

Creekside Preserve Condominium Association Inc.

Policy: Leasing of a Unit(s)

Policy Explanation:

The Creekside Preserve Condominium Association (the "Association"), has the duty to enforce owners and tenants' compliance with the Declaration of Condominium of Creekside Preserve, a Condominium - section 18.2 Leases. A Unit owner may only lease his/her entire Unit and then only in accordance with this section after receiving approval from the Association.

This Policy is an overview of the Declarations, Articles of Incorporation, By Laws, Rules and Regulations and other applicable provisions governing the Leasing of a Unit that are covered in the above documents.

Reference:

Florida Condominium Act: Florida Statutes Chapter 718.110(13)
Amendments to the Declaration of Condominium of Creekside Preserve, a Condominium - 18.2 Leases

Lease Requirements:

The Association and Management Company have adopted standards that must be followed on the leasing of a Unit before a Lease can be approved. It must also be noted that any purchaser of a Unit after May 4, 2022 is prohibited from leasing his or her Unit for a period of one (1) year from the date of purchase. No Portion of a Residential Unit (other than an entire Unit) may be leased. A Unit Owner may only lease their entire Unit, and then only in accordance with the following after receiving approval from the Association. Subletting is prohibited - Tenants are not permitted to sublet.

No Lease of a Unit shall be for a period less than thirty (30) days and no Unit may be leased in excess of four (4) in a calendar year except for renewals.

No owner or agent shall execute a lease with any proposed tenant or occupant or allow him/her to occupy a unit without prior written approval from the Association.

The Association has the right to review all leases and lessees prior to the execution of any lease and charge a reasonable administration fee for the same and require that each lease contain certain uniform provisions, including provisions reflecting the foregoing terms and conditions.

Procedures:

Notice by a Unit Owner: An owner intending to lease their Unit shall give the Management Company an executed Creekside Preserve Lease Packet at least thirty (30) days prior to the proposed transaction. The Lease Packet is available through the Management Company or the logon page of www.creeksidecondo.org. The Board may require a personal interview with the proposed lessees and his or her spouse, if any, as a conditional approval.

Approval: After the required notice and all information or interviews requested, the Board shall approve or disapprove the proposed lease within twenty (20) days. If the Board neither approves or disapproves

within the time stated above, such failure to act will be deemed the equivalent of approval, and on demand the board shall issue a written letter of approval to the lessee.

Disapproval: A proposed lease shall be disapproved only if a majority of the Board so votes, and in such case the Unit Owner shall be notified in writing and the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following:

1. The Unit Owner is delinquent in the payment of assessments at the time the application is considered.
2. Th Unit Owner has a history of leasing his Unit to troublesome lessees and/or refusing to control or accept responsibility for his occupancy of his Unit.
3. The real estate company or rental agent handling the leasing transaction on behalf of the Unit Owner has a history of screening lessee applicants inadequately or recommending undesirable lessees.
4. The application on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Condominium.
5. The prospective lessee or any proposed occupants have been convicted of a felony involving violence to persons, property or pets, or a felony demonstrating dishonesty or moral turpitude, including the use, possession or distribution of a controlled substance.
6. The prospective lessee or any proposed occupants have a history of conduct which evidences disregard for the rights and property of others.
7. The prospective lessee or any proposed occupants evidences a strong probability of financial irresponsibility.
8. The lessee or any occupants, during previous occupancy, have evidenced an attitude of disregard for the Association rules; or
9. The prospective lessee or any proposed occupants give false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposits is not paid.
10. The Owner fails to give proper notice, pursuant to the requirements set forth above, of his intention to lease his Unit to the board of Directors.

Failure to Give Notice or Obtain Approval: If proper notice is not given, the Board at its election may approve or disapprove the lease. Any lease entered into without approval may, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee with five (5) days' notice, without securing consent to such eviction from the Unit Owner.

Fees for Processing Applications for Approval to Lease: The Board's approval is required to allow the lease of a Unit, the Association may charge the Owner a preset fee for processing the approval, such fee not to exceed the maximum amount allowed by law. No fee may be charged for approval of a renewal or extension of a lease with the same lessee.

If you have any questions concerning Creekside Preserve's Leasing Policy, please contact the Management Company.