completed lease rider attached hereto as Exhibit A.

Each unit owner will be assessed an administrative charge in the amount of \$35 for the initial filing of a lease and \$15 upon renewal with same tenants, or such other amount as set by

resolution of the Board for each new lease to be paid at the time the new lease is submitted to the Board in compliance with this regulation.

When a unit owner rents or leases to two (2) unrelated persons, each person must sign the lease and lease rider. If any person shall move out of the unit prior to the completion of the rental period, the unit owner must have the new tenant(s) submit a new lease rider and lease. The Board may issue waivers from this requirement only on a showing of exceptional cause. If the number of occupants living in a unit differs from that stated in the lease/lease rider, the tenant will be deemed in breach of his lease and subject to eviction.

Each unit owner shall inform his prospective tenant(s) that the tenant(s) are obligated to abide by the governing documents and rules and regulations of the Association, and the unit owner(s) shall provide copies of same to each tenant(s).

If the unit owner is in arrears of his or her assessments, fines or other charges, the Association may request that the tenant make payment to the Association of its rent and that the Association will apply same to the unit owner's outstanding balance. Failure of the tenants to make such payment to the Association, when requested, will be a violation of these rules and regulations and subject to the remedies set forth herein. Should the Association be required to receive rents pursuant to this paragraph, the unit owner shall be assessed a \$50 processing fee per month.

There will be an additional \$25 charge plus postage assessed to the unit owner to defray the copying costs, if a copy of the governing documents must be provided by management. Failure to comply with this regulation concerning the transfer or lease of units shall result in the imposition of penalties in accordance with the governing documents. In addition, the Board may exercise all of its rights permitted by law. The regulation may be recorded as an addendum to the Association's By-Laws and shall be marginally notated on the said Master Deed so that record notice is provided to the owners and prospective owners of units of this regulation.

I have received and read a copy of the Rules and Regulations and General Information of the Burns Court Villas Condominium Association and understand my responsibilities as an owner. I agree to abide by the provisions of said documents.

Date signed: _____

Signature of Applicant for Purchase

Phone Number

BURNS COURT VILLAS

REGULATION ON LEASE OF UNITS

LEASE RIDER

THIS RIDER to the Lease between _____ (hereinafter "landlord"/
Unit owner") and _____ (hereinafter "tenant(s)") is entered
into this _____ day of _____ 20____

IT IS HEREBY AGREED to as follows:

LEASE SUBJECT TO ASSOCIATION GOVERNING DOCUMENTS. The provisions of the Association's governing documents, including the Master Deed, By-Laws and Rules and Regulations of the Association, constitute material provisions of this Lease and are incorporated by reference in this Lease. If any provisions of the Lease are not consistent with the Association's governing documents, the governing documents will control.

VIOLATION OF GOVERNING DOCUMENTS IS GROUNDS FOR EVICTION. Failure to comply with the Association's governing documents as defined in the preceding paragraph constitutes a material breach of this Lease and shall be grounds for eviction. In the event that the Tenant violates a provision of the governing documents, the Association shall notify Tenant and Landlord in writing. If after Fifteen (15) days Tenant continues to violate the governing documents; the Landlord shall have the obligation to commence eviction proceedings against the Tenant. If the Landlord fails to commence eviction proceedings against the Tenant, the matter shall be forwarded to the Association's attorney and the Association's attorney shall notify the Tenant and Landlord in writing by certified and regular mail that if there is not compliance with the Association's governing documents within Fifteen (15) days of receipt of said notice, the Association shall have the right to commence eviction proceedings in the name of the Landlord against the Tenant. The Landlord will be responsible for all legal fees and costs the Association incurs as a result of instituting such proceedings.

NO SUBLET. The Tenant shall not sublet all or part of the unit being leased without prior written consent of the Association.

FAILURE OF UNIT OWNER TO PAY ASSOCIATION DUES. If a unit owner is in arrears of his/her common assessments or other fines and assessments, their tenant(s) will not be permitted access to the pool and/or use of the Common Elements of the Association until such time that all outstanding balances due and owing to the Association have been paid in full. In the event a unit owner falls into arrearage with respect to his/her common assessments, fines or other sums due, the Tenant(s) hereby

agree(s) and the Unit Owner hereby authorizes the Tenant to turnover their monthly rental payment to the Association, said payment will be applied to the unit owner's outstanding balance. A \$50 administration fee will be assessed to the Unit Owner's account for each month that the rent is paid to the Association. A copy of this request for payment will be sent to the Landlord via regular mail to his/her unit address or such other address as the Landlord may specify. Any surplus will be returned to the unit owner. Failure of the Tenant to make payment of the rent to the Association will be a violation of these Rules and Regulations and subject to the remedial action set forth herein, including but not limited to termination of the lease and eviction.

FULL AGREEMENT. The parties have read this Addendum. It contains, together with the lease, their full agreement. It may not be changed except in writing, signed by the Landlord and the Tenant and approved in writing by the Association. In the event there is a conflict in the terms of the lease and the terms of this Addendum, the language contained in this Addendum shall control.

The following individuals will be occupying the unit:

Name: _____ Age: _____ Relationship: _____

IF PERSONS OTHER THAN THOSE LISTED ABOVE OCCUPY THE UNIT THE TENANT WILL BE IN VIOLATION OF THIS LEASE AND SUBJECT TO EVICTION.