



LEXINGTON
Place

LEXINGTON PLACE CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS REGARDING LEASING OF UNITS

Section 17.2 of the Declaration of Condominium of Lexington Place, A Condominium, states in pertinent part:

17.2 Leases. Leasing of Units shall be subject to the prior written approval of the Association. . . . No lease shall be for a term of less than thirty (30) days. In no event shall a Unit be leased more than six (6) times within any calendar year, regardless of the lease term. . . . Every lease shall provide (or, if it does not, shall be automatically deemed to provide) that: (i) a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of this Declaration (and all exhibits hereto), and with any and all rules and regulations adopted by the Condominium Association from time to time (before or after the execution of the lease); and (ii) a tenant may not, under any circumstances, sublet the Unit (or any portion thereof) to any other person or permit occupancy by any other person. Additionally, copies of all written leases shall be submitted to the Association and tenants must register with the Association prior to moving in. . . .

When a Unit is leased, a tenant shall have all use rights in Association property and those Common Elements otherwise readily available for use generally by the Unit Owners, and the Owner(s) of the leased Unit shall not have such rights, except as a guest, unless such rights are waived in writing by the tenant. . . . Additionally, copies of all leases of Units shall be submitted to the Condominium Association and the tenants thereunder must register with the Condominium Association prior to any occupancy.

These Rules and Regulations govern the procedure by which Unit Owner(s) are to obtain the Association's "written approval" of the Leasing of a Unit.

I. "LEASING" DEFINED

Only entire Units may be leased. Leasing of individual rooms is not permitted. A Unit will be considered "Leased" whenever the Unit is occupied by persons other than the Unit Owner(s), whether for compensation or not.

II. PERSONS SUBJECT TO PRIOR WRITTEN APPROVAL

Except as otherwise permitted herein, all adult occupants of a Unit under Lease must apply for and be approved for occupancy **prior to** taking occupancy of a Unit, except in the case of renewals as described in Rule V. Once approved for occupancy, all occupants must register with the Association as provided in the Declaration. Prior written approval of the Association **shall be** required to renew a Lease with a previously approved Tenant or Occupant.¹

III. DURATION AND NUMBER OF LEASES

No Lease shall be for a term of less than thirty (30) days. Units may not be Leased more than six (6) times in any calendar year period, regardless of the Lease term. Renewals of thirty (30) day Leases shall require prior written approval. However, a renewal of a thirty (30) day lease to the same previously approved Tenant(s) or Occupant(s) shall not count towards the six (6) permitted Leases in a calendar year.

IV. MANNER OF OBTAINING ASSOCIATION WRITTEN APPROVAL

Up to thirty (30) days prior to any Tenant(s) or Occupant(s) taking possession of a Unit, a Unit Owner must provide to the Association the following items:

- a. A copy of the executed Lease agreement; and
- b. The names and ages of **all** proposed occupants of the unit;
- c. A copy of a valid driver's license or other valid State of Florida identification or other government approved identification such as a passport, Federal I-94, I-20 or green card; and
- d. A current criminal background check which shall be provided at the Unit Owner's expense, on all Tenant(s) or Occupant(s) over eighteen (18) years of age who will be occupying the Unit; and
- e. A copy of the completed Lexington Place Condominium Association, Inc., Crime Free Lease Addendum; and
- f. License plate numbers and vehicle registration information for all vehicles which will be driven or parked on Association Property along with current proof of insurance; and
- g. A copy of the current insurance policy covering the Unit and its contents, including casualty damages to other units.²

The Association will provide within that thirty (30) day period its written approval or rejection of the Lease (or Lease renewal), the Tenant(s) and/or the Occupant(s). If approved, the Lease may be made and the Tenant(s) or Occupant(s) may take, or retain in the case of a renewal, possession of the Unit. If the Association rejects the Lease, Tenant(s), or Occupant(s), the Lease may not be made and the Tenant(s) or Occupant(s) may not take

¹ Please see Rule V, *supra*.

² Having insurance is not a prerequisite for leasing a unit.

possession of the Unit or in the case of a renewal, must vacate the Unit upon the expiration of the Lease or renewal period.

It is the Association's intent to process leases in a timely fashion. In most cases leases that are submitted with all required documentation, and a clean background check, can be approved within 48 hours. However, for reasons of due process, the Association reserves the right to provide its written approval or rejection of a lease or lease renewal, via ratification or Board Meeting, within the 30 day period. The association, or its Agent, cannot withhold a decision on the approval or denial of a lease without just cause.

