

EMERALD ESTATES/INDIAN RIVER HOMEOWNERS' ASSOCIATION, INC.
LEASING OF HOMES POLICY

SUBJECT: Adoption of a Leasing of Homes Policy.

PURPOSE: To clearly define the restrictions the Homeowners' Association has concerning leasing homes in the Community. To maintain the integrity and security of the Community while preserving property values.

AUTHORITY: The Declaration of Covenants, Bylaws, and Articles of Incorporation of the Association, Rules & Regulations, Florida law, and Indian River County Ordinances.

EFFECTIVE DATE: June 22, 2023

GENERAL

- No lease shall have a term of less than (6) months.
- Home may not be leased more than one (1) time in one (1) calendar year.

DELINQUENT MONETARY OBLIGATIONS

Should a homeowner become delinquent in any monetary obligation to the Association for the duration of a lease, Florida Statute 720.3085(8) provides:

- The authority of an Association to collect rent from a lessee(s) occupying a property that is delinquent to the Association in any monetary obligation.
- The Association is required to make written demand on the lessee(s), with a copy to the owner, and may only collect rent to the extent of the unpaid monetary obligation to the Association.
- If the lessee(s) does not pay, the Association may evict the lessee(s) as if the Association was the landlord.

COVENANT/ADDENDUM TO LEASE

- Must be attached to the lease and provided to the Association fifteen (15) days prior to the commencement of the lease.
- Must state that the lessee(s) acknowledges that they are subject to the provisions in the Declaration of Covenants, Rules & Regulations, Policies, and applicable State and Local Laws.
- This covenant must be signed by all responsible parties on the lease and the homeowner.
- Failure to attach this covenant may result in the lease being declared void and the Association may take action to remove the lessee(s) and the Homeowner.

COMPLIANCE

- Lessee(s), as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of the Declaration together with all Rules and Regulations and all policies adopted by Association.
- Homeowner must promptly notify and require lessee(s) to come into compliance with violation notices or act themselves to bring the property into compliance.
- Homeowner is liable and responsible for acts of lessee(s), their visitors, and guests and for the compliance of the lessee(s), their visitors, and guests of all the provisions in the Declaration.

REMOVAL OF LESSEE(S)

- Notwithstanding the foregoing, should the homeowner fail to perform their obligations under this Section, the Association shall have the right, but not the obligation, to evict such lessee(s) and the costs of the same shall be the responsibility of the homeowner.

COST AND EXPENSES

- All costs and expenses associated with the enforcement of this Policy shall be the responsibility of the homeowner.
- Failure to comply with this Policy may result in fines, legal action, and/or a lien against the property.

PRESIDENT'S CERTIFICATION: The undersigned, being the President of Emerald Estates/Indian River Homeowners' Association, Inc., a Florida nonprofit corporation, certifies that the foregoing Policy and Procedure was adopted by the Board of Directors at a duly called and held meeting of the Board of Directors on this 22nd day of June 2023 the undersigned has subscribed his/her name.

EMERALD ESTATES/INDIAN RIVER HOMEOWNERS' ASSOCIATION, INC.



By: _____
Arthur Starr, President

EMERALD ESTATES/INDIAN RIVER HOMEOWNERS' ASSOCIATION, INC.
COVENANT TO LEASE

Date: _____

Address of leased property: _____

HOMEOWNER INFORMATION:

Name: _____

Mailing Address: _____

Phone: _____ Email: _____

Length of Lease: _____ **months** From: _____ To: _____

Lessee Name and Phone: _____

Lessee Name and Phone: _____

Pursuant to the Association's Declaration of Covenants, Article XII, Section 5:
Leasing of Lots:

- Leases within the Community must contain a Covenant attached to the lease, per Article XII, Section 5 of the Association's Declaration of Covenants. The homeowner must provide a copy of the lease with this Covenant attached to the Association at least fifteen (15) days prior to the commencement of the lease.
- In the event a lease does not contain this Covenant, the Association may declare the lease void and take such further action as the Association deems applicable, including a "removal action" against the lessee(s) and the Owner.
- The Owner shall agree to remove, at the Owner's sole expense, by legal means, including eviction, their lessee(s) should they refuse or fail to abide by and adhere to the Covenants, Rules and Regulations, and any additional policies adopted by the Association.
- All costs and expenses of the foregoing shall be the sole responsibility of the homeowner.

I/we attest that I/we have received and read a copy of the Rules and Regulations, Declaration of Covenants, Leasing of Homes Policy, and all additional governing documents of the Association and are familiar with the provisions thereof including the restriction contained therein and agree to abide by all such provisions.

Signature of Lessee

Signature of Lessee

Signature of Homeowner