

RULES REGULATING USE RESTRICTIONS APPLICABLE TO PURCHASES, LEASING, AND SUB-LEASING

WHEREAS, ISLES AT WESTON HOMEOWNERS ASSOCIATION, INC. is the Florida not-for-profit corporation required by the provisions of Florida Statutes §720 (the "Association"), to operate and maintain the Association according to the Declaration of ISLES AT WESTON HOMEOWNERS ASSOCIATION; INC. a corporation organized under the laws of Florida, filed on August 15, 2001. under N01000005797, and all amendments thereto ("the Declaration"); and

WHEREAS, The Association documents state that:

"... the Board may, from time to time, adopt reasonable Use Restrictions and rules regulating leasing and subleasing.

NOW, THEREFORE. BE IT RESOLVED that the Board of Directors adopt the following reasonable Use Restrictions and Rules Regulating Leasing and Subleasing:

I - GENERAL PROVISIONS - SCREENING GUIDELINES AND APPLICANTS, GENERALLY:

These screening guidelines shall apply to prospective Purchasers, Tenants of new leases, and prospective tenants in renewals of existing leases.

An applicant for purposes of these screening guidelines shall be any party seeking to reside in the Community of the Association including, without limitation, parties seeking to renew existing leases within the community.

Children of Owners that would become adults older than 18 while living in the community should not be screened but, must be registered within the association to complete the orientation interview on how to live as adults in Isles at Weston.

Other family members 18+ moving in should be screened, approved, and provided orientation.

Corporations purchasing properties must apply for screening having any of the persons holding the title of officers or the agent submitting their personal information.

1.1.-SCREENING AN APPLICANT:

The screening process will be done online on the Association's website. The Homeowner intending to sell, or lease property will request the Management to be provided with the Code included as Annex 1 to access the Screening Portal and give it to the prospective applicants.

1.2.- SCREENING SCOPE:

The scope of the screening will include:

1.2.1. Obtain Credit Bureau Report-Equifax Report.

1.2.2 Obtain Criminal History Report.

1.2.3 Obtain an Eviction Search.

1.2.4. Obtain Past and Present Employment Verification dating back two (2) years.

1.2.5. Obtain Past and Present Residential History dating back two (2) years.

1.2.6 Compare the address that shows up as current on the credit report to what has been written on application, checking for accuracy or discrepancies.

1.2.7. Disclose to prospective applicants that the results of the Association's screening will be fully disclosed to the Owner/Landlord.

II.- CRITERIA TO APPROVE OR DISAPPROVE AN APPLICATION:

2.1. The application must be completed in its entirety. If it is not properly completed in its entirety, it will be deemed denied (applicants that are denied on this basis must restart the application process). Each

the application shall include the full name, current address, SSN, and telephone number of everyone over 18 years old who will be living on the property; current and last two (2) landlords; current and last two (2) employers; next of kin, vehicle (make, model, license number) and Pets.

2.2 Every prospective resident over the age of 18 must complete an application and be subject to the application process.

2.3 Prospective tenant(s) must not have been evicted from a property within the past seven (7) years.

2.4. A review of each prospective applicant and/or resident's criminal history shall be performed. As part of the review process, the Association shall consider the timing of prior criminal history and each individual's activity and record since any such conviction(s). Habitual Felony Offenders, Habitual Violent Felony Offenders, Violent Career Criminals, Prison Releasee Reoffenders, as such terms are referenced in Florida law, and Sexual Predators and Sexual Offenders may be subject to denial following a review by the Board. Criminal history reflecting any felony conviction or plea to charges of aggravated violent conduct, murder or attempted murder/manslaughter, or convictions or pleas respecting the use of firearms or felony possession of firearms will subject prospective tenants to denial, subject to the Association's review of timing and activity since conviction. Prospective applicants and/or residents that have a criminal history that reflects a habit, pattern, or history of repeated convictions and/or pleas may be denied, subject to timing and activity since convictions.

In accordance with HUD guidelines, no prospective tenant and/or resident with any conviction relating to the illegal manufacture or distribution of a controlled substance shall be permitted.

2.5. Previous landlord information provided by the prospective applicant(s) must be verifiable and a favorable recommendation must be obtained from previous landlords. Any familiar or friend relationship of the recommendation provider with the prospective applicant(s) must be disclosed

2.6. Prospective applicants must not have sued or been sued by his or her neighbor(s) or homeowners association.

III- CONDITIONS AND RULES:

3.1. All leases shall be in writing and shall have a term of at least six months, except with the Board's prior written consent. No Owner may rent all or a portion of a Lot more than once in any 12 months, even if a tenant defaults on a lease or abandons the Lot before the expiration of the lease term.

