

BULLETIN #6

Rental 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.

- Where the minimum lease term is six (6) months, a unit owner may lease their unit for a maximum of three (3) times in any twelve (12) month period, leaving flexibility for a unit owner to rent the unit within that time period in the event of an early termination of the lease for any reason. Where the lease term is one (1) year, a unit owner may lease their unit for a maximum of two (2) times in any twelve (12) month period for the same reason. If the unit owner chooses to lease their unit more than the allotted times for a six (6) or twelve (12) month lease term, the \$1000 deposit will be forfeited and a new \$1000 deposit will be required **made payable to GBVA**.
- 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. 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.

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 firm or party responsible (*can be landlord and/or tenant*). Regular maintenance is to include mowing, trimming, disease/pest control, fertilizing, and testing and adjustment of irrigation systems.

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. Deposit checks should be made payable to GBVA, 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 any subsequent lease is commenced on the lot prior to the expiration of the term of the previous lease.*

Escrow Account

The Association Board hereby authorizes Community Association Services to have an attorney 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 GBVA Covenants and Florida Statutes.

Owner/Tenant Information Forms

The lease agreement, owner deposit and party responsible for yard/irrigation system maintenance and pest control should 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, resident privilege card information and acknowledgement that the tenant has read and will abide by the Deed Restrictions.

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

**GREENBROOK 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 Deposit. \$1,000 - PAYABLE TO: Greenbrook Village Association, Inc. (GBVA)

Check # _____ 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___

Per the GBVA Deed restrictions, tenants are only permitted to have two pets. Please, list all pets below:

Type of Pet _____

Type of Pet _____

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 _____