

EMERSON SQUARE COMMUNITY ASSOCIATION APPLICATION FOR LEASE

C/O Vesta Property Services
27180 Bay Landing Drive, Suite 4
Bonita Springs, FL 34135

PLEASE NOTE: SUB-APPROVAL IS REQUIRED PRIOR TO OCCUPANCY OF ANY RESIDENCE. PLEASE CONTACT YOUR INDIVIDUAL HOMEOWNERS ASSOCIATION FOR REQUIREMENTS AND APPLICABLE FEES.

****This Master Application is non-applicable if residence is at Harmony Pointe Condos or Concord Pointe Condos.**

DATE OF APPLICATION: _____

TERM OF LEASE: From: _____ To: _____

PROPERTY ADDRESS OF RENTAL: _____

OWNER'S NAME: _____

EMAIL: _____

****SINGLE FAMILY USE ONLY:**

LESSEE NAME #1: _____

LESSEE NAME #2: _____

PRESENT ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

VEHICLES: (Please Include a Copy of Vehicle Registration)

MAKE & MODEL	LICENSE PLATE NO.	STATE
MAKE & MODEL	LICENSE PLATE NO.	STATE

OTHERS WHO WILL OCCUPY THE HOME:

NAME: _____ RELATIONSHIP: _____ AGE: _____

NAME: _____ RELATIONSHIP: _____ AGE: _____

The undersigned certifies, by signature(s), that the Covenants, Conditions & Restrictions and the Homeowner's Handbook of the Emerson Square Community Association Inc. have been issued and read in their entirety by the lessee and understood before entering into any agreement for the rental of the above RESIDENCE and before the execution of this application form.

In addition, the undersigned certifies by signature(s) that the home shall be for single family use only. No commercial occupancy or activity may be carried on in Emerson Square. A "family" is defined to mean "Any number of persons related by blood, marriage or adoption or not more than two (2) unrelated persons living as a "single housekeeping unit." No portion of the home may be rented and the lease or sale of any home on a timeshare-basis is

PROHIBITED.

All leases shall provide that the Association has the right to terminate the lease upon default by the tenant in observing any of the provisions of the declarations, articles, bylaws, use restrictions, or any of the other agreement document or instruments governing the lots. In the event that the homeowner is delinquent in the payment of his or her assessments, the Association has the right to require such owner's tenant, by written notice to such tenant, to pay directly to the Association the rental fees due for such residence. The Association shall then deduct the delinquent assessments for the residence from the rent and forward the balance of the rent to the owner. The owner hereby appoints the Association as its agent for such purposes.

LESSEE SIGNATURE #1: _____ DATE: _____

LESSEE SIGNATURE#2: _____ DATE: _____

OWNER'S SIGNATURE: _____ DATE: _____

Please forward the following items listed below to Vesta Property Services (**address listed on pg. 1**)

1. Completed Emerson Lease Application.
2. Copy of signed lease agreement.
3. Copy of driver's license/photo
4. \$50.00 NON-REFUNDABLE Application Fee made payable to:
Emerson Square Community Association

EMERSON SQUARE COMMUNITY ASSOCIATION

Addendum to Lease Incorporation of Homeowner Documents into Lease Agreement

References made to a certain Lease by and between the Landlord and the Tenant Indicated below for property located at _____ dated _____ 20__ (the "LEASE")

Lessor and Tenant acknowledge and agree they have read, fully understand and agree to abide by the conditions and restrictions set forth below and those contained in the Declaration of Covenants, Conditions and Restrictions for Emerson Square, the Use Restrictions contained therein and all other properly adopted rules and regulations of the Emerson Square Homeowner's Association, Inc. (the "HOA"), as amended from time to time, and that such conditions and restrictions form an integral part of the Lease, as if more fully set forth therein, and, if breached or violated, shall constitute a breach and default under the lease entitling the HOA to exercise any and all rights and remedies to which the Landlord would be entitled under the Lease and the laws of the State of Florida, including but not limited to the right to commence an eviction proceeding against the Tenant and to exercise any and all other rights and remedies contained in Chapter 83 of Florida Statutes.

