

Oak Hammock Preserve Community Owners Association, Inc.

Rental Resolution Revised February 27, 2025

OAK HAMMOCK PRESERVE COMMUNITY OWNERS ASSOCIATION, INC. ("Association") CONDUCTS BUSINESS IN ACCORDANCE WITH THE FEDERAL AND STATE FAIR HOUSING ACTS AND DOES NOT DISCRIMINATE BASED ON RACE, CREED, COLOR, RELIGION, AGE, SEX, HANDICAP, FAMILIAL STATUS, NATIONAL ORIGIN OR ANY OTHER PROTECTED CLASS.

This Rental Resolution sets forth the **procedure** by which the Association's Board of Directors and/or Officers (hereafter "Board") reviews leasing applications, requires screening fee, and deposit from tenant/lessee for use/access to common areas, common area facilities and its amenities.

WHEREAS, the Board of Directors of the Association is empowered to govern the Association **and has the right to adopt additional rules and regulations relating to the use of the Lots;**

WHEREAS, it is the intent that this Resolution be implemented to **apply to** all Association Members that lease their property;

WHEREAS, Article VI, Section 34 of the Declaration requires Owners to notify the Association of all Leases/Rentals **and requires that Lots be leased for a term of not less than seven (7) calendar months;**

WHEREAS, a large number of property lots are leased and increasing, has created additional procedures, document storage and management of leases, for the Board of Directors;

WHEREAS, unmaintained properties negatively **affect the aesthetics of the community and impact the property values in the community; and**

WHEREAS, a concern in the community is the security and safety of all **Owners** and the proper use of all **Common Areas, Common Facilities and the amenities.**

NOW, THEREFORE, Be It Resolved that the Board of Directors hereby implements the following Rental Resolution upon approval:

- 1) All Owners who are intending to lease their Lot shall give the Association written notice of such intention, at least fourteen (14) days prior to the proposed transaction, together with the name and address of the proposed tenant(s) over the age of eighteen (18), an executed copy of the proposed lease, and such other information as the Board may reasonably require. Owners must provide written notice to the Association along with all information reasonably required if the lease is terminated and the Owner is re-**

renting their Lot to different tenants. Further, if the Owner is renewing their lease with the same tenants, the Owner must provide notice of the renewal or extension of the lease to the Association.

- 2) Owners shall be required to screen and perform background checks on all occupants of the Lot prior to them occupying the Lot. Only those occupants listed on the lease agreement shall be permitted to occupy the Lot.
- 3) All Tenants shall be required to acknowledge in writing receipt of a copy of the Association's governing documents and that the Tenants agree to abide by and comply with these documents. Tenants may not sublease the Lot without the prior approval of the Owner. The Owner shall notify the Association of any subleasing of the Lot and such information as the Board may reasonably require.
- 4) Owners who hire agents and/or Property Management companies to lease their property must submit to the Association a notarized authorization agreement allowing such agents and/or Property Management companies to lease said property on behalf of the Owner.
- 5) Oak Hammock Preserve Lease Addendum must be signed by all residing adults and included with each lease.
- 6) Tenants must submit a Refundable Deposit of \$325 for access and use of all common areas and amenities throughout the Oak Hammock Preserve Community. This deposit will be returned to the Tenant upon **return** of the pool key to the Board of Directors and/or its Property Management Company. Upon receipt of the key from the Property Manager to the Association, the deposit will be refunded via mail within **fourteen (14) business** days from the receipt of the key. **The Tenant's deposit shall not earn any interest.**
- 7) For Owners who become delinquent in HOA Assessment fees **while leasing their Lot**, the Association **can make a written demand on the Tenant instructing them to forward all monthly rental fees to the Association until all amounts owed to the Association have been paid in full.**
- 8) **If allowed by the lease agreement, Tenants are limited to having only two (2) pets and each weighing under twenty-five (25) pounds at the time of maturity. All pets must be licensed and vaccinated. The Pet Owner must carry insurance to cover any damage caused to the Common Areas or Common Facilities.**
- 9) **Any lease entered into in violation of the provisions of Article VI, Section 34 of the Declaration and this Rental Resolution shall be void and the Association may**

commence enforcement action against the Owner. The Association may also elect to fine and suspend use rights in accordance with applicable law. The Association can collect from the Owner all fees and costs incurred in the enforcement of the Association's governing documents and this Rental Resolution.

IN WITNESS WHEREOF, the Board has approved the provisions hereof on February 27, 2025, at a duly called meeting of the Board at which a quorum was present.

Board Signature: 

Title: President of the Board

Printed Name: Arturo A. Tapia

Board Signature: 

Title: Vice President of the Board

Printed Name: Jim To

Board Signature: 

Title: Secretary & Treasure of the Board

Printed Name: Lynda Cologero

Effective Date: February 27, 2025



Oak Hammock Preserve Community Owners Association

REQUIRED DOCUMENTS to be included in the Property Rental or Lease Agreement.

1. A copy of the proposed lease agreement between the Owner(s) or his/her legal designated representative and the Tenants.
2. A Copy of the Background check information for all tenants
3. The complete Owner information Form, See Attached. The form can be downloaded from the Association's website.
4. A signed affidavit that the Tenant(s) has received a copy of the Association's governing documents as indicated in the Resolution, item 3)

Note: Owner MUST inform the Association of any Lease agreement **14 days prior to the proposed transaction**, as indicated in the Resolution, item 1)



Oak Hammock Preserve Community Owners Association

PROPERTY OWNER INFORMATION			
Name:			
Property Address:			
City:	State:	Zip Code:	
Own :	Rental Property:	Lease :	(please circle one)
Mailing Address:			
City:	State:	Zip Code:	
CONTACT INFORMATION			
Primary Phone:			
Secondary Phone (optional):			
Primary E-Mail (Consenting To Receive All HOA Notices):			
E-Mail 2 (optional):			
COMMUNITY ACCESS KEY (POOL & PLAYGROUND)			
Pool Key Number: A-	One Key Per Property Lot Owner Only		
Lost Key Replacement Fee: \$100.00			
ADDITIONAL HOUSEHOLD INFORMATION			
Number of Occupants:			
Pets (Indicate Type and Number):			
PROPERTY OWNER/TENANT VEHICLE INFORMATION (PROOF OF REGISTRATION REQUIRED)			
Make/Model:	Color:	Plate #:	Exp Date:
Make/Model:	Color:	Plate #:	Exp Date:
Make/Model:	Color:	Plate #:	Exp Date:
Make/Model:	Color:	Plate #:	Exp Date:
Make/Model:	Color:	Plate #:	Exp Date:
Copies of Proof of Registration for All Vehicles Attached (Circle One): YES / NO			
LEASE INFORMATION (PROPERTIES MANAGED BY REALTOR OR THIRD PARTIES)			
Manager/Management Company:			
Primary Contact:	E-Mail:		
Address:			
City:	State:	Zip Code:	
Primary Phone:	Secondary Phone:		
Primary E-Mail(Consenting To Receive All HOA Notices):			
Primary Tenant Name(s):			
Attach Copy of Authorization to Lease Property & Attach Copy of Current Tenant Lease/Rental Agreement			
SIGNATURE (Signing below attests and consents all above information is correct)			
Signature:			Date:

