

**STRATFORD POINTE HOMEOWNERS’  
ASSOCIATION OF ORANGE COUNTY FLORIDA, INC.**

**Rules & Regulations Regarding Rentals**

The following written Rules and Regulations are adopted in order to maintain and foster the market values within our development. These rules are intended to comply with all applicable federal, state, county, city laws and regulations; any conflict between the provisions herein shall be resolved in favor of the law. Further, these rules are intended to supplement the Declaration of Conditions, Covenants, Easements and Restrictions for Stratford Pointe (Declaration) and/or any Bylaw provisions that address the topics set forth below; not to supplant or amend them. In the event of an inconsistency or conflict between these Rules and the Declaration or Bylaws of the Association, the Declaration and/or Bylaw provisions shall supersede and apply. In the event that any provision of this instrument shall be determined to be invalid or unenforceable by any Court of competent jurisdiction, such determination shall not affect the validity of any other provision herein.

1. Introduction – In the interest of protecting homeowners and their families, preserving property values and enhancing the quality of life within the community, the Association has developed a standard set of rules and procedures addressing the renting/leasing of homes within the community. The following material outlines the rules, requirements, and responsibilities of homeowners wishing to rent or lease property within Stratford Pointe and of their respective tenants.

2. FHA Statement – Nothing in this policy is intended to act to discriminate against any protected class, to wrongfully deprive anyone of housing or to violate any provision of the Fair Housing Act (FHA).

3. Definitions –

- a. “Association” – Stratford Pointe Homeowners’ Association of Orange County Florida, Inc., a Florida corporation not for profit, its successors and assigns.
- b. “Rental(s)” – Any home/property within the Association that is rented, leased, or occupied by residents other than the legal owner.
- c. “Living Unit” – Any portion of a building or a residential structure situated upon a Lot, within the Subject Property designed and intended for use and occupancy as a residence.
- d. “Lot” – Any parcel of land as shown on the Plat of the Properties which Lot is intended to have a single family dwelling unit constructed thereon and any other property hereafter declared as a Lot by the Declarant.
- e. “Landlord” and/or “Owner” – The legal owner that is leasing or renting their property.

f. “Tenant” – The resident that is leasing or renting from the legal owner.

4. Rules – All owners who rent or who are considering renting their home are subject to these Rules and Regulations. This condition also pertains to instances where the owner rents to a family member.

a. Living Units may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Living Unit. Individual rooms of a Living Unit may not be leased on any basis. No transient tenants may be accommodated in a Living Unit. All leases or occupancy agreements shall be in writing and a copy of all leases of Living Units shall be provided to Association. All leases require Association approval, shall be on forms approved by Association, and shall provide (or if not provided, shall be automatically deemed to provide) that Association shall have the unilateral right to terminate the lease upon default by the tenant in observing any of the provisions of the Association Documents or other applicable provisions of any agreement, document, or instrument governing Stratford Pointe or administered by Association. Effective as of the date of recording of this adoption to the Declaration, each Owner hereby acknowledges and agrees that any and all leases entered into by such Owner in connection with his or her Living Unit shall be deemed to incorporate by this reference a collateral assignment of rents and leases in favor of the Association in the event such Owner leasing his or her Living Unit is past due in the payment of his or her assessments, which collateral assignment of rents and leases shall provide Association with the power and authority to take actions including, but not limited to: (i) collecting rents now due or that become due directly from such Owner’s tenant(s) (or other party in possession of the Living Unit); and/or (ii) pursuing any and all legal remedies available against such Owner and/or such Owner’s tenant(s) including, but not limited to actions for eviction of such Owner’s tenant(s). Owners are responsible for providing their tenants with copies of all such Association Documents or instruments at such Owner’s sole cost and expense.

b. No subleasing or assignment of lease rights by the tenant is permitted. In no event shall occupancy of a leased Living Unit (except for temporary occupancy by visiting guest(s)) exceed two (2) persons per bedroom. Each Owner shall be jointly and severally liable with the tenant to Association for all costs incurred by Association for the repair of any damage to Common Properties or to pay any claim for injury or damage to property caused by tenants. Association shall repair any such damage and the cost of such repair shall be invoiced as an individual assessment to the Owner. Notwithstanding the foregoing, this Section shall not apply to a situation where an Owner or resident of a Living Unit receives in-home care by a professional care giver residing within the Living Unit. The restrictions set forth herein regarding leasing and occupancy of a Living Unit are established for the express purpose of protecting the value and desirability of the Living Units and the overall Development as a residential community. Accordingly, the Developer is attempting through this restriction to preserve the residential ambience of the Development by prohibiting occupancy and use of Living Units by multiple unrelated individuals who do not own the Living Unit. It is the experience of the Developer that such occupancy of Living Units by multiple unrelated individuals, particularly on a relatively short

term basis by leasing, generally increases the number of person and vehicles traveling to and from, and parking at, Living Units, and also increases the potential for noises and other disturbances with the Development. It is expressly not the intention of the Declarant in imposing this restriction on leasing and occupancy of Living Units to discriminate against any persons in any manger based on race, color, national origin, sex, handicap, familial status or religion.

c. Lease Requirements. In addition to the foregoing, all leases or occupancy agreements of Living Units (collectively, "Lease Agreements") are subject to the following provisions:

