

# **GATEWAY GREENS COMMUNITY ASSOCIATION, INC.**

## **LEASING OF UNIT POLICY**

### **OFFICIAL LEASE APPLICATION FORMS, LEASING GUIDELINES, AND FEES**

*May 20, 2021 (Amended July 20, 2023) (Amended Nov. 21, 2024)*

#### **INTRODUCTION**

The purpose of this amended Policy is to notify Gateway Greens' Property Owners of the latest requirements of the Master Association to lease your single-family home, townhouse, and/or condo units. **These requirements are over and beyond any requirements of the Gateway Greens Neighborhood Associations.** No Tenant may move into Gateway Greens without registering with and submitting to the Property Management Firm, Alliant, the Official Notice of Lease Form, a fully signed copy of this Policy acknowledging compliance with the terms and conditions of leasing in Gateway Greens and submitting the various processing and Membership Fees stated herein.

The Association has developed two (2) distinct Lease Application Forms, attached hereto as Exhibits A and B. The basic or standard Lease Form for "initial" lease applications is Exhibit A. The form for Owners extending or continuously renewing a lease is Exhibit B. As noted, each form is different and must be submitted to Alliant at least fourteen (14) days prior to the Tenant moving into the unit.

For clarification, the Master Association's Lease of Unit Policy and Application is to be submitted to Alliant, the Master Association's Property Management firm. **Gateway Greens Community Association's Master requirements are in addition to any Lease Application as may be required by your Neighborhood Association.**

#### **OFFICIAL NOTICE OF LEASE FORM – MASTER ASSOCIATION**

The Master Association's Official Notice of Lease Forms are attached hereto and may also be found on the Association's website ([www.GatewayGreens.com](http://www.GatewayGreens.com)). This form is in addition to any similar form that may be required by your Neighborhood Association. This form needs to be fully completed, including the Tenant's vehicle information. Only registered Tenants whose name(s) appear on the lease as lessee are entitled to purchase entry transponders, which are deactivated at the end of the lease.

#### **LEASE GUIDELINES**

No dwelling unit may be leased more often than three (3) times in any calendar year, with the first day of occupancy under the lease determining in which year the lease occurs. No lease may be for a period of less than thirty (30) consecutive days. All leases must be in writing. Notice of each lease shall be provided to the Association in writing before occupancy pursuant to the lease begins and the notice shall have such form and content as the Association may prescribe. All leases of units shall be deemed to include a covenant on the part of the lessee to comply with, and be fully bound by, the provisions of the Association's Governing Documents. The term "lease" and "rent" shall be interchangeable.

Per the Gateway Greens' Covenants, there is no limit on the number of days or overnights that family members of an Owner(s) can occupy a home or unit when the Owner(s) is not present. For non-family members of an Owner occupancy of a Home or Unit when the Owner(s) is not present is limited to fourteen (14) days or overnights in any twelve (12) month period. Tenants have no authority to allow their family members or non-family members to be present in the home or unit without the Tenant being present.

For "standard" or "typical" leases, regardless of term, the lease form is attached hereto as Exhibit A. The one-time processing fee paid to Alliant is \$150.00 with no additional fees from Alliant for the processing of any lease renewals for the continuous use of the same unit. The Association's membership fee, payable to GGCA, is \$300.00. For each continuous lease renewal, the Association's fee is \$150.00. All lease application documents and fees shall be submitted fully completed to Alliant a minimum of fourteen (14) days prior to any Tenant move-in.

**Any Owner allowing a Tenant to move-in before having Alliant's lease or renewal application approval will be subject to the Association's fining policy AND the Tenant will be denied ISN transponder use or purchase.**

Nothing may or shall be done on committed property which may be or may become an annoyance or nuisance to any person or to a neighborhood. No obnoxious, unpleasant, unsightly or offensive activity shall be carried on, nor may anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. Owners, family members, resident's guests, lessees, and invitees shall at all times conduct themselves in a proper, peaceful, and orderly manner.

Tenants are allowed to purchase one (1) transponder for each person named on the lease as a lessee. Tenants are not allowed to own or use any portable transponder device. All transponders will be either windshield or headlight type stick-on transponders, which will be deactivated at the end of the lease. Tenants desiring to invite guests and/or vendors will need to coordinate the use of the Owner's ISN account during the lease. To use the ISN app to call-in guests or vendors, the Tenant's phone number must be added to the Owner's account.

No commercial vehicle of any kind shall be permitted to be parked at any dwelling unit for more than four (4) hours unless such vehicle is necessary in the actual construction or repair of a structure, or for ground or landscape maintenance. The term 'commercial vehicle' shall mean any vehicle of any kind (including passenger cars) which from viewing the exterior thereof tends to show any commercial, charitable, institutional (including school or church) non-personal use is made of the vehicle. Visual items which will be indicators of non-personal use include with limitation, markings, logos, signs, license numbers, phone numbers, displays, tools, equipment, ladders, attachments, accessories, apparatus, or items stored thereon.

No motor home, recreational vehicles, or other vehicles with more than four (4) wheels shall be permitted to be parked overnight in the driveway of any dwelling unit unless the same is fully enclosed inside a garage, with the garage door down. At no time are there to be any damaged vehicles, vehicles under repair, or vehicle on block to be parked in the driveway of any dwelling unit, unless the same is fully enclosed inside a garage, with the garage door down. No vehicle shall be used as a domicile or residence, either temporary or permanent.

