

The Landings Maintenance Association Inc.

Corporate Resolution Implementing Rules and Regulations
Concerning Leasing Restrictions and Procedures

WHEREAS The Landings Maintenance Association, Inc. (hereinafter referred to as "Association") is a homeowner association community governed pursuant to its Declaration of Covenants (hereinafter referred to generally as the "Declaration") recorded in O.R. Book 21514 Page 3 of the Public Records of Broward County, Florida as well as Chapters 617 and 720, Fla. Stat.: and

WHEREAS Article VIII, Section 2 of the Declaration provides that the leasing of lots/units (also referred to herein as "Home") shall be subject to the Association's written approval, which shall not be unreasonably withheld, and which shall be deemed given if the Association does not deny approval within fifteen (15) days of the receipt of a request for approval together with a copy of the proposed lease and all supporting information reasonably requested by the Association; and

WHEREAS Article VI, Section 25 allows the Board of Directors to promulgate additional rules and regulations of the Association; and

WHEREAS the Board of Directors, for the health, safety and welfare of the Association community, wishes to approve/disapprove all potential lease application pursuant to republished rental guidelines, therefore

LET IT BE RESOLVED that the Board of Directors, by at least a majority vote at a duly called and noticed meeting held on May 24, 2016, passed this resolution and hereby further pass and enact the following leasing/rental provisions which shall take full force and effect commencing thirty (30) days from the date this resolution is signed; and

LET IT FURTHER BE RESOLVED that management for the Association shall ensure this resolution is mailed to each owner within the Association and posted to the Association's website along with the Board approved rental application.

I. Rental Guidelines

- A An Owner may lease his or her home so long as the lease and the occupancy contemplated by the lease, has been approved in advance, in writing, by the Association.
- B Only the entire Home may be rented. Rent-sharing, the rental of rooms or a portion of the Home is prohibited. There shall be no subdivision or subleasing of the Home. Homes may only be occupied by tenants as a single family residence.

- C All leases shall be in writing. The Association may require the use of a particular lease form. Irrespective of the form used, all leases shall automatically be deemed to include the following language:

“The Association shall have the right to terminate the lease in the name of and as agent for the lessor upon default by tenant in observing any of the provisions of the Declaration, the Articles of Incorporation and By-Laws of the Association and its applicable rules and regulations or other application provisions of any agreement document or instrument governing the Properties (as defined in the Declaration) or administered by the Association.”

- D The minimum lease term shall be one year.
- E Notwithstanding that a lease may contain an automatic renewal, the Owner must still have their tenants apply for approval to the Association for the renewal term. However, such tenants shall be exempt from paying any application fee that the Board of Directors may choose to regularly charge.
- F The Association may require the payment of a preset screening fee in an amount determined to cover the cost to properly screen a proposed tenant.
- G As permitted by the Declaration, any Owner who wishes to lease shall be required to place in escrow with the Association five hundred (\$500.00) dollars which may be used to cover the repair of any damage to common areas or other portions of the Properties as defined by the Declaration, due to acts or omissions of the Owner’s tenants.

II. **Approval of Leasing**

- A All leases shall be subject to prior approval of the Association. Approval shall not be unreasonably withheld. For purposes hereof, occupancy of a Home by a person or persons in the absence of the Owner (except for the spouse of the Owner, parents, grandparents or siblings, of either the Owner or spouse) in excess of sixty (60) days, shall be treated as a lease and must be approved in advance in writing by the Association.
- B Within a reasonable time, not less than fifteen (15) days prior to the commencement of the proposed lease term, an Owner or his agent shall apply to the Association for approval of such lease.

If desired, the Board or its managing agent may prescribe the application form.

The Owner or the intended lessee shall furnish such information as the Association may reasonably require, including a copy of the proposed lease, and the prospective lessee shall make himself or herself available for a personal interview, if desired by the Board, prior to the approval of such lease.

The Association may require a U.S background investigation and/or an international background investigation (if applicable for a proposed lessee from a foreign country) as to the proposed lessee's financial history, criminal history, residential history or otherwise. The interview may be conducted over the telephone if the Board of Directors or its designee so agree.

The Association may require the following from a proposed international lessee who is not a U.S. citizen or permanent resident: valid passport, valid visa (if required by the United States government) whose expiration date is later than the end date of the lease term and a valid driver's license.

It shall be the Owner's obligation to furnish the lessee with a copy of the Declaration and applicable Rules and Regulations.

- C It shall be the duty of the Association to notify the Owner of approval or disapproval of such proposed lease within fifteen (15) days after receipt of the fully completed application for lease submitted with all required information.

III. **Disapproval of Lease**

- A Approval of the Association shall be withheld only if a majority of the entire Board, a committee appointed by the Board or a person designated by the Board so determines based upon the criteria herein.

If the proposed tenant fails to complete an application or otherwise submit required additional documentation, the lease may be automatically rejected but subject to reconsideration when the additional documentation is timely presented.

The Association may consider the following factors reaching its decision:

- (i) The application for approval on its face, or subsequent investigation hereof, indicates that the person seeking approval intends to conduct himself or herself inconsistently with the Declaration or application Rules and Regulations, or the occupancy is inconsistent with the aforementioned documents.

- (ii) The person seeking approval (which shall include all proposed occupants) has a criminal history which includes any of the following: has been found guilty or pled no contest, irrespective if adjudication is withheld or not, of any felony within the last ten (10) years or any misdemeanor involving violence to persons, destruction/theft or property or demonstrating dishonesty or moral turpitude within the last five (5) years. Notwithstanding, any person who is found guilty or otherwise pleads no contest to any first or second degree murder or any charge/indictment of sexual battery, sexual assault or aggravated stalking shall never be eligible to rent/lease within the Association irrespective if adjudication is withheld or not. The terms felony or misdemeanor shall refer to those crimes categorized as such by the jurisdiction where the alleged crime was committed. Absent such designation by the aforementioned jurisdiction, the Association may categorize the criminal activity based on how it would be categorized under Florida law.
- (iii) The Owner allowed the prospective lessee to take possession of the premises prior to approval by the Association as provided herein.
- (iv) The person seeking approval (or any such proposed occupant) has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities or associations.
- (v) The person seeking approval (or any such proposed occupant) has been evicted within the last two (2) years.
- (vi) The person seeking approval (or any such proposed occupant) has a history of financial irresponsibility, including an active bankruptcy or foreclosure, or a discharged/dismissed bankruptcy or foreclosure with the past two (2) years.
- (vii) Income and source of income cannot be verified for the person seeking approval.
- (viii) The person seeking approval's monthly gross household income is less than 3x the monthly rental in the lease.
- (ix) The person seeking approval provides false or misleading information in the application.

- (x) The person seeking approval failed to provide the information and/or pay fees or make himself or herself available for a personal interview as required to process the application in a timely manner.
- (xi) All assessments, fines and other charges against the property have not been paid in full by the Owners.

The Landings Maintenance Association, Inc.

By: Bruce J. Kemache President
Delene G. Beles Secretary

Date: May 24, 2016