

STONEYBROOK AT GATEWAY MASTER
ASSIGNMENT OF RENTS

C/o Alliant Property Management, LLC
6719 Winkler Road, Suite 200
Fort Myers, Florida
Phone (239) 454-1102 Fax (239) 454-1147
Fax (239) 454-1147

Stoneybrook Clubhouse
9521 Pebblebrook Blvd
Fort Myers, FL 33913
Tel: 239-561-0578
Fax: 239-561-1568

LEASED UNIT ADDRESS _____

A. UNIT OWNER INFORMATION (LANDLORD)

NAME _____ **EMAIL:** _____

MAILING ADDRESS: _____

PHONE: () _____ - _____ **Cell:** () _____ - _____

B. TENANT INFORMATION

NAME _____ **EMAIL:** _____

MAILING ADDRESS: _____

PHONE: () _____ - _____ **Cell:** () _____ - _____

1. Both Landlord and Tenant acknowledge the provisions of Section 5.25(B)(6) of the Declaration of the Stoneybrook at Gateway Master Association Declaration, which provides that the Landlord assigns to the Stoneybrook at Gateway Master Association, Inc. (the "Association") the right to collect, directly from the Tenant, that portion of any all rents to be paid to the Landlord necessary to pay any and all regular or special maintenance assessments that are more than thirty (30) days past due, including all interest, late fees, costs and attorneys' fees incurred by the Association in collecting the same.
2. The Tenant agrees that upon written demand to the Tenant by the Association, it shall pay the amount set forth in the Association's demand to "Stoneybrook at Gateway Master Association, Inc." prior to making any rent payment to the Landlord. A copy of the written demand shall be sent to the Landlord and, if applicable, the Landlord's agent as well.
3. It is specifically intended by all parties that this Assignment of Rents shall be incorporated in the lease agreement between the Landlord and the Tenant, as well as between the Landlord and its/his/her/their leasing agent.
4. The leasing agent for the Landlord, if there is one, agrees to cooperate in effectuating this Assignment of Rents by delivering such funds to the Association necessary to pay all of the amounts set forth in §5.25(B)(6) within 2 business days of the Association's written demand, should the Tenant fail to make payment directly to the Association.
5. The Landlord acknowledges that the Tenant shall receive a credit toward the rent owed to the Landlord for any amounts paid to the Association under this Assignment. The Association shall also provide the Tenant and Landlord with receipts of any payment to the Association by the Tenant under this Assignment.
6. Nothing provided in this Assignment shall, nor any payment made by the Tenant to the Association, shall create or imply that a landlord/tenant relationship exists between the Tenant and the Association.

The Association is specifically not a landlord under Chapter 83 by virtue of this Assignment, nor shall it have any duties of a landlord as set forth in §83.51, Florida Statutes.

7. The Tenant does not, by virtue of making a payment under this Assignment, have any rights of an “owner” as that term is defined in the Association’s Declaration.

Tenant’s (1st) Signature **Date**

Landlord’s (1st) Signature **Date**

Tenant’s (2nd) Signature **Date**

Landlord’s (2nd) Signature **Date**

Licensed Realty Agent **Date**

Board Member’s Signature **Date**
Stoneybrook at Gateway Master Association, Inc.