



## *Emerald Green Property Owners Association, Inc.*

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### **Renting Rules**

*Approved July 24, 2016*

The Emerald Green Property Owners Association (EGPOA) was developed as, and is bound by its Declaration of Covenants and Restrictions to be, a single family community. Owner-occupied homes are a priority for EGPOA as owner-occupied homes strengthen the Emerald Green community. Owner occupiers have substantial pride in the appearance and upkeep of their individual homes as well as have great respect for the common grounds and amenities, and for abiding and complying with the Covenants and Restrictions and all Rules and Regulations governing Emerald Green. Owners of homes are more invested in the overall betterment and general welfare of the Emerald Green community than renters. Realizing that certain circumstances may arise that make it impracticable for owners to continue to occupy their homes, EGPOA has promulgated the following Rules and Regulations regarding the renting of homes and townhouses (hereinafter after referred to collectively as “homes”) in Emerald Green.

1. Any Member who purchases a home after these rules are adopted must own, or have owned, their home a minimum of 24 consecutive months before a rental application can be submitted.
2. No new or renewed rental will be allowed if the Member is not a Member in good standing with the EGPOA.
3. A home that has been rented for eighteen (18) or more months during any consecutive 24-month period may not be rented again for a minimum of 365 days from the end of the last rental during that 24-month period. See Par. 4 below.
4. Homes that are under an approved EGPOA lease as of the effective date of these Rules and Regulations shall be grandfathered and exempt from the provisions of Paragraph 3 above.
5. If the Member would like to rent or lease a home, an Intention to Rent/Lease Application (the “Rental Application”), along with a \$350.00 nonrefundable processing fee (payable to the EGPOA), must be submitted to the EGPOA Office thirty (30) days prior to the renter taking possession of the home. A copy of the Rental Agreement must accompany the Rental Application. “Renter” and “Rental Agreement” is used interchangeably with lessee and lease.
6. All applications must be accompanied by a \$500 security deposit, to be held, without interest, by EGPOA for possible application towards any applicable fines or damages as defined below.
7. A Rental Application may be rejected or terminated by the EGPOA if the owner fails to comply with all applicable rules.

8. EGPOA may have a background check done of the proposed renter and/or any of the renter's family members who are expected to occupy the Member's home, as part of the application fee. A home shall not be rented unless the Member vacates the premises. Definition of Single Family Home according to the Town of Thompson: one or more persons occupying a dwelling unit as a single, non-profit housekeeping unit. More than two (2) persons, not related by blood, marriage or adoption shall not be considered to constitute one family.
9. A home may not be rented to more than one family during a rental agreement period, which is to be no less than three (3) months (or ninety (90) consecutive days, and no greater than twelve (12) consecutive months. Only one (1) rental agreement may be approved within a twelve (12) month period. No weekly or monthly rentals are allowed.
10. A renter shall not sublet the use of the home.
11. If a renter intends to remain in the home beyond the initial term of the rental, (of any length), a new rental application and fee must be submitted to the EGPOA Office no less than thirty (30) days before the expiration of the current rental agreement. A new background check may be done.
12. The Member is responsible to the EGPOA for the conduct of the renter and all the renter's family and guests, and for the maintenance of the home and grounds. The renter must abide by all EGPOA Community Rules and Regulations. The Member and the Renter are responsible for any and all of the following caused by the renter, the renter's family and/or guests:
  - a. Any and all damage and/or expenses caused to the Association and/or the Association's property,
  - b. Any and all fines, and interest, imposed by the Association for any violations of the Association's rules.
  - c. Any and all damages to any Member's property,
  - d. Any and all damages suffered by any Member, their guests and family; and,
  - e. Any and all legal fees and expenses incurred by the Association, as a result of the conduct of the Renter, and his guest/family members.
13. The Member's membership in the EGPOA is not transferable. As a Member in good standing, the Member who rents out his/her home retains the right to the use of the amenities.
14. The tenant is not entitled to use any guest passes distributed to the Member.
15. The rental agreement between the Member and renter does not give the renter the right to use the EGPOA amenities and/or to attend any of our programs/events, except as is hereinafter set forth.
16. The renter may use the EGPOA amenities with the purchase of a "Renter's User Pass" for the annual fee of \$750.00.
17. These rules are adopted pursuant to EGPOA Bylaws Article XVIII.

18. These rules, effective June 26, 2016, replace in their entirety the rules adopted May 17, 2015 and all prior rules regarding the rental of homes within Emerald Green.
19. Within thirty (30) days of the mailing of a notice of violation a fine of \$75 per day (from the day of notice), will be levied against the Member and tenant(s) for rentals not in full compliance with these Rules and Regulations, if violations are not cured with fourteen (14) days of such notice. If the Member does not remedy the illegal renter situation or violation(s), legal action will be taken against the Member and the Member will be responsible for all legal fees and litigation expenses incurred by the Association, together with interest on the fines.