3.2. All leases shall include an acknowledgment by the tenant that the tenant and all occupants of the leased Lot are bound by and obligated to comply with the Governing Documents and that the tenant has received a copy of the Governing Documents. The Owner shall be responsible for providing a copy of the Governing Documents to the tenant before execution of the lease and shall monitor enforcement and compliance with the Governing Documents by the tenant.

3.3. Each lease shall set forth the name, address, and telephone number of the Lot's Owner and the tenant(s); the date the tenant's occupancy commences and ends; a description of each motor vehicle

owned or operated by the tenant or members of the tenant's household; and a description of all pets to be kept at the Lot.

3.4. No subleases or Airbnb will be allowed. Subdivision or subleasing of a home is prohibited in all instances. Only an entire home may be leased. Rent-sharing and the rental of rooms or a portion of home are prohibited in all instances.

3.5. Within 10 days of a lease being signed for a Lot, the Owner shall notify the Board or the Association's managing agent of the lease and provide a copy of such lease and such additional information to the Board and/or the Association's Managing Agent may reasonably require. An Owner proposing to lease a Lot may obscure the rental and deposit amounts in the copy of the proposed lease submitted to the Board so long as the lease contains the information listed above. In addition, the Board may, from time to time, adopt reasonable Use Restrictions and rules regulating leasing and subleasing.

3.6. No Owner may assign or otherwise transfer the Owner's obligations under this Declaration to any tenant. The Association shall have the right to enforce the covenants, conditions, and restrictions outlined in this Declaration against the Owner, the tenant, or any member of the tenant's household, individually or collectively. The Association shall not be bound by any provision in the lease or other agreement between Owner and his or her tenant, including, without limitation, those requiring prior notice or imposing other conditions on the rights of the Association.

3.7. The Association shall be deemed a third-party beneficiary of all leases of Lots, and shall have the right, but not the obligation, to enforce the terms and conditions of such leases against the tenant or the Owner. Notwithstanding the foregoing, the Association's failure to object to any term or condition of a lease or occupancy arrangement shall not be deemed to be consent or approval of any term or condition of the lease, nor shall the Association have any obligation whatsoever for the performance of any obligation of Owner or tenant contained in the lease or otherwise.

3.8. Notwithstanding any condition of any lease to the contrary, each Owner, by acceptance of the deed to a Lot, hereby covenants and agrees with the Association and all other Owners of Lots in the Community, including, that the Owner shall be responsible for any violation of the Governing Documents resulting from the acts or omissions of his or her tenant, other occupants of the leased Lot, and their respective guests to the same extent that Owner would be liable for such violation if it had resulted from the acts or omissions of the Owner or a member of the Owner's household or guests. The Owner's obligations hereunder shall be deemed a guaranty of performance by his or her tenant, and the Association shall have the right to take any action or seek any remedy for the tenant's failure or refusal to comply with the Governing Documents directly from or against the Owner without first taking such action or obtaining such remedy from or against the tenant.

Every Owner shall cause anyone occupying or visiting his or her Lot to comply with the Governing Documents and shall be responsible for all violations and losses they cause to the Common Maintenance Areas, although such Persons also are personally responsible for complying and may be sanctioned for any violation.

3.9 Any Owner may extend his or her right to use the Common Area to the members of his or her family, tenants, and social invitees, as applicable, subject to reasonable Board regulation. An Owner who leases his or her Lot in accordance with this Declaration shall be deemed to have assigned all such rights to the

tenants of such Lot for the lease term and shall not have any right to utilize the Common Area during such term, except as necessary to access the Lot.

3.10 An Owner may only lease their home if the lease and the occupancy contemplated by the lease have been approved in advance, in writing, by the Association and are current in the payment of the Associations dues and had no pending violations or fines.

3.11 An Owner may only renew a lease of their home if the renewal and the occupancy contemplated by the renewal have been approved in advance, in writing, by the Association and are current in the payment of the Associations dues and had no pending violations or fines.

3.12 A leased home may only be occupied as a single-family residence.

4- PROCEDURE

4.1. Any intended Purchaser shall have ten (10) days from receipt of a complete Notice of Intent to Sell to submit and fully complete a screening application, submit all the required documents (Deed, Alta, or Hud), and pay any applicable fees that will not be refundable.