These pages summarize some, but not all, of the Rules and Regulations, which are in place at Emerson Community Association. Renters should review all Emerson Square Community Documents.

1. The Property is to be used for single-family residential living and for no other purpose. No trade, business, profession or other type of commercial activity may be conducted on any part thereof.
2. Children shall be closely supervised at all times by an adult to insure that they do not become a source of annoyance to other residents of Emerson Square. Children under the age of 12 are not permitted in Common Areas unless accompanied by an adult. This would include the pool areas, gym, clubhouse, etc. The Board of Directors shall at all times have the authority to reasonably require that the Unit Owner, lessee, guest or other adult who is responsible for a particular child remove him or her from any Common Area or Condominium Common Area if the child's conduct is such that the Board believes this action is necessary.
3. Swimming or bathing in the lakes or water retention areas is prohibited.
4. Pets must be registered and approved by the Board of Directors and according to Association Documents. Pet owners MUST pick-up after their pets. If not, the Association can have the pet removed. Pet Registration Form is included.
5. All Common Areas inside and outside any buildings shall be used for their Intended purposes, and no articles belonging to Unit Owners or their lessee(s) shall be kept therein or thereon, and such areas shall at all times be kept free of obstruction. Corridors must not be obstructed or encumbered or used for any purposes other than ingress and egress to and from the premises.
6. Drying or hanging area for laundry of any kind is prohibited in common areas or on Individual unit owner lots.
7. Garbage cans and recycle bins must be stored after trash and recyclables have been removed.
8. No aerial, antenna, antenna poles, antenna masts, citizen band or amateur band antennas or satellite dish shall be placed or erected upon any Unit or Condo Common Areas or affixed in any manner to the exterior of any building in the Property without the written consent of the Architectural Review Committee.
9. No tents, trailers, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Unit or the Common Areas or Condo Common Areas without the written consent of the Board of Directors.
10. All guests must register with the Community Manager prior to arrival at the Community. Guest parking permits must be hung on the rearview mirror with the date(s) visible from outside of the vehicle. For guests with a car staying overnight, or longer, a guest pass is required. Application forms for a guest and the accessibility of the Community can be obtained from the Community Manager, and should be submitted several days prior to the guest's arrival. Guests should carry guest passes with them at all times, and present them if requested to do so.
11. The following are NOT PERMITTED to be parked outside of garages
 - a) Vans with less than four passenger seating.
 - b) Commercial vehicles.
 - c) Vehicles with signage other than law enforcement and public emergency vehicles.
 - d) Trailers
 - e) Recreational vehicles.
 - f) Vehicles with tires over 33" high or deflated tires.
 - g) Vehicles not in operable condition or considered to be a nuisance.
 - h) Boats.

12. No vehicle may be parked at the side of the streets overnight. Exceptions may be granted by the Board of Directors and will be executed through the Community Manager. Any pass granted by the Board must be displayed on the front dash of the vehicle.
13. Maintenance and repair of vehicles, boats and trailers is prohibited In Common Areas and Condo Common Areas, or any portion of the property except within a closed garage.
14. Garage doors must remain closed except upon entering or exiting the garage.
15. No changes, additions or modifications are permitted without prior approval from the Architectural Review Committee and Board of Directors. This includes, but is not limited to, affixing or hanging of name/address signs, decorations, landscape items etc. on the exterior/outside of any buildings.
16. No sign of any kind shall be displayed to public view on any unit, except the approved signs by the Association.
17. Nothing shall be done to or maintained on any unit which may be or become unsightly or a nuisance to residents in Emerson Square. In the event of a dispute or question as to what may be or become unsightly or a nuisance, such dispute or question shall be submitted in writing to the Board whose decision shall be final.
18. Any curtain, shade, blind or other type of window covering which is visible from the outside must be either white or near-white in color.
19. Leasing or renting of the Unit by the Unit Owners shall be as permitted and subject to the provisions set forth in the Emerson Square Community Documents and subsequent changes/additions. No Unit may be leased for a period of less than thirty (30) days or more than three (3) times per year. No subleasing or assignment of lease rights is allowed unless the sub lessee or subtenants are approved pursuant to the provisions of this section. No individual rooms may be rented and no transient tenants may be accommodated. The Association reserves the right to have lease payments made directly to the Association if a unit owner becomes more than 30 days delinquent in payment of quarterly fees or assessments. A unit owner whose unit is leased may not use the recreation or parking facilities of Emerson Square Community during the lease term.
20. Any damages to the Common Area (Social Room, Fitness Center, Pool Area etc.) will become the sole responsibility of the homeowner. All accessed damages will become part of the HOA assessment. Failure to pay these charges will result in a lien placed on the residence.
21. In any dispute between this document and the HOA documents the HOA documents shall prevail and take precedence.

