

Reserve at Crossing Creek Village Phase 2 Leasing Limitation Rules and Waiting List

1. Pursuant to Section 12.4 of the Declaration, no more than eight lots (10% of 88 lots) in the Association may be leased at any one time. Pursuant to Section 12.4 of the Declaration, owners are not permitted to lease their lot until they have owned the lot for at least one (1) year. All leases are subject to the provisions of the Declaration and the Rules and Regulations adopted by the Board from time to time. The following definitions shall apply to leasing in the community:

(a) Definitions:

- (i) The term “lease” shall be defined as any occupancy for periods of time when the owner is not present and only money is paid to the owner/homeowner.
- (ii) The term “tenant” shall refer to tenants of a lease with an owner where the tenant is paying money to the owner in exchange for the right to occupy the home.
- (iii) The terms “guest” and “occupant” shall be defined as any occupancy or use of the home by guests or family members of the owner regardless if the owner is currently residing in the home, and when there is no lease or money being paid to the owner.

2. The Association shall maintain a list of lots available for lease (Rental List). This list shall include:

- a. All lots currently leased (up to a maximum of 10% of 88 lots), and
- b. Lots available for lease in addition to those currently leased (Waiting List)

3. When a currently leased lot becomes available for a new tenant, the owner has 180 days to lease to a new tenant. If a new tenant is not found within the 180 day time frame, its position is forfeited and it moves to the end of the Waiting List and the first lot on the Waiting List now becomes available for lease (and each lot on the Waiting List moves up one position).

4. When a lot moves from the Waiting List and becomes available for lease, it must be leased within 180 days or its position is forfeited and it is moved to the end of the Waiting List.

5. Lots may only be added to the Rental List upon written approval of the Board of Directors. The approval shall be on a first come, first served basis by certified letter to the Association.

6. A lot shall be automatically removed from the Rental List upon transfer of title. Exclusions to this rule include:

- c. Transfer of title to a spouse
- d. Transfer of title to a child (children) of the owner or to a child (children) of the owner’s spouse
- e. Transfer to a trust, the beneficiaries of which are the owner or family members as defined above

7. Owners desiring to rent their homes to tenants must submit a rental application on a form provided by the Association, along with a copy of the proposed lease and an application fee up to the highest amount permitted by law, as determined by the Board. Lease terms must comply with the restrictions contained in the Declaration, and no lease shall be for a term of less than six (6) months.

8. The Board (or Management Company) shall have the authority to conduct reasonable national and/or international criminal background checks, as applicable, on all proposed tenants. The application shall contain the tenant's written consent for the Association to conduct such background checks. The Board shall have the right to disapprove any potential tenant based on the results of the background checks conducted by the Board (or Management Company) and based on the approval guidelines and standards adopted by the Board. The Board shall have the authority to delegate the approval/denial decision to a Board-appointed committee or to an individual Board member designated by the Board.

9. The lease shall contain the written agreement of the tenant to observe the Declaration of Covenants, Conditions, Restrictions, and Easements, plus the General Policies of Reserve at Crossing Creek Village Phase 2. The tenant must submit a signed form indicating the owner has provided a copy of the Declaration of Covenants, Conditions, Restrictions, and Easements, plus the General Policies of Reserve at Crossing Creek Village Phase 2.

10. No tenancy may commence before receiving the prior written approval of the Board.

11. The premises shall be used only as a personal residence. Only the persons who have executed the lease as tenants and their minor children, shall be considered as tenants hereunder. However, if the tenant desires to add additional occupants that have not executed the lease, such additional occupants must be approved in advance by the owner and are subject to the application, background check, and advance Board approval requirements in this restriction.

12. All Owner's guests, tenants and occupants, and guests of tenants and occupants, shall comply with all of the Association's restrictions, rules, and regulations, and shall not participate in any conduct that unreasonably disturbs other residents' peaceful enjoyment of the property, or participate in any conduct that violates any state, local, or federal laws, rules, regulations, or ordinances.

13. The Owner accepts all responsibility for the conduct of guests, tenants and occupants, and guests of tenants and occupants, and shall immediately take any required action to correct violations of the Association's documents upon notice from the Board (or Management Company). The Owner is responsible for all attorney's fees and costs incurred by the Association in any enforcement action against Owners, guests, tenants, or occupants.

14. If the homeowner allows his/her guests, tenants or occupants to have pets in the home, the guests, tenants or occupants shall be obligated to comply with all of the Association's pet restrictions, rules, and regulations, including but not limited to picking up after the pet and controlling the pet so that it does not become a threat or nuisance to others

in the community. In the event that a pet becomes a nuisance or safety hazard, the Board (or Management Company) shall have the authority to require immediate removal of the pet.

15. Maximum occupancy is two (2) persons per bedroom as defined on the Manatee County Property Appraiser website.

16. Administration of this document shall be assigned to the Property Management Firm hired by the Association. The Property Management Firm shall:

1. Provide copies of the application to applicants and collect fees
2. Review application
3. Conduct background check
4. Assist the Board or the designated committee or board member to determine if applicant meets Reserve at Crossing Creek Village Phase 2, HOA requirements
5. Maintain the records of leased properties
6. Track and send necessary violation letters regarding leasing and occupancy of homes that are contained within the governing documents, as they may be amended from time to time.
7. If violations are not remedied after receiving correspondence from the property manager, the violation shall be reported to the Board for consideration of formal legal action.