V. BACKGROUND CHECKS

Background Checks shall be conducted via the Florida Department of Law Enforcement website found here: <https://cchinnet.fdle.state.fl.us/search/app/default?0> The report is to be submitted along with all other required approval documentation.

The Association may, at its discretion, amend its protocol to accept background checks from an alternative provider whose service is consistent with industry standards and practices by Florida Realtors.

VI. RENEWALS OF EXISTING LEASES OR OCCUPANCY AGREEMENTS

These Rules apply to renewals of existing Leases. Unit Owners and existing Tenant(s) or Occupant(s) must reapply for and obtain Association approval for the renewal of expiring leases. At least twenty-one (21) days prior to the renewal of any existing oral or written Lease agreement, occupancy agreement, or agreement of any kind, nature or description, including an existing month to month lease, the Unit Owner must seek written approval of **any and all** Tenants or Occupants occupying the Unit. The Unit Owner must submit the documents described in Rule IV and must obtain the prior written approval of the Association to renew any existing Lease. In the case of a requested renewal of a thirty (30) day Lease, or a month to month Lease, the Association may grant a continuing renewal approval not to exceed one (1) year or such lesser time-period as the Association in its judgment may deem appropriate. At the expiration of the continuing renewal period, the Tenant(s) or Occupant(s) must once again seek prior written approval for the renewal of the Lease. In reviewing the renewal of a Lease to previously approved Tenant(s) or Occupant(s), the Association shall consider relevant factors, including but not limited to:

1. The Tenant(s) or Occupant(s) history of violations of the Association's governing documents since the original approval.
2. The Tenant(s) or Occupant(s) criminal history arising or occurring since the original approval.
3. The Unit Owner(s) history of violations of the Association's governing documents since the original approval.
4. The Unit Owner(s) failure to timely pay all regular and special assessments to the Association.

It is the specific intent of this provision that the Association's review of all renewals will include a review of the Unit Owner(s), Tenant(s) and/or Occupant(s) history of compliance during their entire period of occupancy, not just since the most recent renewal.

VII. FAILURE TO OBTAIN ASSOCIATION'S PRIOR WRITTEN APPROVAL

If for any reason the Association denies the proposed Tenant(s), Occupant(s), or Lease, or the renewal of any Lease, Tenant(s), or Occupant(s), then the Lease or renewal shall not be made and the Tenant(s) or Occupant(s) shall not take occupancy of the Unit or in the case of a renewal, shall vacate the Unit at the end of the Lease period. If the application for the renewal of an existing Lease or Occupancy Agreement is denied by the Association, then and in that event the Unit Owner shall terminate the Lease agreement and undertake **immediate** action to remove the Tenant(s) or Occupant(s) as permitted or required pursuant to Chapter 83, Fla. Stat.

VIII. APPEAL PROCESS

If for any reason the Association denies the proposed Tenant(s), Occupant(s), or Lease, or the renewal of any Lease, Tenant(s), or Occupant(s), a request for appeal may be submitted to the association, in writing, within 7 business days of the denial. The Board of Directors will consider the request for appeal at the next regularly scheduled meeting, or at the Board's discretion, a special meeting. If the request for appeal is approved by the Board of Directors, the Board may schedule a date and time to hear the appeal.

IX. PET RESTRICTIONS

Notwithstanding the provisions of Section 17.4 of the Declaration of Condominium of Lexington Place Condominium Association, Inc, Tenant(s) or Occupant(s) are not permitted to maintain household pets in a Unit. Section 17.4 of the Declaration of Condominium permits "Unit Owners" to maintain pets within a Unit, and subjects only "Unit Owners" for the fines and penalties for violations of Section 17.4.

Any pets residing in units with a Tenant(s) or an Occupant(s) at the time and date that these rules are adopted, are considered "grandfathered" and not subject to the Pet restrictions herein. Existing pets are grandfathered in **as to that specific pet**. The right to a pet is not grandfathered. If the specific pet ceases living, a new pet is not permitted.

Revised and adopted this 19th day of April 2019.

THE BOARD OF DIRECTORS
OF THE LEXINGTON PLACE CONDOMINIUM
ASSOCIATION, INC.

By: Zoe Coulcher
Secretary