

**The Village at Townpark Condominium Association, Inc.**  
**Leasing/Occupancy Restrictions, Guidelines, Policies and Procedure**

WHEREAS, the Board of Directors (the "Board") of The Village at Townpark Condominium Association, Inc. (the "Association") is charged with the responsibility of enforcing the Declaration of Condominium of The Village at Townpark, a Condominium ("Declaration"), Articles of Incorporation of The Village at Townpark Condominium Association, Inc., By-Laws of The Village at Townpark Condominium Association, Inc., and the Association's rules and regulations, as amended (collectively referred to as the Association's "Governing Documents");

WHEREAS, the Association is a condominium association governed by Chapter 718, Florida Statutes;

WHEREAS, Articles 18.1 and 18.2 of the Declaration provides for the Association's use restrictions relating to leasing;

WHEREAS, the Association is responsible for the approval and disapproval of the leasing, licensing or occupancy of the Units;

WHEREAS, the Association is empowered to adopt standards for qualifications of ownership, tenancy, and occupancy, and determine the lease application fees associated with the leasing, licensing or occupancy of the Units;

WHEREAS, the Board of Directors deem it to be in the best interest of the Association to adopt a uniform and systematic procedure regarding the requirements for leasing, licensing or occupancy of the Units, as set forth in the Declaration; and

WHEREAS, the Board of Directors held a properly noticed meeting and affirmatively voted to adopt this Leasing Restrictions, Guidelines, Policies and Procedure;

NOW, THEREFORE, BE RESOLVED THAT, the Association's Board resolves to adopt the following Leasing Restrictions, Guidelines, Policies and Procedure:

1. Recitals. The above recitals are incorporated as if fully set forth herein.
2. A "lease" shall occur when a Unit is occupied by a person who does not have a permanent residence elsewhere while the Unit Owner resides elsewhere or the occupancy of a Unit by an adult person, in exchange for consideration.

3. Further, any occupant of a Unit that resides in the Unit for more than thirty (30) days in a calendar year while the owner is not simultaneously residing in the Unit shall be deemed to be a tenant.
4. Any adult occupants of a Unit, other than the owners of the Unit, shall require an application, background check, and written approval of the Association.
5. A Unit may be leased for a minimum term of three (3) months and no more than four (4) times per year.
6. All initial leases must be provided to the Association PRIOR to occupying a unit. Prior to the expiration of any lease, any renewals or extensions must be provided to the Association. Should the Association not receive such lease renewals or extensions, access to the community amenities for the unit shall be terminated until such time as the appropriate documents are provided to the Association.
7. All leases shall require that the Unit be used solely as a private residence.
8. Individual rooms of a Unit may not be leased on any basis. No Unit shall be used as a hotel, temporary housing establishment, AirBnB, VRBO, vacation rental, bed and breakfast facility, assisted living facility or similar establishments. No Unit shall be used as transient housing.
9. For a Unit owner who is delinquent in any monetary obligation to the Association, all rental amounts shall be sent directly to the Association by the lessee(s) until the debt owed to the Association has been paid in full. At that time, rental proceeds shall be sent to the Unit owner so long as all obligations owed to the Association are paid as required. If at any time in the future the Unit owner again fails to pay its obligations and is delinquent more than 30 days, the Association has the right to require the lessee(s) to again send all rental amounts owed under the lease directly to the Association until such debt is paid in full.
10. Leasing a Unit shall not release the Unit owner from any obligation under this Declaration.
11. In the event that an application for lease is not approved, the lease, occupancy and tenancy shall not be created and the tenant(s) shall not take possession of the Unit.
12. All leases shall include the Association's Lease Addendum, which provides that the Occupants(s), Tenant(s) and their guest(s) and invitee(s) must comply with the Association's Governing Documents and rules and regulations.

13. Any failure by the owner, occupant, tenant, or any guest of the occupant or tenant to comply with any provision of the Declaration, Articles of Incorporation, Bylaws, or rules and regulations is deemed to be a default under the terms of the lease/occupancy agreement and authorizes the Unit owner to terminate the lease, without liability, and to evict the tenant/occupant in accordance with Florida law.
14. Each Unit owner hereby delegates and assigns to the Association, acting through the Association, the power and authority of enforcement against the occupant, tenant or guest of the tenant or occupant for breaches resulting from the violation of the Declaration, Articles of Incorporation, Bylaws, and rules and regulations, including the power and authority to evict the tenant as attorney-in-fact on behalf and for the benefit of the Unit owner, in accordance with the terms hereof.
15. If the Association proceeds to evict the tenant, any costs, including reasonable attorneys' fees and court costs, associated with the eviction and legal proceedings related thereto shall be the obligation of the Unit owner and may be treated as an assessment as set forth in the Declaration.

16. **Lease/Occupancy Application and Approval**

- a. All lease or occupancy agreements must be in writing
- b. A fully completed and signed application, including all application fees shall be submitted to the Association for processing at least fifteen (15) days prior to commencement of the lease or occupancy term.
- c. Incomplete applications will not be considered.
- d. Occupancy of the applicant(s) prior to approval of the application by the Association will result in the application for lease/occupancy being immediately rejected.

17. **Lease/Occupancy Application and Deposit Fees**

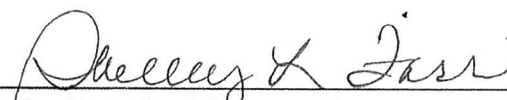
- \$100.00 Initial Application Fee - for each adult applicant/tenant (other than husband/wife or parent/dependent child, which are considered one applicant), requiring full complete application packet.
- \$25.00: Additional Application Fee for resubmitting an incomplete application for review and consideration. To be paid along with all missing forms or information.
- All application fees are non-refundable.

18. **Basis for Rejection of Lease or Occupancy Agreements**

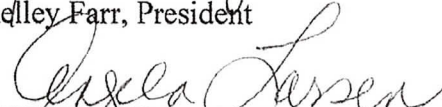


- a. Any material misrepresentation of fact set forth in the Lease/occupancy Application or Application for Approval of Renewal;
- b. any prior conviction, plea of no contest, or plea of guilty, to a crime which involved the use of a firearm within the last ten (10) years;
- c. any pending charge involving physical injury to the victim or any sex offense, by any occupant, lessee, tenant or proposed occupant, lessee or tenant, within the last three (3) years;
- d. any prior conviction, plea of no contest, or plea of guilty, to a charge of domestic violence, or domestic battery, by any occupant, lessee, tenant or proposed occupant, lessee or tenant, within the last ten (10) years;
- e. by any occupant, lessee, or tenant or proposed occupant, lessee or tenant who is a Registered Sex Offender or Registered Sexual Predator, listed with the FDLE;
- f. any application or lease which indicates that the proposed use of the property would violate the Declaration, any exhibit thereto, or any rule or regulation of the Association;
- g. any application or lease by an occupant, lessee, tenant or proposed occupant, lessee or tenant that previously caused a material violation of the Association's governing documents, within the past twelve (12) month period; which lead to more than one fine of \$1,000.00 being imposed.

IN WITNESS WHEREOF, the Board of Directors has approved the provisions hereof on \_\_\_\_\_, 2021 at a duly called meeting of the Board at which a quorum was present.

  
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Shelley Farr, President

Date 9/1/21

  
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Angela Larsen, Secretary

Date 9/1/21