

**SOUTH FORK OF
HILLSBOROUGH COUNTY HOMEOWNERS ASSOCIATION, Inc**
Leasing/Occupancy Restrictions, Guidelines, Policies and Procedure

WHEREAS, the Board of Directors (the “Board”) of South Fork of Hillsborough County Homeowners Association, Inc. (the “Association”) is charged with the responsibility of managing the affairs of the Association in accordance with the Declaration of Covenants, Conditions and Restrictions for South Fork of Hillsborough County Homeowners Association, the Articles of Incorporation for South Fork of Hillsborough County Homeowners Association, Inc., the By-Laws of South Fork of Hillsborough County Homeowners Association, Inc., and the Association’s rules and regulations, as may be amended from time to time (collectively referred to as the Association’s “Restrictions”);

WHEREAS, the Association is a homeowners association governed by Chapter 720, Florida Statutes;

WHEREAS, each Owner of a Lot within the Association (“Owner”), is a member of the Association;

WHEREAS, Article IX of the Declaration, Article V of the Articles of Incorporation, and VII of the Bylaws provides that the Association may adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Lots, Dwellings, and the Common Areas;

WHEREAS, Article IX and Article XI of the Declaration provides for the Association’s use restrictions relating to the leasing of Dwellings and Lots;

WHEREAS, in accordance with Article IX of the Declaration, the Association is responsible for the approval and disapproval of the leasing, licensing or occupancy of Dwellings;

WHEREAS, the Board of Directors shall determine the lease application fees associated with the leasing, licensing, or occupancy of the Dwellings;

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 Dwellings, 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 Dwelling is occupied by a person who does not have a permanent residence elsewhere while the Owner resides elsewhere; or the occupancy of a Dwelling by any person other than a record owner, whether by oral or written agreement, with or without consideration, for any period of time exceeding thirty (30) consecutive days; or the occupancy of a Lot by an adult person who is residing at the Lot in exchange for consideration.
3. Any adult occupants of a Dwelling, other than the owners of the Dwelling, shall require an application, background check, and written approval of the Association regardless of whether the Owner resides within the Dwelling concurrently.
4. Individual rooms of a Dwelling may not be leased on any basis. No Dwelling shall be used as a hotel, temporary housing establishment, AirBnB, VRBO, vacation rental, bed and breakfast facility, assisted living facility or similar establishments. No Dwelling shall be used as transient housing.
5. No Dwelling may be leased during the first two (2) years of ownership by the Owner of that Lot.
6. A Dwelling may be leased for only twelve (12) month periods. No Dwelling may be leased more than two (2) times in any calendar year.
7. All leases shall require that the Dwelling be used solely as a Private Single-Family Residence.
8. An Owner who is delinquent in any monetary obligation to the Association shall be precluded from renting or leasing his or her Dwelling.
9. In the event the Association approves a lease, such approval of a lease shall not release the Owner from any obligation under the Restrictions.
10. In the event that a lease is not approved, the lease, occupancy and tenancy shall not be created, and the tenant(s) shall not take possession of the Dwelling.
11. All applications shall include the lease and/or occupancy agreement as well as the a Standard Lease or a lease addendum which provides that the Occupants(s), Tenant(s) and their guest(s) and invitee(s) must comply with the Declarations, Articles of Incorporation, Bylaws, and rules and regulations of the Association.
12. Any failure by the owner, occupant, tenant, or any guest of the occupant or tenant to comply with any provision of the Declarations, 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 Owner to terminate the lease, without liability, and to evict the tenant/occupant in accordance with Florida law.

13. Each 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 Declarations, 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.
14. 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.
15. In the event the Association approves a lease, such approval of a lease shall not release the Lot owner from any obligation under this Declaration.
16. In the event that a lease is not approved, the lease, occupancy and tenancy shall not be created and the tenant(s) shall not take possession of the Lot.
17. All applications shall include the lease and/or occupancy agreement as well as the Association's Lease Addendum which provides that the Occupants(s), Tenant(s) and their guest(s) and invitee(s) must comply with the Declaration, Articles of Incorporation, Bylaws, and rules and regulations of South Fork of Hillsborough County.
18. 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 Lot owner to terminate the lease, without liability, and to evict the tenant/occupant in accordance with Florida law.
19. Each Lot 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 Lot owner, in accordance with the terms hereof.
20. 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 Lot owner and may be treated as an assessment as set forth in the Declaration.

21. Lease/Occupancy Application and Approval

- a. All lease or occupancy agreements must be in writing
- b. Lease or occupancy agreements, together with a fully completed application, Lease/Occupancy Addendum, signed by both the owner and tenants or occupants, including all application fees, deposit fees, and background checks shall be submitted to the Association for approval at least fourteen (14) days prior to commencement of the lease or occupancy term.
- c. National Background checks from a reputable company must be completed by the Owner(s) and submitted with the application for all adult occupants.
- d. Incomplete lease/occupancy applications will not be considered and additional fees are required for each subsequent submission.
- e. Prior occupancy of the applicant(s) prior to approval of the application will result in the application for lease/occupancy being immediately rejected.

22. Lease/Occupancy Application and Deposit Fees

- \$150.00: Initial Application Fee for each new occupant/tenant (other than husband/wife or parent/dependent child, which are considered one applicant), requiring full complete application packet.
- \$100.00: Renewal/Annual Application Fee for each existing occupant/tenant (other than husband/wife or parent/dependent child, which are considered one applicant), renewing lease or requesting annual approval.
- \$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.

23. Basis for Rejection of Lease or Occupancy Agreements

- a. any material misrepresentation of fact set forth in the lease, application or an 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;
- d. any plea of no contest, or plea of guilty to a crime involving physical injury to the victim or any sex offense, by any occupant, lessee, tenant or proposed occupant, lessee or tenant, within the last five (5) years;
- e. any prior conviction, plea of no contest, or plea of guilty, to a charge of domestic violence, domestic battery, aggravated battery, or aggravated assault by any

occupant, lessee, tenant or proposed occupant, lessee or tenant, within the last five (5) years;

- f. 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;
- g. the occupancy or rental of any Lot not current with the payment of any monetary obligation owed to the Association;
- h. any application or lease which indicates that the proposed use of the property would violate the Restrictions, any exhibits thereto, or any rule or regulation of the Association;
- i. 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.