4.2. Any intended Tenant shall have ten (10) days from receipt of a complete Notice of Intent to Lease to submit and fully complete a screening application, submit all the required documents, and pay any applicable fees that will not be refundable.

4.3. The Association shall have thirty (30) to approve or disapprove the proposed purchaser or tenant (or to advise if further information is required to complete the Application). If the Association fails to respond within this thirty (30) day period, the purchase or the lease shall be deemed approved unless the Owner is delinquent in any monetary obligations owed the Association or the information contained in the application, on its face, creates a violation of the Association's governing documents.

4.4. All residents 18+ must apply for screening and be approved before moving in and must complete the orientation interview provided by the Management.

4.3. Applicants shall provide the following documents:

- i. A copy of the proposed lease or lease renewal or purchase documents as applicable.
- ii. A fully completed screening application (see Annex 2)
- iii. An authorization signed by the applicant and any other intended occupants over the age of 18 granting the Association permission to obtain a U.S. background investigation and/or an international background investigation (for individuals from a foreign country) as to the individuals' financial history, criminal history, residential history, and other relevant information.
- iv. The Association may also require the following from any applicant and any other intended occupants over the age of 18 who is/are non-U.S citizens or permanent residents: a valid passport, a valid visa (if required by the United States government) whose expiration date is later than the end of the lease term, and a valid driver's license.
- v. The payment of a screening fee in an amount determined by the Association from time to time to cover the cost to properly screen the proposed tenant and any other intended occupants over the age of 18.
- vi. Any other information that the Association may reasonably request.

4.4. The Certificate of Approval/ Denial of the application shall be in form and contents similar to Annex 3, be provided signed by the Association, and mandatory before any moving in.

4.5. If the proposed applicants fail to submit to the Association a properly complete screening application along with the other requirements, then the Association may automatically deny the screening application. Nonetheless, the Association may be subject to reconsideration when a properly completed lease approval application along with each of the other Section items are received by the Association.

4.6. Within fifteen (15) days after receiving the lease approval application, the Association must send the Owner a written acknowledgment of receipt of same and specifically identify any portion of the lease approval application that is incomplete or completed incorrectly as well as any of the Section (h) items that are missing.

4.7. The Association, within fifteen (15) business days following its receipt of a properly completed lease approval application along with each of the other required items, will notify the Owner whether the lease approval application has been approved or disapproved by the Association. If disapproved, such notice will include the specific reasons for the disapproval.

4.8. Amongst other things, the Association will take into consideration the following factors when determining whether it will approve a lease or a lease renewal request:

- i. How often the home has been leased.
- ii. When the Owner of the home acquired its ownership interest in the home.
- iii. If the Association has reason to believe that the leasing of the home will result in the proposed tenant and/or any of the other occupants violating the Association's governing documents or its Rules and Regulations.
- iv. If the Owner allowed the proposed tenant or any of the other occupants to take possession of the home before the Association considers or approves the lease.
- v. If the proposed tenant and/or any of the other occupants have a history of disruptive behavior or disregard for the rights or property of others as evidenced by his or her conduct in other social organizations, communities, or associations.
- vi. The results of the background check of the proposed tenant and any other occupant(s), including whether the proposed tenant has a history of financial irresponsibility including bankruptcy or foreclosure or a discharged/dismissed bankruptcy or foreclosure.
- vii. Whether the proposed tenant has ever been evicted from another property.
- viii. The financial condition of the proposed tenant including whether the proposed tenant's income or source of income can be verified by the Association.
- ix. Whether the lease approval application or other information provided to the Association included any false or misleading information.
- x. Whether the Owner of the home is delinquent in its obligation to pay any assessments, fines, and other charges against the property to the Association or is otherwise in violation of any of the Association's governing documents or its Rules and Regulations.

4.9. The Association may condition its approval of the proposed tenant on the Association, the proposed tenant, and the Owner of the home entering into a written agreement provided by the Association which, amongst other things, sets forth the Association's remedies against the tenant and the owner of the home in the event the tenant fails to comply with the Association's governing documents or its Rules and Regulations as well as a mechanism whereby the rent payments that are

being paid by the tenant will be paid to the Association if the Owner of the home is delinquent in its obligation to pay any assessments to the Association.

4.10. The Association will not approve any lease, and no lease will be allowed, if approving the lease will result in the number of leased homes at the Association causing a violation of any guidelines promulgated by the Fair Housing Authority or otherwise result in the premiums for the insurance policies maintained by the Association being materially increased.