Nothing shall be permitted to be parked on any roadway between midnight and 6:00 am and at no time, day or night, shall anything be parked on sidewalks. During unit maintenance construction or repair, special written permission can be requested for overnight parking from the Association's Access Control office.

**Only licensed motorized vehicles, motorcycles, go-carts, and mopeds will be permitted to operate on Association roads. Motorized scooters and dirt bikes are not allowed on Association roads. All golf carts and low speed vehicles desiring to use Association roads and cart paths must be registered with the Community Association Manager.**

All garage doors shall remain closed except during ingress and egress to the garage.

Commonly accepted household pets, such as dogs, cats, or other usual and common domesticated animals, may be kept in reasonable numbers, subject to the provisions of the GGCA and Neighborhood Association Declarations. All residents keeping pets are required to adhere at all times to leash laws and other restrictions pertaining to their pets. All persons bringing a pet onto the common areas shall be responsible for immediately removing any solid waste of such pet(s). The GGCA Board of Governors is empowered to order and enforce the removal of any animal or pet which becomes an unreasonable source of annoyance to other residents or in any way causes damage to property. If you are leasing in a Neighborhood Association, you will need to be aware of their requirements regarding pets.

The Association's protective covenants, rules and regulations, shall apply not only to Owners, their family and guests and vendors, but also to any other person occupying the unit under a lease, including their guests and/or vendors. Failure of an Owner to notify any person of the existence of Association Covenants, Rules and Regulations, shall not in any way act to limit or divest the right of the GGCA of enforcement of these provisions against the Owner. In addition, the Owner shall be responsible for any and all violations of these provisions by his/her Tenants, their guests, and vendors.

## **FEES**

As noted above, before a lease can be approved by Alliant, the dwelling unit Owner or Tenant must first pay Alliant the initial \$150.00 processing fee and the initial \$300.00 membership fee to GGCA. For lease renewal, the membership fee to the Association is \$150.00

## **ACKNOWLEDGMENT**

I have read, understand, and will comply with the Notice of Lease forms and the above Lease Guidelines. I have also received from the dwelling unit Owner and/or their Property Manager a copy of the Association's Governing Documents or read these documents on the Gateway Greens website ([www.GatewayGreens.com](http://www.GatewayGreens.com)). I have read and understand these documents and agree to comply with and be fully bound by them as long as I reside within Gateway Greens.

Date: \_\_\_\_\_

Lessee  
Signature(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Lessee  
Printed Name(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **Attachments:**

- Exhibit A: GGCA Notice of Standard Lease of Unit Application Form *or*
- Exhibit B: GGCA Notice of Lease of Unit Renewal Application Form

**GATEWAY GREENS COMMUNITY ASSOCIATION, INC.**

Alliant Property Management LLC  
13831 Vector Ave, Fort Myers, FL 33907  
Ph: (239) 454-1101 ♦ Fax: (239) 454-1147

**GATEWAY GREENS NOTICE OF LEASE FORM**  
**\* \* Exhibit A \* \***

This form must be submitted at least fourteen (14) days prior to the start of any lease.

No tenants may move into Gateway Greens without registering with the Association.

No lease may be for a period of less than thirty (30) consecutive days and more than one (1) year.

No unit may be leased more often than three (3) times in any calendar year.

*Contact your individual Neighborhood Homeowners Association for any additional requirements it may have.*

Leased Unit Address: \_\_\_\_\_

Lease Period – From: \_\_\_\_\_

To: \_\_\_\_\_

**UNIT OWNER INFORMATION (LESSOR):**

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

Address: \_\_\_\_\_

Phone: ( ) -

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

**LESSEE INFORMATION:**

Applicant(s): \_\_\_\_\_

Address: \_\_\_\_\_

Phone: ( ) -

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

**VEHICLE 1 INFORMATION**

Owner: \_\_\_\_\_

License Plate: \_\_\_\_\_

State: \_\_\_\_\_

Color: \_\_\_\_\_

Year: \_\_\_\_\_

Make: \_\_\_\_\_

Model: \_\_\_\_\_

**VEHICLE 2 INFORMATION**

Owner: \_\_\_\_\_

License Plate: \_\_\_\_\_

State: \_\_\_\_\_

Color: \_\_\_\_\_

Year: \_\_\_\_\_

Make: \_\_\_\_\_

Model: \_\_\_\_\_

Number of permanent occupants: \_\_\_\_\_

Will anyone other than those listed above occupy this unit?

No

Yes

*If yes, whom? Specify name / relationship:*

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

**THE FOLLOWING ITEMS MUST BE SUBMITTED:**

1. Completed GGCA Leasing of Unit Policy and Notice of Lease Form (*Exhibit A*).
2. Copy of signed lease / renewal agreement.
3. Check for \$150 processing fee made payable to Alliant Property Management, Inc.
4. Check for \$300 membership fee made payable to Gateway Greens Community Association (GGCA).
5. Neighborhood Association approval, if applicable.

**LEASING AGENT INFORMATION**

Firm Handling Lease: \_\_\_\_\_

Phone: ( ) -

Agent Name: \_\_\_\_\_

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

I have received and read a copy of Gateway Greens Community Association, Inc. Governing Documents. I understand these documents and agree to comply with and be fully bound by them as long as I reside within Gateway Greens Community Association, Inc.

Applicant 1 – Signature

Date

Applicant 2 – Signature

Date

Owner's Signature

Date