Use and Storage of Gasoline

No Hibachi, gas fired or charcoal grill may be used or stored on any balcony or under any overhanging portion or within 10 feet of any structure.

The storage of cylinders within a residential building (carriage homes) is restricted.

The storage of cylinders in a single-family home is permitted in attached garages with water capacity and weight limitations. (Ref: Uniform Fire Code).

Regarding the storage of gasoline, the San Carlos Park Fire Protection and Rescue Service District recommends that:

- All gasoline be stored in safety containers
- The individual safety containers should be no more than five (5) gallon and no more than ten(10) gallons total of gasoline be stored.

Trash and Recycling

Trash Containers and Recycling Bins should not be put out until after 6:00PM the night before pick-up. Containers should not be placed on grass where they may interfere with mowing and maintenance.

Cardboard boxes should be broken down. Glass and cans should be rinsed. Receptacles can be obtained from Lee County.

Trash and Recycling Day is every Thursday. Usually on federal holidays the pickup is delayed one day.

TENANT'S SIGNATURE: _____

DATE: _____

TENANT'S SIGNATURE: _____

DATE: _____

HOMEOWNER/LANDLORD SIGNATURE: _____

DATE: _____

HOMEOWNER/LANDLORD SIGNATURE: _____

DATE: _____

ADDENDUM TO LEASING REGULATIONS OF EMERSON SQUARE AND HARMONY POINTE

1. Leasing of Units: In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of Units by Owners shall be restricted as provided in this Section. The ability of a Unit Owner to lease his unit to others is a privilege, not a right. The privilege may be revoked by the Board of Directors if it is abused by the Owner. All leases of Units must be in writing. A Unit Owner may lease only his entire unit, and then only in accordance with this Section, after receiving the approval of the Association. No owner or groups of owners who are affiliates shall, on their own behalf or through any agent, engage in leasing activity with respect to multiple lots at the same time. The lessee must be a natural person.

2. Procedures:
 - (A) Notice by Unit Owner: The Board of Directors or its designee shall have received written notice of such intention to lease his Unit from the Owner at least ten (10) days prior to the first day of occupancy under the lease together with the name and address of the proposed lessee, a fully executed copy of the proposed lease, and such other information as the Board may reasonably require.

 - (B) Term of Lease and Frequency of Leasing: No Unit may be leased for a period of less than thirty (30) days or more than three (3) times per calendar year. The first day of the lease term shall determine the year in which the lease occurs. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted without Board approval. No more than two unrelated individuals may lease a unit. The Board, at its discretion, may approve the same lease for one additional year. A new application, including fees and background checks, must be done every 24 months. No subleasing or assignment of lease rights by the lessee is allowed without Board approval.

Rental Procedures

- (H) Occupancy During Lease Term: No one but the lessee, his family members within the first degree of relationship by blood, adoption or marriage, and spouse, domestic partner, or significant other; and temporary house guests may occupy the Unit. All occupants must be listed on the lease application or have approval through the Guest Entry process.

- (I) Occupancy in Absence of Lessee: If a lessee absents himself from the Unit for any period of time during the lease term, his family within the first degree of relationship already in residence may continue to occupy the Unit and may have house guests subject to all the restrictions aforesaid. If the lessee and all of the family members mentioned in the foregoing sentence are absent, no other person may occupy the Unit.

- (J) Regulation by Association: All of the provisions of the condominium documents and the homeowner's association documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a Unit as a lessee or guest to the same extent as against the Owner. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the condominium and/or home owners association documents designating the Association as the Owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether or not specifically expressed in such agreement.

