LINDSFORD NEIGHBORHOOD II

HOMEOWNERS ASSOCIATION, INC.

LINDSFORD NEIGHBORHOOD II ASSOCIATION, INC.

Dear Lindsford Homeowner:

If you are currently leasing or plan to lease your Lindsford home, please be aware that your Board of Directors has passed rules and regulations with respect to the leasing of all homes within the Lindsford Neighborhood II. 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 contained in the Declaration of Covenants, Conditions, and Restrictions for Lindsford Neighborhood ("Declaration").

Effective immediately upon adoption by the Board, the Association requires that the attached Owner/Tenant HOA Disclosure (hereinafter "Disclosure") and Tenant Profile Form be provided to the Lindsford Neighborhood II HOA by mail, e-mail or fax <u>prior</u> to tenant taking occupancy. Homeowners are to provide the tenants with a copy of the rules and regulations and documents. Tenant awareness is very important in order to maintain an orderly, safe and harmonious way of life for all residents of Lindsford Neighborhood II.

Please recognize that as leases are renewed each year, updated copies of the disclosure and Tenant Profile Form must be provided to the HOA each time a new or revised lease and Disclosure are executed, and the tenant(s) must be provided with a copy of the most current Rules and Regulations of the Association. There is a \$100 application fee and a \$50 per adult background check fee. The check / money order should be made payable to Pegasus Property Management.

We ask that you read the Disclosure and Tenant Profile Form carefully. Should you have any questions or concerns, please contact Heidi Bower, Community Association Manager, at 239-454-8568 (heidi@pegasuscam.com).

Thank you for your cooperation in this matter.

Sincerely,

LINDSFORD NEIGHBORHOOD II BOARD OF DIRECTORS

LINDSFORD NEIGHBORHOOD II HOMEOWNERS ASSOCIATION, INC.

Owner/Tenant Disclosure & Acknowledgement

In order to keep Lindsford Neighborhood II from becoming a transient community and to assure enforcement of the declaration, the following provisions shall be applied to all leases of homes within Lindsford.

- 1. Any Owner desiring to enter into a lease of their home shall provide a copy of this executed Owner/Tenant Lease Disclosure & Acknowledgement (hereinafter "Disclosure") and Tenant Profile Form (hereinafter "Profile") to the Association upon execution of any lease, and/or no later than 10 business days prior to the date of occupancy by Tenant. The Board has hired Pegasus PropertyManagement to oversee the day to day operations of the community.
- 2. 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 Lindsford Neighborhood II Declaration of Covenants, Conditions and Restrictions, By-laws, Rules, Regulations and Restrictions as are from time to time adopted by the Association.
- 3. The Owner certifies that they have delivered to Tenant, and Tenant hereby acknowledges receipt of, the following documents:
 - a. A copy of the Lindsford II Declaration of Covenants, Conditions and Restriction, and Articles of Incorporation and By-Laws.
 - b. A copy of the Tenant Profile Form (which shall be completed and returned to Pegasus Property Management.
 - c. A copy of this Disclosure (which shall be executed and returned to Pegasus Property Management).
- 4. The Owner shall be responsible to Association for the compliance by their Tenant with the terms and conditions of the Declaration of Covenants, Conditions and Restrictions, By-Laws and the Rules and Regulations. The Owner and Tenant understand that a breach of the community documents shall constitute a breach in the lease. The Owner's failure to require the Tenants 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 provision of these documents against the Tenant and Owner, such enforcement including but not limited to, fining the Owner and mediation, arbitration or court appearance.
- 5. The Owner's failure to pay the Annual Assessment, Special Assessments, or any installment thereof, levied against his or her home may result in suspension of use privileges. The Association may also take legal action against the Owner.

- 6. The Association has the right to change the community documents, procedures and access control to the community and amenities at any time. Notice of any changes shall be provided to all Owners. All Owners are responsible for relaying any information to their Tenants.
- 7. Owner / tenant will be responsible to contact the Master Associations management company, May Management Services 239-262-1396, to add the tenant to the gate entry system and to insure they have access to the amenities. Owner will also be responsible to have tenant removed from the gate entry system after the lease has expired. This is not the responsibility of the Homeowners' Association. This is an Owner responsibility.

Property Address:	
Print Owner Name:	
Owner Signature:	Date:
Print Tenant Name:	
Tenant Signature:	Date:
Print Tenant Name:	

Tenant Signature: _____ Date: _____

Lindsford Neighborhood II Homeowners Association, Inc.

LINDSFORD NEIGHBORHOOD II

HOMEOWNERS ASSOCIATION, INC.

Please Submit Copy of Lease Along with this Profile

New Tenant Profile

GENERAL INFORMATION

	Address of Home being leased:				
	Full Name of Home Owner:				
	Mailing address for Home Owner:				
	Tenant Name(s): # 1				
	Owner's phone number:	or			
	Tenant's phone number at Home:	_	cell:		
	Number of Occupants: Adults Chi	ildren	Total		
	Children's Name(s) and Age(s):				
	Tenant #1 SSN:	Σ	Date of Birth:		
	Tenant #2 SSN:	Σ	Date of Birth:		
	Number/Breed of Pets: Dogs		Cats		
	Other (please list)				
* Cop	by of shot records for each pet must be included Anticipated move-in date:	ded with profil	le form.		
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* Cop	Anticipated move-in date: Term of lease: Automobiles, how many: Make, Model, Color & Tag	ded with profil			
* Cop	Anticipated move-in date: Term of lease: Automobiles, how many: Make, Model, Color & Tag Make, Model, Color & Tag	ded with profil	s and all rules? Y	es No	
* Cop	Anticipated move-in date: Term of lease: Automobiles, how many: Make, Model, Color & Tag Make, Model, Color & Tag Has the tenant been provided a copy of the H	ded with profil	s and all rules? Y	es No	
Please	Anticipated move-in date: Term of lease: Automobiles, how many: Make, Model, Color & Tag Make, Model, Color & Tag Has the tenant been provided a copy of the H E-Mail address of Owner:	IOA documents	and all rules? Y	esNo	-
Please	Anticipated move-in date: Term of lease: Automobiles, how many: Make, Model, Color & Tag Make, Model, Color & Tag Has the tenant been provided a copy of the H E-Mail address of Owner: E-Mail address of Tenant: E-Mail address of Tenant: E-Mail \$100 application fee and \$50 per address of the Automobiles and \$50 per addres	IOA documents	and all rules? Y d check fee paya gn below.	esNo	_