

Boca Isles South POA

Rules and Regulations - Leasing of Homes

Adopted: March 17, 2009

LEASING OF HOMES

1. No homeowner shall lease a home for a period of one (1) year from the date he took title to said home.
2. A homeowner shall not receive approval to rent a home unless he is current on all Association assessments. Delinquent homeowners must pay all amounts due before renting a home. Any violations on the home must be corrected before renting the home.
3. A homeowner shall not rent a portion of a home; only the entire home may be rented. No home, or portion thereof, shall be sublet.
4. All leases, including those which are being renewed with the same tenant, must be submitted to the Board for approval in advance. A homeowner shall submit a lease for approval no less than thirty (30) business days prior to the date of intended occupancy by the tenant. No homeowner shall lease his home until the homeowner receives the written approval of the Association. Lease approval may be denied by the Association for reasons including, but not limited to, the homeowner or prior tenant violating any provision in the governing documents or Association rules or if the proposed lease does not comply with the requirements of these Rules & Regulations governing the leasing of homes. If lease approval is denied, then the rental of the home shall not occur.
5. No lease of a home shall be made for less than a six (6) month consecutive period. No transient accommodations shall be provided. There shall be no sublease of any home or lease agreement.
6. A home shall not be leased more than once in any twelve (12) month period.
7. All leases shall be in writing and shall provide that: (a) the right of the tenant to use and occupy the home and the Association property shall be subject and subordinate to the governing documents of the Association and these Rules and Regulations; (b) the Association shall have the right to terminate the lease upon the tenant's failure to comply with any of the provisions of the governing documents or these Rules and Regulations; and (c) the lease term is a minimum of six (6) months. No lease shall provide for an early lease termination or have any other provision that would reduce the lease term to a period of less than six (6) consecutive months.

8. All leases utilized by homeowners shall contain the following language, and if any such language does not contain said language, the lease shall not be approved and shall be considered void:

“The landlord appoints the Boca Isles South Property Owners Association Inc. as its irrevocable agent for purposes of eviction pursuant to Florida’s Residential Landlord Tenant Act. Landlord and Tenant hereby expressly covenant and agree that the Boca Isles South Property Owners Association Inc. shall be entitled to immediately proceed, without notice, to evict Tenant in the event the Association forwards two (2) or more demand letters regarding a violation by said Tenant of the governing documents or these Rules and Regulations, as the same are amended from time to time.

“Tenant expressly covenants and agrees to comply with all terms of the governing documents for Boca Isles South in addition to all rules and regulations adopted by the Association, and Tenant expressly recognizes and agrees that he has been provided with a complete copy of all covenants, conditions, restrictions, and rules and regulations for the Boca Isles South Property Owners Association prior to assuming occupancy of the home. Tenant expressly covenants and agrees that Tenant is aware of all restrictions pertaining to rentals contained within the governing documents for Boca Isles South and the rules and regulations, and has knowledge that this lease is subject to and must be approved in advance by the Board of Directors of the Boca Isles South Property Owners Association Inc. “

9. Before entering into a lease, a homeowner shall provide the prospective tenant with a complete, legible copy of the Association’s governing documents, including the Declaration, By-laws, and Rules and Regulations (and any amendments thereto). The homeowner shall certify to the Association, in writing, that legible copies of these documents have so been provided to the prospective tenant.

10. In order to determine that the proposed tenants are familiar with the Association’s governing documents, the Board of Directors, at its option, shall have the right to require a personal orientation meeting with the proposed tenants prior to occupancy of the home by the tenants. The Board of Directors may designate a committee or any individual(s) or the property manager to conduct such a meeting.

11. The owner of a leased home shall be jointly and severally liable with his or her tenant for compliance with the governing documents and these Rules and Regulations. They shall be jointly and severally liable to the Association to pay all assessments and/or any open claims for injury or damage to persons or property caused by the acts or omissions of the tenant, his family members and/or guests. If during the lease term the homeowner becomes delinquent in the payment of any assessment, the Association shall have the authority to directly collect the rental payments from the tenant.

12. Prior to leasing his home, an owner shall submit an application along with three checks made payable to the Boca Isles South Property Owners Association. The first check shall be in the amount of \$100, representing a non-refundable application fee to cover the cost of credit and criminal background checks on the tenants. The second shall be a check for \$1500, representing a security deposit against any future damage to the common elements. A draft lease shall be attached to the application. The third check shall be payable in an amount equaling six (6) months worth of association dues. This third check shall remain in the Association's operating account and ensure payment of the dues. If the homeowner fails to make a monthly payment, the money will be taken from this deposit. Upon completion of the lease term, the remainder shall be refunded to the homeowner within thirty (30) days.

13. After the lease has been approved by the Board and executed by the parties thereto, the owner shall submit a fully-executed copy to the Association.

14. A home shall only be occupied as a single-family residence, and all occupants must live as a single economic unit. For purposes of this section, the term "family" shall be defined as a single individual and that person's parents, siblings, children, grandparents, and spouse. If the person is not married, then the term "spouse" may also mean a person who is otherwise the equivalent of a spouse who is part of a single economic unit with the tenant. The Association may require tenants to provide proof of their familial relationship.

15. Notwithstanding anything contained in these Rules and Regulations to the contrary, in order to avoid undue hardship, the Association's Board of Directors may, in its sole discretion, grant a hardship approval to a homeowner not otherwise entitled to approval of a lease, except that: (a) a hardship may not be granted for a lease whose term is less than six months, and (b) the Association's Board of Directors may require certain conditions to any such approval, which conditions must be complied with or the hardship approval shall be revoked and the transaction unauthorized. A hardship approval is a privilege and not a right.