4.11. New Buyers a. For all sales, the Owner of the home to be sold must provide the Association with the following at least thirty (30) days before any scheduled closing date:

- i. A copy of the underlying purchase agreement or Alta or Hud.
- ii. A fully completed purchase approval application.
- iii. An authorization signed by the prospective buyer and any other intended occupants over the age of 18 granting the Association permission to obtain a U.S. background investigation and/or an international background investigation (for individuals from a foreign country) as to the individuals' financial history, criminal history, residential history, and other relevant information.
- iv. The payment of a screening fee in an amount determined by the Association from time to time to cover the cost to properly screen the prospective buyer and any other intended occupants over the age of 18.
- v. Any other information that the Association may reasonably request.

4.12. The purchase approval application and the authorization referenced above shall be on forms provided by the Association (Annex 2 and 3)

4.13. If the prospective buyer fails to return to the Association a properly complete purchase approval application along with the other items above then the Association may automatically reject the purchase request but subject to reconsideration when a properly completed purchase approval application along with each of the other required items is received by the Association.

4.14. Within fifteen (15) days after receiving the purchase approval application, the Association must send the Owner a written acknowledgment of receipt of the same and specifically identify any portion of the purchase approval application that is incomplete or completed incorrectly as well as any of the items that are missing.

4.15. The Association, within fifteen (15) business days following its receipt of a properly completed purchase approval application along with each of the other required items, will notify the Owner whether the purchase approval application has been approved or disapproved by the Association. If disapproved, such notice will include the specific reasons for the disapproval.

4.16. Amongst other things, the Association will take into consideration the following factors when determining whether it will approve a prospective buyer:

- i. If the closing on the home to the prospective buyer took place before the Association considers or approves the buyer.
- ii. If the prospective buyer and/or any of the other occupants have a history of disruptive behavior or disregard for the rights or property of others as evidenced by his or her conduct in other social organizations, communities, or associations.
- iii. The results of the background check of the prospective buyer and any other occupant(s), including whether the prospective buyer and any other occupant(s) have a criminal history.

iv. Whether the purchase approval application or other information provided to the Association included any false or misleading information.

V- CRITERIA TO APPROVE AN APPLICATION:

5.1. The application must be completed in its entirety. If it is not properly completed in its entirety, it will be deemed denied (applicants that are denied on this basis must restart the application process). Each application shall include the full name, current address, SSN, and telephone number of everyone over 18 years old who will be living on the property; current and last two (2) landlords; current and last two (2) employers; next of kin, vehicle (make, model, license number) and the requirements stated in the screening application package as may be amended from time to time. A sample of the Screening package is attached as Annex 2, here below.

5.2 Every prospective resident over the age of 18 must complete an application and be subject to the application process.

5.3 Prospective tenant(s) must not have been evicted from a property within the past seven (7) years.

5.4. A review of each prospective tenant and/or resident's criminal history shall be performed. As part of the review process, the Association shall consider the timing of prior criminal history and each individual's activity and record since any such conviction(s). Habitual Felony Offenders, Habitual Violent Felony Offenders, Violent Career Criminals, Prison Releasee Reoffenders, as such terms are referenced in Florida law, and Sexual Predators and Sexual Offenders may be subject to denial following a review by the Board. Criminal history reflecting any felony conviction or plea to charges of aggravated violent conduct, murder or attempted murder/manslaughter, or convictions or pleas respecting the use of firearms or felony possession of firearms will subject prospective tenants to denial, subject to the Association's review of timing and activity since conviction. Prospective tenants and/or residents that have a criminal history that reflects a habit, pattern, or history of repeated convictions and/or pleas may be denied, subject to timing and activity since convictions.

In accordance with HUD guidelines, no prospective tenant and/or resident with any conviction relating to the illegal manufacture or distribution of a controlled substance shall be permitted.

5.5 Previous landlord information provided by the prospective tenant(s) must be verifiable and a favorable recommendation must be obtained from previous landlords. Be sure to know the relationship of the recommendation for the prospective tenant(s).

5.6 Prospective tenants coming from a Homeowner or Condominium Association community must provide written confirmation from a prior Homeowner or Condominium Association that such prospective tenants did not and/or have not violated any prior association rules or regulations or been fined by such prior association(s).