- (K) Applicability of Community Documents: All leases of Units shall be specifically subject to the community documents, and any failure of the lessee to comply with the community documents shall be deemed a default under the lease. Pursuant to the community documents, the community association may further restrict leasing of units, may require owners to use lease forms approved by the community association and may impose administrative fees, transfer fees and reserve assessments on lease transactions in such amounts as may be reasonably determined by the Board of Directors of the community association.

**EMERSON SQUARE COMMUNITY ASSOCIATION
PET REGISTRATION FORM**

(Please complete one form for each pet)

Date: _____

Resident's / Renter's Name _____

Address: _____

Home phone # _____ Work Phone# _____ Cell Phone# _____

Type of Pet _____ Age: _____

Approximate Weight: _____ Color: _____

Pet Name: _____

Veterinarian's Name _____ Phone#: _____

County License (Tag) # _____

A picture **MUST** be included with this Pet Registration / Approval.

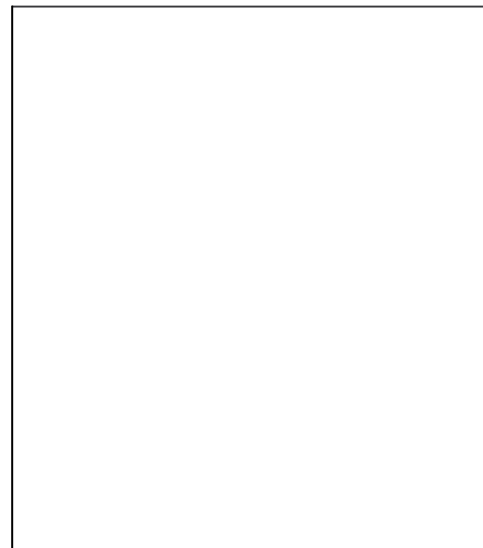
I understand that any falsification of information or failure to register my pet may result in the denial of approval by the Board of Directors.

I further understand that I am fully responsible for the actions of my pet and have read the Rules and Regulations regarding the control and cleanup of my pet.

Name of Owner / Renter (print)

Signature of Owner / Renter

Association Approval / Disapproval (circle one)



EMERSON SQUARE
COMMUNITY ASSOCIATION
RULES & REGULATIONS
FOR COMMON AREAS
AND
IMPORTANT INFORMATION

ACKNOWLEDGEMENT OF RULES & REGULATIONS

SIGNATURE OF APPLICANT/LESSEE

PRINT NAME

SIGNATURE OF APPLICANT/LESSEE

PRINT NAME

DATE

EMERSON SQUARE COMMUNITY ASSOCIATION

FITNESS CENTER RULES AND REGULATIONS

The safety and enjoyment of the members of the Community and the protection of the community's investment are the primary concern in the operation of the Fitness Center. Please remember any damage to the equipment could affect the Association's HOA dues.

Reminder: If we show courtesy and consideration for others in the use of the Fitness center a minimum of guidelines will be needed.

- HOURS are 5:00A.M.- 10:00 P.M. Sunday thru Saturday
- Do not use items of clothing or footwear that could damage the exercise equipment
- Proper attire is required which include shirts and sneakers. Please *NO* bare feet or flip flops
- Children under twelve (12) are not allowed in the Fitness Center with the exception of infants in baby seats
- Young adults between twelve (12)- sixteen (16) must be accompanied by an adult
- Only closed liquid containers are to be used in the Fitness Center
- For sanitary reasons *please* wipe down equipment after each use
- Please be courteous of others and limit your time to *30* minutes per each equipment
- No *PETS* are allowed in the Fitness Center
- No *WET* bathing attire in Fitness Center
- Please clean up after yourself
- Please turn off TV, lights and fans when exiting the Fitness Center

EMERSON SQUARE COMMUNITY ASSOCIATION

POOL / SPA / DECK AREA RULES AND REGULATIONS

The safety and enjoyment of the members of the Community and the protection of the community's investment are the primary concern in the operation of the Pool Area. Please remember any damage to the furniture and equipment could affect the Association's HOA dues.

