

Ashington Neighborhood Leasing Policy

All leases must comply with the provisions of the Declaration and any additional rules and regulations that are adopted by the Board of Directors, provided that such rules and regulations are reasonable and consistent with the terms of the Declaration.

(a) Provisions in the Association Lease Application will include:

- 1) Prior to any tenant's moving in, and *at least* fourteen (14) days prior to the commencement of any lease, an application for approval shall be submitted to the Association.
- 2) An application fee as established by the Board of Directors and up to the maximum amount allowed by law must also be submitted for any applicant over the age of 18. The application fee will be used towards conducting a background check on each application.
- 3) A common area deposit is required in the amount of \$2,000 or one month's rent, whichever is greater. This deposit will be held in escrow and returned after the end of the lease period if there are no damages to Association property.
- 4) Reporting of all occupants, pets and vehicles shall be reported and updated as needed, no later than thirty days from the change. All vehicles to be parked on the property must be identified in the application and updated when changes are made. The number of vehicles cannot exceed the combined capacity of the garage and the driveway. Vehicles may not be parked in the street and may not block the sidewalks.
- 5) The application approval process will be administered by the Board of Directors, its agent or designee(s), and is currently assigned to the Association Property Manager. Prior to any lease approval, the Board must also receive documentation that the tenant-applicant has received a copy of the rule and regulations for this community and has agreed to abide by such rules and restrictions.
- 6) A final lease approval will require the owner and the tenant to sign off on an agreement by the tenant(s) to comply with the Declaration and all other documents governing or affecting the community; and shall contain a provision appointing the Association as agent for the owner so the Association may act on behalf of the owner to enforce the lease against the tenant. The owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease, lease addendum or any of the foregoing provisions. False or incomplete information provided in the lease application approval process will result in legal action to invalidate the lease and commence an eviction process, which will be pursued with all costs paid by the Lessor. Lessor/Lessees agree to comply with all City of Tampa Fire Marshall rules and regulations governing residential property occupancy

(b) Renewals of leases must also be approved. An application fee may be waived with a lease renewal. Approval of any lease renewal will be based upon the conduct of the tenant(s) during the initial term of the lease.

(c) Reasons for potential disapproval of any lease include, but are not limited to:

- (1) prior criminal record, including any pleas of no contest, which indicates a potential threat to the health, safety or welfare of the community; or
- (2) non-compliance with any specific requirements set forth in the Association's governing documents, including any rules and regulations; or
- (3) providing false or incomplete information in connection with an application.