

*Supplemental Rules and Regulations of Eagles' Reserve Homeowners' Association, Inc.*

I. Leases. Dwelling Units may be rented or occupied only in their entirety as a Single Family Dwelling, and no fraction or portion of a Dwelling Unit may be rented, leased, licensed or occupied under an occupancy agreement. No individual rooms or portion of a Dwelling Unit may be leased, rented or licensed on any terms whatsoever. No tenancies shall be permitted except those which strictly conform to the following:

- A. All lease agreements shall be in writing.
- B. All lease agreements, together with tenant questionnaire in a form acceptable to the Association shall be submitted to the Association at least five (5) days prior to commencement of the lease term. The Board of Directors may require a standard tenant questionnaire, a standard form lease, and any other information regarding the tenant(s) or occupants as the Association may reasonably require.
- C. The Board of Directors may require a standard form questionnaire including, but not necessarily limited to, the following information:
  - 1. Credit references and information regarding bankruptcy.
  - 2. Information regarding misdemeanor and felony arrest, disposition, and sanction records for all who will occupy the rental address.
  - 3. Driver's license number and state of issue for all who will occupy the rental address.
  - 4. A list of all vehicles and license plate numbers that will be parked at the rental address.
  - 5. Previous addresses.
- D. A thorough background check of the tenants and any occupants may be completed by an investigation company chosen by the Association.
- E. The Association may deny a lease on the ground that the proposed tenant or occupant poses a danger or undue risk to the health, safety or general welfare of the community because:
  - 1. the tenant or occupant has a felony conviction for a crime for which the sanction imposed has not been completed, or
  - 2. the tenant or occupant has a felony conviction for a crime for which the sanction imposed has been completed, but the felony conviction disqualifying a tenant or occupant would be a crime which designates the tenant or occupant a sexual predator or sexual offender (§ 775.21, 943.0435, Fla. Stat.), or

3. any other ground that would tend to reasonably show that the tenant or occupant may pose a danger or undue risk to the health, safety or general welfare of the community.
- F. All lease agreements shall state, or if silent shall be deemed to so state, that a violation by the tenant or occupant, their guests, family members or invitees, of the Governing Documents, including the rules and regulations, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Florida law.
- G. The Owner shall remove, at Owner's sole expense, by legal means, including eviction, the tenant or occupant, or their guests, family members or invitees, should any of them refuse or fail to abide by and adhere to the Governing Documents and Rules and Regulations of the Association.
- H. Each member and the member's tenants or occupants, guests, and invitees, are governed by, and must comply with, the Governing Documents and the rules and regulations of the Association. The Association may file a law suit against a member and/or the member's tenant, occupant, guest or invitee, for failure to abide by the governing documents or rules and regulations of the Association, and as the prevailing party, the Association will be entitled to an award of attorney's fees and costs.
- I. Any leased Dwelling Unit may be used only as a Single Family Residence, which shall be defined as follows: the maximum number of residents in any Dwelling Unit shall be twice the number of bedrooms, plus one:
- i. 2 bedroom Unit - 5 residents
  - ii. 3 bedroom Unit - 7 residents
- J. A resident is a person who occupies a Dwelling Unit for more than fifteen (15) days in succession, or sixty (60) days in any twelve (12) month period whether or not those days are in succession.
- K. Any Dwelling Unit in which there resides more than one Single Family, as defined above, shall cause all persons who reside there, including the tenant, to be subject to removal by the Owner or the Association.

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## **Opinion on submitting a Tenant form regarding lease renewal**

A renewal means that a lease term expired, and that a new tenancy is commencing for a new term under the same terms and conditions of the old lease. In my view a renewal is a new lease because the old lease has expired. Thus, the renewal is a new lease.

Also, a lot can happen over the course of a year that will be a basis for rejection under your rule: a felony can be committed, or during the previous term of the old lease he did something in the community that endangered someone else. In such a case a denial of the lease “renewal” is a legitimate way to remove the tenant from the community.

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