

Procedure for Owners Who Wish to Rent Their Villa.



This handout outlines all of the guidelines and documents required to rent your villa. This is a summary of the Covenants, Conditions, and Restrictions and of the Association Rules regarding rentals.. Those documents will take precedence if there is any dispute.

Updated May 2022

Requirements

The owner must live in the villa for at least one year before the villa can be leased.

The owner must submit a request to rent in writing to the Board of Directors, care of the Property Management Company to initiate the process. The Property Management Company will inform the owner if there are any rental slots available and to begin the process, as the Management Company is responsible to track rentals.

Only the entire villa can be rented. Only the lessee, family, and guests may occupy the villa. There can be no more than two persons for each bedroom in the dwelling.

In order to maintain the residential, non transient nature of the community no more than 10 villas are rented at any one time. If there are already 10 villas rented the owner will be put on a waiting list. Immediate families - parents or children - can live in the owner's villa and are not considered as renters for purposes of the rental cap.

The Board of Directors shall have the authority to grant a hardship exception to the 10% cap in cases of death of an owner, severe financial hardship such as job loss and forced relocation, relocation to a nursing or retirement home, or in cases of an inheritance. If approved the villa can be rented for a period of only one year with no renewal.

No lease shall have a term of less than one year. There are no short term rentals.

Renters are not allowed to have any pets.

Background checks for rentals are not required. There is no security fee required by the Association to protect the Common Areas.

Failure of Renters to Conform to Documents and Community Rules

Owners leasing their villa will be fully responsible for any damage to Common Areas by the lessee, and for the lessee's compliance with the terms of the Declarations, Rules and Procedures of the community. All legal fees and expenses, including those incurred upon appeals incurred by the Association in the enforcement shall be paid by the owner when these restrictions are enforced.

All leases must contain a provision that the lessee has received a copy of the governing documents and association Rules. A violation of any provision of the governing documents or Association Rules by the lessee, his family or guests also constitutes a breach of the lease. In

the event of a violation the Association shall give the owner an opportunity to cure the breach within a reasonable time frame. If the owner does not cure the breach the Association may act as agent for the owner and initiate action against the tenant for appropriate relief, including injunctive relief, monetary damages or eviction. The owner shall be responsible for attorney fees incurred by the Association in such actions.

The Association's ability to initiate proceedings against a lessee shall be without prejudice to the Association's rights to hold owners liable for the conduct of their lessees.

Waiting Lists

An owner who currently has a space within the leasing cap shall have 30 days from the expiration or termination of their current lease to submit the new lease of the current renters or to find a new tenant that meets the approval of the Association or such owner shall forfeit their cap space.

When a space opens, the Board shall contact the first person on the waiting list in writing to notify them that a space is available. That owner shall have 30 days from such notice to secure a tenant who is approved by the Association. After 30 days have passed without finding an approved tenant, the Board will notify the next person on the waiting list and the process shall continue until an approved tenant is secured or the waiting list is exhausted.

Leasing Process and Deadlines

The signed lease must be submitted to the Board through the Management Company no more than 14 days in advance of the lease start.

A transfer fee of \$100 should accompany the signed lease. If the current renters resign, there is no need for an additional transfer fee. If there are new tenants the transfer fee will apply.

The completed Rental Checklist must be submitted along with the signed lease.

Should the lease not have specific language around receiving, reading, and complying with the Association's documents and rules, then the Renter's Acknowledge Page must also be submitted with the lease.

RENTAL CHECKLIST

To be completed by Management Company along with Notification of Lease form, the lease, and the Renter's Acknowledgement form

Date of villa purchase _____
(to confirm minimum one year ownership)

Lease Start/End Date _____ to _____
Date Submitted to
Management Company _____
(must be 14 days in advance of Lease Start Date)

Number of bedrooms _____
Number of occupants _____
Confirm no pet y/n _____

\$100 Fee collected date _____

Date approved by Board _____

Management Company can approve any non-emergency rentals under the rental cap as long as all steps have been completed in a timely fashion. This sheet will be submitted to the Board as confirmation.

If steps are not taken in a timely fashion, the Board will be polled by email to approve or disapprove the request.

Renter's Acknowledgement of HOA Documents

All renters are to comply with the Association's Documents and Rules and understand they will be held accountable if not followed. These include:

- Declaration of Covenants, Conditions, and Restrictions
- By Laws
- The Clearing Resident Information

These documents must be given by the owner to the renter by hard copy or access to the documents through the Association's website.

Acknowledgement

Address: _____

Renter's Name
(printed) _____

I have received and reviewed the HOA documents and will abide by them

Signed _____

Date _____

Witnessed

Owner Name
(printed) _____

Signed _____

Dated _____

**THE CLEARING HOA, INC.
NOTIFICATION OF LEASE**

SPECIAL NOTE: This Notification of Lease must be in the possession of the Management Company ten (10) days prior to lease commencement. **A COPY OF THE LEASE AGREEMENT MUST ACCOMPANY THIS REOEUST.** Applicant must read Rules & Regulations before interview. Please send completed application and copy of lease to the office of First Choice Association Management within the ten (10) day time period.

FROM: _____ TO: _____
 LANDLORD TENANT

ADDRESS: _____

LEASE COMMENCEMENT DATE: _____

Tenant(s) represent that the following information is true and correct, and consents to your further inquiry and investigation concerning this information or any information that comes from that inquiry that may become necessary to process this request.

Persons who will occupy the above unit are as follows:

NAME: _____ AGE: _____ SSN: _____

NAME: _____ AGE: _____ SSN: _____

(IF ADDITIONAL PEOPLE WILL OCCUPY UNIT, ATTACH A SEPARATE SHEET AS AN ADDENDUM.)

(A) Tenant’s Present Address: _____

Tenant’s Present Telephone: _____

Tenant’s Email Address: _____

(B) Tenant’s Present Employer: _____

Employer’s Address/Phone: _____

(C) Two Tenant References (Name/Address/Telephone)

- (D) Tenant Automobile(s): Tag# _____ Make/Model _____
 Tag# _____ Make/Model: _____
- (E) Pets (If Allowed): Breed: _____ Weight: _____
- (F) Real Estate Agent (if applicable): _____
 Phone: _____ Email Address: _____
- (G) Landlord's Permanent Address: _____
- (H) Landlord's Phone: (Work) _____ (Home) _____
- (I) Landlord's Email Address: _____
- (J) Landlord's Emergency Local Contact
 (Name/Address/Telephone: _____

Landlord attests that he/she has provided a copy of the Rules & Regulations to the tenant(s). Tenant(s) attest that he/she has received, read, and understood them and does hereby agree to abide by all the conditions and terms therein and all reasonable rules and regulations enacted hereafter officially by the Association. Landlord further agrees to cooperate with the Association to ensure that the tenant(s) adhere to all rules and regulations, by-laws, etc.

This approval is subject to all Landlord's financial obligations to the Association, including, but not limited to: maintenance fees, late charges, special assessments, legal fees, and application fees having been paid in full or will be paid by the landlord prior to commencement of the lease.

Copy of lease is attached. _____

 Landlord

 Tenant

 Landlord

 Tenant

**MAIL COMPLETED APPLICATION AND COPY OF LEASE TO:
 FIRST CHOICE ASSOCIATION MANAGEMENT, INC.
 4174 Woodlands Parkway
 Palm Harbor, FL 34685
 (727) 785-8887**