

**RESOLUTION OF THE BOARD OF DIRECTORS OF
OAK HAMMOCK PRESERVE COMMUNITY ASSOCIATION, INC.**

The undersigned, being the President of **OAK HAMMOCK PRESERVE COMMUNITY ASSOCIATION, INC.**, a Florida non-profit corporation ("Association"), hereby states that, after a duly noticed meeting of the Board of Directors on April 27, 2021, at which a quorum of the Board of Directors was present, no less than a majority of the Association's Board of Directors; duly and properly adopted the following Resolution:

WHEREAS, pursuant to Article VI, Section 32 of the Declaration of Covenants and Restrictions for Oak Hammock Preserve ("Declaration"), states that the Board of Directors may from time to time, adopt rules and regulations relating to any one of all of the restrictive covenants contained in the Declaration that impact the use of Lots within the community; and

WHEREAS, pursuant to Article VI, Section 34 of the Declaration states that Lot Owners are required to notify the Board of Directors of their lease and provide such further information regarding any lease as may reasonably be required by the Board of Directors; and

NOW THEREFORE, BE IT RESOLVED by the Board of Directors that:

1. The above-mentioned Recitals are hereby incorporated and made a part of this Resolution as if more fully set forth herein.
2. Unless otherwise expressly set forth in this Resolution, capitalized terms appearing in this Resolution shall have the meanings ascribed to those terms by the Declaration.
3. The Board hereby adopts the Rental Criteria attached hereto as **Exhibit "A"**.

IN WITNESS WHEREOF, I have affixed my name this 27th day of April, 2021.

Signed: Karen Varasdi
KAREN VARASDI(print), as President of
Oak Hammock Reserve Homeowners Association, Inc.

Oak Hammock Reserve Homeowners Association, Inc.

Rental Criteria

OAK HAMMOCK RESERVE HOMEOWNERS 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. THE ASSOCIATION AND ITS BOARD, AGENTS OR EMPLOYEES, SHALL NOT BE LIABLE TO ANY PERSON WHOMSOEVER FOR THE APPROVING OR DISAPPROVING OF ANY PERSON PURSUANT TO THESE INSTRUCTIONS AND CRITERIA OR ITS GOVERNING DOCUMENTS OR FOR THE METHOD OR MANNER OF CONDUCTING THE INVESTIGATION.

The definitions of the capitalized terms in this Criteria, unless otherwise defined herein, shall have the same meaning as those set forth in the Declaration, By-Laws, Articles of Incorporation and any Rules promulgated by the Association (collectively the "Governing Documents")

This Rental Criteria sets forth the criteria by which the Association's Board of Directors (hereafter "Board") reviews, considers and issues an approval or disapproval of the leasing application and the lease.

All prospective tenants agree to be subject to a criminal background check. Such criminal background check may be conducted by the Association or, the Association may require the Owner to perform the criminal background check itself. In the event the Association performs the criminal background check, the cost shall be attributable to the Owner.

A copy of the proposed lease must be submitted to the Association at least twenty (20) days prior to the tenant taking occupancy of the Lot.

When a Lot is leased the Owner is deemed to have assigned all ability to use the Association's Common Areas and amenities to the tenant. However, nothing contained herein shall be construed to prevent the Owner from having the ability to access his or her Lot.

A person occupying a Lot more than one (1) month without the Owner or a member of his family being present shall be deemed a tenant (regardless of whether a lease exists or rent is paid).

Any completed application shall be denied if the background check(s) performed on the prospective tenant(s) named in the application or on any submitted lease discloses any of the following:

Criminal Background

All applications must be accompanied by a criminal background check which contains at least seven (7) years of criminal background history and a photo identification of all individuals at least eighteen (18) years of age or older. The application be shall be denied if the background check(s)

on the prospective tenant(s) named in the application or on any submitted lease discloses any of the following:

- Any of the prospective tenants had a conviction in the last seven (7) years for a felony involving or pertaining to theft, violence, rape, illegal drugs and/or abuse of children, persons or animals in the State of Florida.
- Any of the prospective tenants had a conviction for a felony involving or pertaining to theft, violence, rape, illegal drugs and/or abuse of other children, persons or animals in any other State, District or Territorial Court of the United States or has been convicted of any offense in another jurisdiction which would be considered a felony if convicted in the State of Florida in the last seven (7) years
- Any of the prospective tenants have any type of designation or maintain a status of a sex offender in the State of Florida, or any other state, district or territory.
- In addition to those specifically set forth herein, if, in the last seven (7) years, any of the prospective tenants had a conviction for any type of crime, that is/are not a felony or felonies, relating or pertaining to illegal gambling, engaging in prostitution, manufacture or distribution of illegal drugs or controlled substances, explosive devices, firearms or pornography.

If a criminal background check discloses “Adjudication Withheld” or “Deferred Adjudication” conviction status for any crime it shall be treated as a conviction for the purposes of the review.

Financial Issues

- Any completed application for a Lot and/or Owner that is delinquent in the payment of any assessments or other monetary obligations to the Association shall be denied.

Proposed Lease

- In no event shall a Unit be leased more than three (3) times within a calendar year, regardless the lease term.
- No Lot may be leased for less than seven (7) calendar months except in the case of a shorter rental by or lease to a proposed purchased as an incident to a bona fide purchase and sale agreement pending closing thereunder.
- 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 the Declaration (and all exhibits thereto), and with any and all rules and regulations adopted by the Association from time to time (before or after

the execution of the lease); (ii) and that 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.

- No lease shall permit a Unit to be used in any manner that conflicts with the Association's Governing Documents.

Other

- Falsification and/or misrepresentation of any information on rental completed application including, not limited to, failure to disclose eviction or criminal records shall be grounds for denial.
- The application discloses any non-conformity with the Governing Documents and/or Florida law shall be ground for denial.

NOTES:

- If any of the prospective tenants do not meet approval criteria, the completed application and proposed lease or rental agreement will be denied.
- The Association reserves all rights and remedies available to it under its Governing Documents and/or Florida law with respect to lease or rental agreement, tenants, Owners, and/or applicants for non-compliance herewith or hereafter, whether or not it has approved an application.
- No Unit Owner shall be permitted to allow a tenant to remain in any Lot if such tenant's(s') lease or rental agreement and/or the tenant(s) is/are not approved in accordance with the Governing Documents and/or this Criteria.
- Nothing in this Criteria shall be deemed a waiver of the Association's rights and remedies available to it at law and in equity whether such rights and remedies arise under Florida law or the Governing Documents. All such rights and remedies are cumulative.