Reminder: If we show Courtesy and Consideration for others in the use of the Pool Area a minimum of guidelines will be needed.

The pool/spa/deck hours are as follows:

8:00 a.m. to 8:00 p.m. during Daylight Savings Time (2nd Sunday in March to 1st Saturday in November)

9:00 a.m. to 5:00 p.m. during Eastern Standard Time (1st Sunday in November to 2nd Sunday in March)

- Night bathing is not allowed as per: *(Chapter 64-E9 of the Florida Administrative Code and County Ordinance copy of permit is attached)*
- Use of the pool/spa during cleaning and servicing is at your own risk
- Children twelve (12) and under must be accompanied by an adult at all times
- Children over twelve (12) should not swim unless an adult is at home to be notified in the event of an emergency, illness or conduct problem
- Glass and breakable items can be a health and safety hazard and cannot be used in the pool area
- Pets are prohibited in the pool deck area and pool
- *For health and sanitary reasons and to keep suntan lotion and body oils from getting on the furniture, please cover chairs and lounges with towels*
- No food is permitted within three feet of the perimeter of the pool
(Ref. Chapter 64-E9 of the Florida Administrative Code)
- Please use ashtrays. Empty ashtrays and place all trash in the containers provided
- Alcoholic beverages including beer and wine are not allowed in the pool/spa/deck area
- Please use shower in the deck area to wash off suntan lotion/oil before entering pool. Oils will "gum" the tiles and dilute the chemicals

Emerson Square Pool/ Spa / Deck Area Rules and Regulations

- Hair that is longer than shoulder length should be braided or confined in a ponytail or bun. Loose hair cannot be backwashed from the filter and reduces its efficiency
- Swim diapers are required for all children still in diapers
- The spa is not a children's pool. Children under twelve (12) cannot use the spa
- No diving
- No colored chalk in the pool area or any other place
- Proper swimming attire is required
- Running, rough play and excessive splashing in or out of the pool can be dangerous and is not encouraged
- No floatation devices (with the exception of children's life jackets and water wings)
- Upon leaving please fold down umbrellas and return any chairs or lounges that were *moved* during your stay
- Residents must accompany guests at all times. There will be a limit of two (2) guests. Guests are defined as non-immediate family members. A family is defined as: the homeowner, their spouse, domestic partner, or significant other, their children and grandchildren as well as the homeowner's parents. In the event you are going to have more than two guests, please contact the Property Manager for prior approval.
- ***NO ONE*** under any circumstances *should enter* the pool equipment area with the exception of the pool maintenance company

Resident Registration Form

New **Update** **Delete**

Community Name: _____

Owner / Tenant Name: _____ Owner Tenant

Owner / Tenant Name: _____ Owner Tenant

Rental Term: Start Date: _____ End Date: _____

Primary Phone: _____ Alternate Phone: _____

Community Street Address: _____

Email Address: _____

VEHICLE INFORMATION:

Make	Model	State	Plate Number

Gated Communities with an Envera Virtual Gate Guard Kiosk:

Once your form has been processed, a MyEnvera account will be created for you. Your username and password will then be emailed (if provided) or mailed to you. It is required for you to access your account online at www.myenvera.com or through our Smartphone App (available on both Android and iPhone). The Help section will explain the essentials of the system and how you may interact with it. In addition to MyEnvera, you may also schedule guests over the phone by calling Customer Service at (877) 936-8372.

With the information below, Envera will enter your initial visitor list for you, or you may enter it on your own on your MyEnvera account. This list should be used for any and all relatives, house guests or service providers that you expect on a regular basis. Please provide a first & last name or company name in the spaces below.

Permanent Visitor/Vendor list:

The information above will remain confidential and will be used solely for the purpose stated. It is the responsibility of the resident to keep the above information current. Please advise us with any changes, additions or deletions by logging on to your account at www.myenvera.com, or by calling our office (877) 936-8372, by fax (941) 556-0737, or by emailing customerservice@enverasystems.com.

FOR ENVERA USE ONLY:		Credential Type: (F)job (S)ticker (C)ard (MT)Metal Tag			
#1 ()	#2 ()	#3 ()	#4 ()		