VI- CRITERIA FOR DENIAL WITH GOOD CAUSE

6.1.- Criminal Background:

The Association must have good cause to disapprove a purchase or A lease. Using the information provided in the application, the Association may disapprove a proposed purchase or lease for good cause without being obligated to provide a substitute lessor. The Board shall consider the following factors as constituting

good cause for such disapproval, with any one of the factors by itself potentially an acceptable basis for disapproval:

(1) The person seeking approval (which shall include all prospective occupants) has a criminal history that includes any of the following: has been convicted of a felony within the last fifteen (15) years, or a misdemeanor within the last seven (7) years, that involved violence to persons, destruction/theft of property, sale or distribution of controlled substances, sale or distribution of prohibited weapons or explosives, driving while intoxicated, or a felony demonstrating dishonesty or moral turpitude, or who has been charged with any such felonies or misdemeanors and the person was not acquitted, the charges were not dropped, adjudication has been withheld, or there has been a pleading or nolo contendere/no contest. Notwithstanding the foregoing, any proposed occupant that has ever been convicted of, or pled no contest to, crimes involving extreme violence (i.e., murder, attempted murder, manslaughter, aggravated assault, aggravated battery), or sexual assault/sexual offenses requiring registration, aggravated stalking, kidnapping, or armed robbery will never be eligible to rent/lease in the Association. The terms "felon" or "misdemeanor" shall refer to those crimes categorized as such by the jurisdiction where the alleged crime was committed. Absent such designation, the Association may categorize the criminal activity based on how it would be categorized under Florida law. All dates are calculated from the date of disposition;

(2) The application for approval on its face or facts discovered in connection with the Association's investigation, indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Association or the occupancy is inconsistent with the aforementioned;

(3) A prospective tenant/occupant took possession of the premises before approval by the Association as provided for the herein;

(4) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this Association as a tenant, homeowner, or occupant of a property;

(5) A prospective tenant/occupant has been evicted from another property within the last ten (10) years;

(6) The person seeking approval failed to provide the information, fees, or appearance required to process the application promptly, or included inaccurate or false information in the application;

(7) The Owner seeking to lease the Home has had fines assessed against him or her which have not been paid in full or is in violation of the Association's governing documents at the time of the submission of the application for lease or renewal of a lease; or

(8) All assessments and other monetary obligations or charges against the Unit have not been paid in full.

6.2.- Pre-existing continuous compliance infractions or violations of the governing documents exceeding 5 per year.

6.3.- Pets infractions: No Pitbull dogs or forbidden breeds are allowed in the community nor any pets that may be considered dangerous, wild, or be prohibited (i.e. pythons, venomous snakes, frogs, spiders, reptiles, similar, etc.)

6.4.- The owner of the property is not current in payment of the Association dues or the unit has open violations or pending fines.

After its execution, the rules shall be kept in the Association's official records

BE IT FURTHER RESOLVED that execution of this Resolution is conclusive evidence of the Board's approval of this action and the authority granted herein. The Board warrants that it has, and at the time of this action had, full power and lawful authority to adopt this instrument.

Adopted and approved this _____ day of _____.

By: The Board of Directors of Isles at Weston Homeowners Association,

Matthew Sturm – President Nazira Oke – Vice President Manesh Dixit - Treasurer

Diego Todeschini- Secretary Martin Bardi - Director

Tenant/Owner Screening Portal

Thank you for your interest in our community.

Listed below you will find a direct link to our tenant/owner screening portal which allows you to apply online.

[HTTPS://WWW.MIAMIMANAGEMENT.COM/SCREENINGS/](https://www.miamimanagement.com/screenings/)

If you need further assistance please contact Yuneisy Gonzalez at: yugonzalez@miamimanagement.com.



Miami Management, Inc.
Full Service Property Management & Maintenance
Established Since 1968

HOME CONTACTS

Tenant/Owner Screening Portal

E-mail:

Password:

[Forgot your password?](#)

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ANNEX 2

Isles at Weston HOA, INC.

CERTIFICATE OF APPROVAL / DISAPPROVAL
FOR THE



LEASE OF A UNIT

SALE OF A UNIT

Pursuant to the provisions of the Declaration of Isles at Weston HOA, Inc.

BY: _____

TO: _____

Of the following described property located, situated, and being in Broward County Florida to with:

Weston FL 33332

Approved

Disapproved

If applicable, reason for Disapproval:

Criminal Activity

Credit Report

Moral Turpitude

Income-debt to credit ratio

Other: _____

Signed this _____ day of _____, 2021, by the Association:

Board of Director

OR

Property Manager
Agent for Association

Print Name

Print Name