



## THE KELLY POINTE HOMEOWNERS ASSOCIATION RULES AND REGULATIONS, LEASING ADDENDUM

Approved and Effective (09-01-2023) The KELLY POINTE HOMEOWNERS ASSOCIATION, RULES, AND REGULATIONS The Board of Directors publishes the rules and regulations set forth below ("Rules and Regulations) for information and guidance of all residents. Your cooperation in observing the rules listed below will ensure that KELLY POINTE HOMEOWNERS ASSOCIATION continues to be a pleasant and attractive place in which to live.

**Section 8.2 Leasing, Rent Demand and Eviction.** For purposes of this Declaration, "leasing" is defined as regular, exclusive occupancy of a Residential Dwelling Unit by any person or persons other than the Owner for which the Owner receives any consideration or benefit. All leases for Residential Dwelling Units shall (i) be in writing, (ii) have a term of at least seven months, (iii) lease the Residential Dwelling Unit in its entirety (e.g. separate rooms within the same Residential Dwelling Unit may not be separately leased), and (iv) include a provision by which the lessee agrees to be bound by the terms and conditions of this Declaration and any rules and regulations of the Association; (v) provide in the lease that all exterior yard maintenance, including but not limited to, lawn cutting, edging and blowing, and also pruning and maintenance of shrubs, bug and pest control, and annual maintenance of the landscape beds of the Lots, shall be required of all tenants while renting a Residential Dwelling Unit and shall be performed by a landscaping company during the tenancy, the cost of which can be included in the lease, with a copy of the landscaping contract provided to the Association annually for review; (vi) provide for the cost of irrigation of the Lot in the lease; (vii) require that a copy of the lease, and each lease renewal, be provided to the Association within ten (10) days of leasing the Residential Dwelling Unit; and (viii) require that the Owners provide the Association with the Owners' new mailing address within thirty (30) days of renting the Residential Dwelling Unit. Any Owner leasing its Residential Dwelling Unit shall remain responsible for the terms and conditions of this Declaration and any rules and regulations of the Association. The Owner shall provide a copy of this Declaration, the by-laws, the Architectural Criteria, and all other governing documents to the lessee. Pursuant to Florida Statute 720.3085(8), the Association has the authority to obtain rents from any tenant if the Owner / landlord is delinquent in any monetary obligations due to the Association. If the tenant fails to comply with the Association's demand, pursuant to Florida Statute 720.3085(8), the Association shall be authorized to file a notice of eviction and an eviction action against the tenant under Florida Statutes ss. 83.59-83.625.

Failure to do so will indicate the home is still occupied and may result in violation.

Contact: BCM Services Community Property Manager

[info@bcmervices.net](mailto:info@bcmervices.net)

(904) 242-0666

**LEASING AND LESSOR INFORMATION SHEET**

Lessor Name (Owner): \_\_\_\_\_

Home Address in KP: \_\_\_\_\_

Owners Email Address: \_\_\_\_\_

Owner's New Mailing Address: \_\_\_\_\_

Owners Phone: Home: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

This home will be occupied by # of Adults: \_\_\_\_\_ # of Minors: \_\_\_\_\_ # of Pets: \_\_\_\_\_

Type, Weight & Breeds of Pet/s: \_\_\_\_\_

For the Term of: \_\_\_\_\_

Note: Leases must be for a minimum term of seven (7) months Dates of Desired Rental Period: \_\_\_\_\_

Move in Date: \_\_\_\_\_

RENTOR/LESSEE INFORMATION Renter/Lessee Names: (please list ages of minors)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Renter's Phone: Home: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_

Renters Email Address: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Contact BCM services (904) 242-0666 with questions about Leasing Addendum.

Mail Completed Leasing Information Sheet and copies of the lease agreement and contract with the maintenance vendor for the year to: BCM Services, Inc., 920 Third St., Suite B, Jacksonville, FL 32266 c/o Kelly Pointe Homeowners Association.

Email Leasing Information Packet to: [info@bcmservices.net](mailto:info@bcmservices.net) c/o Kelly Pointe Homeowners Association

HOA LEASING RULES ACKNOWLEDGMENT I agree to abide by the Rules and Regulations and the Declaration of Covenants, Conditions and Restrictions of THE KELLY POINTE HOMEOWNERS ASSOCIATION. I certify that I have been provided a copy of the THE KELLY POINTE HOMEOWNERS ASSOCIATION, Covenants and Restrictions and the ARC guidelines.

Lessee/s Signatures: \_\_\_\_\_

Lessee/s Signatures: \_\_\_\_\_

Dated: \_\_\_\_\_