

LEASING AND OCCUPANCY POLICIES

Adopted July 28, 2020

Each Owner has the right, to sell or lease his Unit; provided that, the Owner complies with the terms of the Declaration of Condominium. Each new Owner shall be bound by the provisions of the Declaration of Condominium and all Condominium documents, and these Rules and Regulations.

Each Unit shall be occupied only as a single residential private dwelling by no more than four (4) persons in a two bedroom Unit or six (6) persons in a three bedroom Unit at any one time. No Unit may be divided or subdivided into a smaller Unit.

All persons not named on the Deed of Record, over the age of 18 years that will occupy the unit for over 30 days, shall be required to complete the background check (through the current background screening company) at the prevailing rate. The only exception to this is immediate family members, if residing in the Unit with the owner.

All Tenants residing in the leased unit, must be named on the lease agreement. Persons under the age of 18 years must be named as an Occupant, and should be listed by full initials.

If there is a lease, then upon the next lease renewal when the child has reached the age of 18 years, they would be required to complete the Background check. If there is not a lease, then the child would need to complete the background check when they turn age 18 years of age.

All Lease Agreements, together with any documents (ex. pet records, management agreement, etc.) requested by the Association and the application signed by both the Owner or their agent, and tenant, in a form approved by Association, must be submitted to the Association at least thirty (30) days prior to commencement of the lease term.

No Lease Agreement may be for a term of other than seven (7) months.

If a lease is not in effect, then a Resident Addendum Form or similar must be signed by the parties committing the Resident to an occupancy of a minimum of seven (7) months and submitted to the Association.

No Unit may be leased more than twice in any calendar year.

All tenants and Residents shall agree to abide by and adhere to Declaration, the Rules and Regulations and any other policies adopted by Association.

Failure to comply with the Leasing and Occupancy Policies may result in denial of the lease application.

The Association shall have the right to use as grounds for disapproval of any Lease Agreement the fact that the Unit Owner is currently delinquent in the payment of an assessment at the time the approval is sought.

Reasons for denial shall include: Conviction or adjudicated of a violent felony, such as one that is sexual in nature or several recent (within 10 years) felonies.

If the Association disapproves a Lease Agreement or Occupancy the Unit Owner shall be advised of the disapproval in writing, and the Lease Agreement shall not be made, nor shall the party become a Resident of the Unit.

DEFINITIONS:

“Tenant” is the term for a named party or signatory to a lease.

“Resident” means someone over the age of 18 years, who lives in the premises but is not a signatory to a lease.

“Occupant” A child is considered anyone under the age of 18 in the United States. A child is not a tenant and is considered an “occupant.”

“Immediate family”: An immediate family member is defined as a parent; sibling; child by blood, adoption, foster care or guardianship or marriage; spouse; grandparent or grandchild.

REFERENCE: Declaration of Condominium for Ventura at Bella Trae, including but not limited to 12. Use Restrictions and 13. Maintenance of Community Interest

REFERENCE: The Federal Fair Housing Amendments Act of 1988 (FHAA)

REFERENCE: Florida Statutes 718

718.106 (4) When a unit is leased, a tenant shall have all use rights in the association property and those common elements otherwise readily available for use generally by unit owners and the unit owner shall not have such rights except as a guest, unless such rights are waived in writing by the tenant. Nothing in this subsection shall interfere with the access rights of the unit owner as a landlord pursuant to chapter 83. The association shall have the right to adopt rules to prohibit dual usage by a unit owner and a tenant of association property and common elements otherwise readily available for use generally by unit owners.

718.116 (11)(a) If the unit is occupied by a tenant and the unit owner is delinquent in paying any monetary obligation due to the association, the association may make a written demand that the tenant pay to the association the subsequent rental payments and continue to make such payments until all monetary obligations of the unit owner related to the unit have been paid in full to the association. The tenant must pay the monetary obligations to the association until the association releases the tenant or the tenant discontinues tenancy in the unit.