

## Rental of Units

No owner may lease a home for less than three (3) months nor more than three (3) times in a year. Units must be leased in their entirety, and shall be used as a residence and/or home office only, except as otherwise expressly provided in the Declaration of Condominium, all in accordance with, and only to the extent permitted by, applicable City, County, state and federal codes, ordinances and regulations.

Although leasing of Units is not subject to the prior written approval of the Association, the Association requires that written notification from an Owner that a Unit has been leased including information about the tenants in a Tenant Information Form to be completed by the Owner and tenants, and that a copy of the signed lease be provided by the Owner to the Management Company for the Association not later than ten (10) business days after the commencement of the term of the lease. The necessary forms are available from the Management Company for the Association. The failure of an Owner to provide the Management Company for the Association with a completed Tenant Information Form and copy of a signed lease on a timely basis will constitute a violation of these Rules and Regulations by the Owner.

Each lease shall specifically provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of the Declaration, the Articles of Incorporation or Bylaws of the Association, or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by the Association.

An Owner shall have no right to lease his or her Unit if, at the commencement of the lease, the Owner is delinquent in the payment of Assessments to the Association or has an outstanding fine. If the Owner and Board agree, the Association will collect any deposit required under a Lease and all rental payments until any delinquent Assessment payments have been paid in full. The Board will review these types of requests on a case by case basis.

The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant and Special Assessments may be levied against the Unit therefor.

As is provided in Sec. 17.8 of the Declaration, all leases are subordinate to any lien filed by the Association, whether prior or subsequent to the lease.

The Association shall not be responsible for consequential expenses incurred by the tenant or the Owner in relation to any leasing of a Unit.

Occupancy of a Unit by an Owner's friends, relatives, or any other party while the Owner does not reside in the Unit shall be deemed a tenancy or lease, regardless of whether there is a written lease agreement or whether any payment is received by the Owner in consideration of the occupancy of the home, and shall be considered to be a lease by the Association and, therefore, subject to all requirements in these Rules applicable to. In any such occupancy arrangement, no less than seven (7) days prior to commencement of the tenancy, the Owner shall inform the Management Company for the Association of the occupancy.

The Unit Owner has the responsibility to ensure the tenant fully understands the rules that all residents must follow including, but not limited to the use of amenities, pool rules, gym rules, disposal of trash, parking and vehicle use, alterations, pet restrictions, occupancy, guests, nuisance activity, proper use of the Unit.

The Unit Owner has the responsibility to provide the tenant with access card(s) for the amenities and to collect access cards at the end of the lease, to provide the access code for the pedestrian gates, and to explain the proper operation of the trash compactor.

The tenant has all the rights to use the Association Property and Common Elements as would the Unit Owner. The Unit Owner of the leased Unit does not have such rights, unless he/she is a guest of another Unit Owner. The Unit Owner has access rights as a landlord, as defined by Chapter 83, Florida Statutes.

**Upon the commencement of any lease, the Owner is required to provide all tenants and occupants with access to copies of the Association's Rules and Regulations and inform the occupants that all occupants are required to comply with these Rules and Regulations and all of the other restrictions contained in the Association's documents.**