

## **APPENDIX E COUNTRY CLUB / EDGEWATER LEASE POLICY**

### **Lease Agreement**

Owners/landlords must submit to Community Association Services a copy of the lease agreement prior to occupancy of the residence by lessees. They must also sign a document attesting to the fact that lessees have received a copy of the Homeowners' Manual.

The minimum lease will be six months with the following exceptions.

- \*The following neighborhoods have voted to change their minimum lease period from six months to one year: Cove effective July 26, 2002; Gleneagles effective May 1, 2006; Muirfield effective March 1, 2004; Oakmont effective June 1, 2006; Sandhills effective November 1, 2004; Spyglass effective July 26, 2002; Weston effective March 15, 2004; Sound October 1, 2016 and Whitemarsh effective May 15, 2004. If a neighborhood votes to change its minimum lease time, a homeowner can continue to use the prior minimum lease terms for a period not to exceed two (2) years. Two (2) years after a neighborhood votes to change its minimum lease time, all new or extended leases must be for the then current minimum lease time or longer.
- Month-to-month extensions of a current lease will be granted for a six-month period. At the end of that time, a new lease will be required.

Whether the owner or a lessee lives on the property, it must meet the requirements of a single-family dwelling.

1. Other than the lessee, no person other than the owner(s) shall occupy any lot on a regular basis. For the purpose of this manual a family shall consist of a spouse, children, parents, brothers, sisters, grandchildren and other persons permanently cohabiting the unit as or together with the Owner or permitted occupant thereof, and shall refer to any group of individuals occupying the home as one household unit subject to the occupancy limitations described above. To determine the maximum number of people who may occupy the unit at any one time, (excluding temporary occupancy by guests), simply add the number of bedrooms, multiply by 2 and add 1 to the total. A space designed as a den may have only 1 occupant. A guest shall include a person who has a principal residence other than the unit. A person occupying a unit for more than 1 month shall be deemed a lessee, regardless of whether a lease exists or rent is paid.
2. Extensions of a current lease will be granted for a six month period. At the end of that time, a new lease will be required. All lease extensions and renewals must be submitted in writing.

A fine of \$100 will be imposed for leases submitted after the commencement date.

### **Landscape/Irrigation Maintenance**

Owners/landlords must specify in the lease agreement who will maintain the yards and irrigation systems in each rental unit by providing the company or individual names and contact information for same. Regular maintenance is to include mowing, trimming, disease/pest control, fertilizing, and testing and adjustment of irrigation systems. The aforementioned obligation does not apply to lease agreements for maintenance-free neighborhoods.

## **Owner Deposit**

Owners/landlords are required to deliver to Community Association Services the sum of \$1,000.00 to be deposited in an escrow account for each leased unit to cover damage and/or needed maintenance to the outside of the property or the common areas. In the event that the renter of the unit violates the Covenants and the owner/landlord is fined, this account shall also be used to recover unpaid fines, if any. When a lease is renewed, or when a new lease is signed, the owner/landlords are required to bring the escrow account balance up to the \$1,000.00 for the leased unit.

In maintenance-free neighborhoods, an additional deposit of \$500.00 is required to cover damage and/or needed maintenance of the property or common areas. In the event of a default resulting in the loss of the deposit, the neighborhood will retain \$500.00 and \$1,000.00 will be retained by the association.

Deposit checks should be made payable to CEVA, Inc. (Country Club/Edgewater Village Association, Inc.)

Any balance remaining in the escrow account when the owner is no longer going to lease his property, less an administrative charge not to exceed \$50.00, shall be returned to the owner within (60) sixty days after the last tenant vacates the unit. *Deposits are subject to forfeit in the event of an early termination of the lease if (1) any subsequent lease is commenced on the lot prior to the expiration of the term of the previous lease, and (2) the new lease is not in compliance with association restrictions on the implementation of new leases prior to the expiration date of the current lease.*

## **Escrow Account**

The Association Board hereby authorizes Community Association Services to establish a non-interest bearing escrow account for the purpose of holding deposits from landlords. Sums deposited in the account may be used to cover damage and/or needed maintenance to the outside of the property or the common areas and unpaid fines connected with each of their leased units.

## **Demand for Tenant to Make Rent Payments Directly to the Association**

In the event that a Lot owner is delinquent in paying any monetary obligation due to the Association, the Association may demand that the tenant pay directly to the Association all rents due in accordance with the terms specified in the CEVA Covenants and Florida Statutes.

## **Owner/Tenant Information Forms**

All of the above will be attached to an Association Lease Information Form that will be executed by the property owner and tenant. The form will also include information such as number of people to occupy property, number and/or kinds of cars, and acknowledgement that the tenant has read and will abide by the Deed Restrictions.

All non-rent paying, non-owner occupants of a residence, if they are to occupy that residence for more than 30 days and the owner is not present, are required to complete and submit to CAS an information form which should include the identities of all of the occupants of the residence; a description of their vehicles, including license numbers; the estimated length of their stay; and contact information. Information obtained from such submissions will be provided to the neighborhood committee.

No tenant will have access to the facilities or be given keys or transponders unless all of the above is submitted to Community Association Services.

*Failure to comply with this policy will result in a \$100.00 weekly fine. A fine of \$100 will be imposed for leases submitted after the commencement date.*

**COUNTRY CLUB/EDGEWATER VILLAGE ASSOCIATION, INC.**  
**LANDLORD/TENANT LEASE INFORMATION FORM**

Date \_\_\_\_\_ Lease From \_\_\_\_\_  
Association \_\_\_\_\_ Neighborhood \_\_\_\_\_  
Property Address \_\_\_\_\_ Tenant's Phone \_\_\_\_\_  
Owners' Name \_\_\_\_\_ Owner's Phone \_\_\_\_\_  
Owners' Address \_\_\_\_\_  
Renters' Names \_\_\_\_\_  
Other people to occupy property and relationship to renters \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List make of cars and license tag numbers \_\_\_\_\_  
\_\_\_\_\_

***Tenants acknowledge that they have been given a copy of the Homeowners' Manual including the Lease Policy, and agree to conform to all of the Association's Deed Restrictions. Tenants acknowledge that they have read and agree to conform to the rules and regulations.***

**Lease Deposits.** Country Club and Edgewater (CEVA), except Maintenance-free Neighborhoods - \$1,000; CEVA Maintenance-free Neighborhoods - \$1,500

Check # \_\_\_\_\_ PAYABLE TO: Country Club/Edgewater Village Association [CEVA] Inc. Yes\_\_\_ No\_\_\_

Any balance remaining in the escrow account when the owner is no longer going to lease his property, less an administrative charge not to exceed \$50.00, shall be returned to the owner within (60) sixty days after the last tenant vacates the unit. Deposits are subject to forfeit in the event of an early termination of the lease if any subsequent lease is commenced on the lot prior to the expiration of the term of the previous lease.

Owner has provided a copy of the lease agreement: Yes\_\_\_ No\_\_\_

<p><i>Per the CEVA Deed restrictions, tenants are only permitted to have two pets. Please, list all pets below:</i></p> <p>Type of Pet _____</p> <p>Type of Pet _____</p>
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Firm or Party Responsible for Yard/Irrigation System Maintenance and Pest Control (add additional pages if needed):  
Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Address: \_\_\_\_\_

Agreed and acknowledged:  
Date \_\_\_\_\_ Owner of Property \_\_\_\_\_  
Date \_\_\_\_\_ Tenant \_\_\_\_\_  
Date \_\_\_\_\_ CAS Representative \_\_\_\_\_