- i. All Lease Agreements shall be in writing. All prospective occupants of the Living Unit shall be identified in the Lease Agreement. A copy of all Lease Agreements shall be provided to Association.
- ii. All Lease Agreements, together with an application signed by both the Owner and tenant, in a form approved by Association, shall be submitted to Association at least fifteen (15) days prior to the commencement of the lease term.
- iii. The Owner shall pay the lease application fee prescribed by Association. The lease application fee shall be Seventy-Five dollars (\$75.00) and may be increased from time to time by the Board without amendment to the Declaration. Such lease application fee may be waived on a year-to-year basis by the Board without amendment to the Declaration.
- iv. Association shall conduct a background check on each prospective tenant and/or occupant at such Owner's sole cost and expense. (Association may also charge a reasonable fee of no more than One Hundred (\$100.00) dollars to offset the costs of a background check on tenant).
- v. No Lease Agreement may be for a term of less than one (1) year.
- vi. No Living Unit may be leased more than two (2) times any calendar year unless approved by Association in the case of hardship.
- vii. The tenant, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of the Association Documents and all other policies adopted by Association.
- viii. The Owner shall agree to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant should the tenant

refuse or fail to abide by and adhere to the Association Documents or any other policies adopted by the Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such tenant and the costs of the same shall be charged to the Owner as an individual assessment.

- ix. All Lease Agreements shall require the Living Unit to be used solely as a private single family residence.
- x. Maximum Number of Tenant Occupants per Living Unit. Each leased Living Unit shall be occupied by tenants, members of the tenant's family, overnight guests and professional caregivers as a residence and for no other purpose. The maximum number of tenant occupants in any Living Unit, including overnight guests and professional caregivers, shall be as follows:
  - A. In the event the Living Unit contains two (2) bedrooms, no more than four (4) persons shall be permitted.
  - B. In the event the Living Unit contains three (3) bedrooms, no more than six (6) persons shall be permitted.
  - C. In the event the Living Unit contains four (4) bedrooms, no more than eight (8) persons shall be permitted.
  - D. Right to Use Common Properties. During such time as a Living Unit is leased, the Owner of such Living Unit shall not enjoy the use privileges of the Common Properties appurtenant to such Living Unit.

d. Security Deposit. From and after the date of recordation of this Adoption to the Declaration, each Owner shall collect from their respective tenant and remit to the Association, a security deposit in the amount of One Hundred Dollars (\$100.00), or such other amount as determined by the Board from time to time, to cover expenses related to the maintenance and repairs of the Living Unit and/or damage caused to the Common Properties by the tenant, members of the tenant's family, or the tenant's guests and invitees. The Association shall be entitled to apply the deposit to any tenant obligations in connection with the Living Unit, Common Properties, or otherwise described in this Declaration; provided, that, the tenant does not undertake obligations after notice from the Association. Unless otherwise applied as provided herein, the deposit shall be returned to the Owner upon termination of the lease term after the Association receives notice of such termination. In the event that the Owner does not comply with this Section, the Association may charge the deposit to the Owner as an Individual Assessment. Notwithstanding anything to the contrary herein, the leasing of a Living Unit to a tenant and the

collection of the deposit referred to herein from an Owner shall not reduce or abate any Owner's obligation pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder.

e. Approval of Lessee. Subject to any applicable law, within fifteen (15) days after receipt of any and all information required under these Rules, the Association may, but shall not be required to, either approve or disapprove the proposed transaction. If approved, the approval shall be by a certificate in a non-recordable form executed by the Association. If no action is taken within fifteen (15) days by the Association, the Lease Agreement is deemed approved. Any Lease Agreement disapproved by the Association shall be null and void unless subsequently approved by the Association.

f. The Association shall have the right to use as grounds for disapproval of any lease, including without limitation, any one or more of the following:

- i. The Owner is delinquent in the payment of Assessments at the time the application is considered;
- ii. The Owner has, at any time in the past, leased his or her Living Unit without obtaining the Association's approval;
- iii. The Owner has, in the past, refused to control or accept responsibility for the tenant's occupancy of his or her Living Unit;
- iv. The Owner or its agent handling the lease has, in the past, screened tenant applications inadequately or recommended tenants deemed undesirable in the Association's sole discretion;
- v. The application on its face indicates that the prospective tenant and/or occupants intend to conduct themselves in a manner inconsistent with the covenants and restrictions as set forth in the Association Documents.
- vi. The prospective tenant or occupant has been convicted of a felony involving violence to persons or property, a felony involving the sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude, or is a convicted sexual offender or sexual predator;
- vii. The prospective tenant or occupant has, in the Association's sole discretion, a history of conduct which evidences disregard for the property of other and the rights of others to the peaceful enjoyment of the Living Units.

- viii. The prospective tenant or occupant evidences a strong probability of financial inability to pay rent and other financial obligations under the lease;
- ix. The tenant or occupant, during previous occupancy at Stratford Pointe, has failed to comply with the Association Documents;
- x. The prospective tenant gives false or incomplete information to the Association as part of the application procedure, including without limitation, fails to provide the names of all persons that will be occupants residing at the Living Unit under the Lease;
- xi. The prospective tenants and/or Owner of the Living Unit fails to pay the security deposit; and
- xii. The Owner fails to give proper notice of his or her intention to lease the Living Unit to the Board.