

**RESOLUTION  
OF THE BOARD OF DIRECTORS OF  
FREEDOM AT VILLAGE WALK OWNERS ASSOCIATION, INC.**

**LEASING POLICY**

**WHEREAS**, Article II, Section 30 of the *Declaration of Covenants and Restrictions for Freedom at Village Walk* (the “Covenants”) empowers the Board to promulgate rules and regulations from time to time;

**WHEREAS**, Article XIII, Section 4 of the Covenants restricts the leasing of Homes within Freedom at Village Walk, and requires that an Owner desiring to lease his or her Home provide the Association with certain information pertaining to the lease terms and the identity of the tenant(s); and

**WHEREAS**, the Board deems it to be in the best interests of the Association to adopt a uniform leasing policy and a mandatory form of lease addendum to ensure that all Owners and their tenants are aware of and abide by the rules of this community;

**NOW THEREFORE, BE IT RESOLVED** that the Board enacts a Leasing Policy for all leases pertaining to Lots in Freedom at Village Walk as follows:

1. All leases must be in writing;
2. The Lease Addendum attached hereto must be executed as a part of all leases;
3. The Owner shall provide the Association’s community association manager (currently GCAM of Amelia: <https://www.galphincam.com>) with a fully executed copy of the lease and the Lease Addendum no later than the tenant move-in date;
4. Failure by the Owner to comply with the above regulations shall be deemed a violation of the Covenants and shall subject the Owner to enforcement action pursuant to Article XIII, Section 1 of the Covenants.

**BE IT FURTHER RESOLVED** that a copy of this resolution shall be sent to all Owners at their last known addresses.

This resolution was adopted by the Board of Directors on this \_\_\_\_\_ day of October, 2024, and shall be effective on an even date herewith.

**IN WITNESS WHEREOF**, the undersigned has hereunto affixed his/her hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

FREEDOM AT VILLAGE WALK  
OWNERS ASSOCIATION, INC.

By: \_\_\_\_\_  
Its President

**CERTIFICATE**

The undersigned hereby certifies that he/she is the Secretary of Freedom at Village Walk Owners Association, Inc., a corporation organized and existing under the laws of the State of Florida; that the foregoing is a true and correct copy of a resolution adopted at a meeting of the Board of Directors of said corporation held on the date above stated, at which meeting a quorum was at all times present and acting; that the passage of said resolution was in all respects legal; and that said resolution is in full force and effect.

Dated this \_\_\_\_\_ day of October, 2024.

FREEDOM AT VILLAGE WALK  
OWNERS ASSOCIATION, INC.

By: \_\_\_\_\_  
Its Secretary

**EXHIBIT "A"**

**FREEDOM AT VILLAGE WALK OWNERS ASSOCIATION, INC.**

**MANDATORY LEASE ADDENDUM**

Date Signed: \_\_\_\_\_

Lease Term: From: \_\_\_\_\_ To: \_\_\_\_\_  
(Note: No Residence may be rented for a term of less than seven months.)

Address: \_\_\_\_\_

Owner: \_\_\_\_\_

Rental Manager: \_\_\_\_\_

Tenant Name(s): \_\_\_\_\_

Tenant Telephone Number(s): \_\_\_\_\_

Tenant Email Address(es): \_\_\_\_\_

Names of All Other Occupants: \_\_\_\_\_

Tenant Vehicle(s):	_____	_____	_____
	<i>Make</i>	<i>Model</i>	<i>Color</i>
	_____	_____	_____
	<i>Make</i>	<i>Model</i>	<i>Color</i>

**THIS LEASE ADDENDUM** is made to that certain lease between the Landlord and the Tenant(s) for the Lease Term concerning the Property, all as identified above (the "Lease"). The Property is located within Freedom at Village Walk (the "Community"), a residential subdivision located in Nassau County, Florida. In consideration of the mutual covenants, promises and agreements contained in the Lease and herein, the receipt and adequacy of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

**I. Compliance with Governing Documents:**

A. Covenants and Rules.

Pursuant to Section 720.305, *Florida Statutes*, as now enacted or hereinafter amended, Tenant's right to use and occupy the Property shall be subject and subordinate in all respects to the provisions of the *Declaration of Covenants and Restrictions for Freedom at Village Walk* and the

## EXHIBIT "A"

articles of incorporation and bylaws of Freedom at Village Walk Owners Association, Inc. (collectively, the "Covenants") and to such Rules and Regulations (the "Rules") as may from time to time be adopted by Freedom at Village Walk Owners Association, Inc. (the "Association"). The Covenants and the Rules are expressly incorporated as material provisions of the Lease within the meaning of Section 83.56(2), *Florida Statutes*, as now enacted or hereinafter amended. Tenant acknowledges receiving a copy of the Covenants and the Rules from the Landlord.

### B. Violations.

(1) Any violation of the provisions of the Covenants, the Rules, or this Lease Addendum shall constitute a material breach of the Lease within the meaning of Section 83.56(2), *Florida Statutes*, as now enacted or hereinafter amended, and shall be grounds for termination of the lease and eviction of Tenant. If Tenant continues to fail to comply with the Covenants, the Rules, or this Lease Addendum, Landlord and/or the Association may institute and maintain eviction proceedings and Landlord and/or the Association shall be entitled to all remedies available under the Lease, the Lease Addendum, the Covenants, and Florida law.

(2) Landlord hereby assigns to the Association the right to proceed with eviction proceedings against Tenant(s), at Landlord's expense including costs and attorney fees, in the event Landlord fails to initiate eviction proceedings within thirty (30) days of the date of a written request to do so from the Association pursuant to this provision. Landlord and Tenant acknowledge that the assignment of the right to pursue eviction for any violation does not confer any obligations of the Landlord upon the Association.

### C. Rights.

Landlord retains all membership rights and obligations in the Association including, without limitation, the right to vote and the obligation to pay assessments. Tenant and Landlord acknowledge and agree that the Association is not the Landlord.

### D. Damage.

Tenant and Landlord shall be jointly and severally liable to the Association for any damage to the Association's common property and any related costs, including reasonable attorney fees incurred (whether or not a suit is actually commenced in court), caused by the act, omission, neglect or carelessness of Tenant or that of Tenant's family, guests, invitees, licensees, employees or agents.

## II. Uses.

The Property shall be used solely as a single-family (attached or detached) residential dwelling and in accordance with the provisions of the Covenants and the Rules. Tenant shall not use or allow the Property to be used for any disorderly or unlawful purposes or in any manner offensive to others and Tenant shall comply with all applicable laws and ordinances.

**EXHIBIT "A"**

**III. Remedies.**

The remedies of the Association set forth herein are cumulative of all other remedies available to the Association pursuant to the Covenants, the Rules, and all applicable laws, and are not the Association's sole remedies.

**IV. Severability and Conflicts.**

The invalidity of any part of this Lease Addendum shall not impair or affect in any manner the validity or enforceability of other provisions of this Lease Addendum. In the event of a conflict between the terms of this Lease Addendum and the Lease, the terms of this Addendum shall control.

**V. Copies of Lease and Lease Addendum.**

Landlord and Tenant hereby agree that Landlord shall provide a copy of the Lease and this Addendum to the Association by delivering both to the Association's Community Association Manager, GCAM of Amelia, Inc., 1880 S. 14<sup>th</sup> Street, Suite 103, Fernandina Beach, FL 32034 no later than occupancy of the Property by the Tenant.

**IN WITNESS WHEREOF**, the parties hereto have caused this Addendum to be duly executed as of the "Date Signed" identified above.

**LANDLORD:** Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

**TENANT 1:** Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

**TENANT 2:** Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_