

**ARBOR GREENE OF NEW TAMPA**  
**Homeowners Association**

Lease rules:

The Arbor Greene Home Owners Association recently passed a new policy on the leasing of homes in Arbor Greene. Home owners wishing to lease their homes must adhere to the following policy:

No owner may lease their home for a period of less than seven (7) months or more than twice in any calendar year.

Residential units may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a residential unit. Individual rooms of a residential unit may not be leased on any basis. No transient tenants may be accommodated in a residential unit. All leases or occupancy agreements are subject to the following provisions:

1. All lease agreements must be in writing.
2. Each residential unit shall be occupied, by an owner, members of his or her family, overnight guests and professional care givers, as a singly family residence and for no other purpose.
3. All lease agreements, together with an application signed by both the owner and tenant in a lease form acceptable to the Association shall be submitted to the Home Owners Association (HOA) for approval at least three (3) business days prior to commencement of the lease term and shall require the written approval of the HOA. Approval shall not be unreasonably withheld. The board may determine the form of the application to be submitted and the information to be provided by the tenant.
4. The tenant of the leased premises, as part of the lease agreement, and shall agree to abide by and adhere to the terms and conditions of the Declaration of Covenants, Conditions, and Restrictions and all rules regulations and policies adopted by the HOA.
5. The owner shall agree to remove, at the owners sole expense, by legal means, including eviction, his tenant and all occupants of the leased premise should they or any them refuse all fail to abide by and adhere to the Declaration of Covenants, Conditions, and Restrictions and rules and regulations of the HOA.
6. Additionally, the HOA shall have standing to evict the tenant and any and all occupants of the leased premises should they or any of them refuse or fail to abide by and adhere to the Declaration of Covenants, Conditions and Restrictions and rules and regulations of the HOA.
7. The owner shall reimburse the HOA for the HOA's attorney fees and costs related to the enforcement action or eviction action taken by the HOA against the tenant or occupant including attorney fees and costs on appeal.
8. All leases shall require the residential unit to be used as a private single family residence.

The application mentioned in this policy can be found on the Arbor Greene web site at [arborgreene.org](http://arborgreene.org).

Certifications: Owner and Proposed Tenant REPRESENT, WARRANT AND CERTIFY the following:

1. The information contained above is true and correct as of this date.
2. Attached hereto is a true and correct copy of the proposed lease which both Owner and Tenant represent and warrant is enforceable in accordance with its terms from the effective date forward.
3. Tenant acknowledges receipt of a copy of the Declaration of Covenants, Conditions and Restrictions for Arbor Greene of New Tampa Homeowner's Association (the "Declaration") and any Rules and Regulations (the "Rules and Regulations") of the Arbor Greene of New Tampa Homeowner's Association (the "Association").
4. Tenant covenants and agrees to comply with the Declaration and Rules and Regulations as the same are now in effect and as may hereafter be amended. This includes the tenant certifying to restrict the number of cars they have to the parking capabilities to the garage or driveway, without the blocking of sidewalks and street parking.
5. Tenant covenants and agrees that only the above named person(s) shall occupy the Home, other than overnight guests and in-home professional caregivers.
6. Owner certifies that she/he will require Tenants' compliance with the Declaration and Rules and regulations and will enforce, at owners' expense, the same by all legal means, including eviction.
7. Owner agrees to reimburse Association any and all court costs and reasonable attorneys' fees incurred by Association in requiring Tenants' compliance with the Declaration and / or Rules and Regulations.
8. Both Owner and Tenant acknowledge that Association is relying upon the truth and accuracy of the above information and certifications in granting its approval of the proposed lease.
9. Both Owner and Tenant agree to deliver to Association copies of all Lease modifications, amendments and extensions at least fifteen (15) days prior to their effective date.

Under penalties of perjury, we declare that we have read the foregoing and that the information contained herein and attached hereto are true, accurate and authentic, to the best of our knowledge and behalf:

OWNER(S):

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\_\_\_\_\_

TENANT(S):

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