

**RULES AND REGULATIONS FOR
PRISTINE PLACE HOMEOWNERS' ASSOCIATION, INC.**

The following Rules and Regulations have been promulgated by the Pristine Place Homeowners' Association, Inc. Board of Directors (the "Board") pursuant to the authority granted by Sections 23 of the Declaration of Easements, Covenants, Conditions, and Restrictions for Pristine Place(the "Declaration") as recorded in OR Book 765, Page 0784, *et seq.* of the Public Records of Hernando County, Florida.

Sections 23 of the Declaration set a forth the power of the Association to adopt and enforce these Rules and Regulations as follows:

Section 23. Leases. Beginning with the date of recording this amendment, no Owner may lease his/her Property or any interest therein, or allow occupancy by a person other than the Owner and his or her immediate family, without prior application submitted to, and consent of the Association's Board of Directors. All leases shall be in writing, and specifically subject to this Declaration, the Articles of Incorporation and the By-Laws of the Association. No lease shall be for more than twelve (12) months or less than three (3) months, and every Owner shall be limited to no more than two rentals per year. Notice of any lease, together with such additional information as may be required by the Board of Directors, shall be given to the Board of Directors by the Owner within fifteen (15) days of execution of the lease. The Lessee cannot move into the Property until such time as the Lease Application fee has been paid, Lease Addendum has been executed, and Lease Application has been approved by the Association's Board of Directors. The Owner must make available to the lessee copies of the Association's governing documents. The Board may adopt reasonable rules regulating leasing and subleasing.

At a duly noticed meeting of the Board, at which a quorum of the Board was present, held on the **21st** day of **November, 2013** in the manner required by the Association's governing documents, the Board did cast their votes in favor of these Rules and Regulations. Pursuant to section 720.303(4), Florida Statutes, a copy of these Rules and Regulations shall be maintained in the Association's official records. These Rules and Regulations have been formulated to provide criteria for consistent decisions by the Board and by any agent of the Association, to provide guidance to Owners, occupants, lessees and invitees residing in or visiting the Subject Property and to promote the health, happiness and welfare of residents. These Rules and Regulations, together with the Declaration, the Articles, and the Bylaws of Pristine Place Homeowners' Association, Inc., shall be referred to herein as the "Governing Documents". All definitions of terms set forth in the Governing Documents are incorporated herein by reference.

SECTION 1.0 LEASING

- 1.1 No portion of a Unit (other than an entire Unit) may be leased.
- 1.2 No Unit shall be leased unless the lease is approved in writing by the Association.

1.3 Any Owner wishing to lease his or her unit must complete a Lease Application, a copy of which is attached hereto as **Exhibit A**. The Lease Application shall provide the name, address, telephone number and social security number of the proposed tenant(s) and all intended occupants of the Unit, together with such other information as the Board of Directors for the Association may reasonably require. The completed Lease Application, together with an executed copy of the proposed lease, all application fees and a Lease Addendum, which is attached hereto as **Exhibit B**, approved by the Association, and signed by the Owner(s) and all proposed tenants, must be sent by registered or certified mail to the Board's attention at the Association's principal address. The foregoing must be received by the Association at least fifteen (15) days in advance of the effective date of the proposed lease. The Lease Application and Lease Addendum may be obtained by contacting the Association's management company.

1.4 All rental applications shall be accompanied by an application fee of one hundred dollars (\$100.00) per household. In addition, for each additional applicant over the age of 18, when a unit is occupied by more than two (2) adults, each person over the age of 18 will be charged the actual costs of the background check unless the Owner agrees to provide the Association with a copy of the background check on the prospective tenants. Notwithstanding, a husband and wife or parent and dependent child shall be charged only one fee of one hundred dollars (\$100.00). If an international background check is required, the applicant will be responsible for the actual costs of the background check in excess of the application fee.

1.5 No lease shall be modified extended or assigned, nor may any tenant assign his or her interest nor sublet the Unit without the prior written consent of the Association. Renewals, extensions of leases, and/or multiyear leases are subject to re-approval by the Association annually. If a rental application is submitted for the renewal of a lease or sublease to the same lessee or sublessee, no application fee shall be necessary.

1.6 The Association may reject a lease on any reasonable grounds which may include, but are not limited to, the following:

- a) prior conviction of, or plea of no contest, to a misdemeanor charge in connection with a drug or weapon offense, violent crime, or sex offense by the proposed lessee or any proposed occupant of the Unit within the last five (5) years;
- b) prior conviction of, or plea of no contest, to a felony criminal charge by the proposed lessee or any proposed occupant of the Unit;
- c) a history evidencing actions taken by the applicant or any proposed occupant which show a disregard for, or indifference concerning, rules and regulations associated with community living;
- d) a history evidencing financial irresponsibility, including, but not limited to, claims and/or judgments against the applicants;
- e) noncompliance by either the Owner or proposed tenant with any provision of the Governing Documents, including, without exclusion,
 - i. an Owner or tenant's delinquency in the payment of any monetary obligation owed to the Association;
 - ii. noncompliance with the pet restrictions set forth in section 8.21 of the Declaration; and/or

- iii. noncompliance with the occupancy restrictions set forth in section 8.18 of the Declaration;
- f) Misrepresentation of any fact set forth in the Rental Application.

1.7 Owners must provide all potential lessees with a copy of the Governing Documents. The Lessee and all proposed occupants residing in the Unit under the lease must agree to abide by the Governing Documents.

1.8 Each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in the Unit, and for all guests and invitees of the Owner of any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Areas or other Lot or Unit, or any liability to the Association, the Owner shall be assessed for the same. In addition, the Owner and any person residing his Unit, including all guests and invitees of the Owner of any such resident shall be personally liable for any damage to the Common Areas or other Lot or Unit.

1.9 The Association shall have the right to terminate any lease for a Unit within the Subject Property as follows:

Right of ASSOCIATION to Evict Tenants, Occupants, Guests and Invitees. With respect to any tenant or any person present in any UNIT or any portion of the SUBJECT PROPERTY, other than an OWNER and the members of his immediate family permanently residing with him in the UNIT , if such person shall materially violate any provision of this DECLARATION, the ARTICLES, or the BYLAWS, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the SUBJECT PROPERTY, or shall willfully damage or destroy any COMMON AREAS or personal property of the ASSOCIATION, then upon written notice by the ASSOCIATION such person shall be required to immediately leave the SUBJECT PROPERTY and if such person does not do so, the ASSOCIATION is authorized to commence an action to evict such tenant or compel the person to leave the SUBJECT PROPERTY and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be assessed against the applicable OWNER and the ASSOCIATION may collect such ASSESSMENT and have a lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the ASSOCIATION.

1.10 If any tenant or other person residing in the Unit, or any invitee or guest of the Owner or of any resident fails to comply with the Governing Documents, the Association shall have the right to take any action against the tenant which the Association may be entitled under Florida law or under the Governing Documents to take against the Owner of the Unit. Such rights may

include, but are not limited imposing fines against the resident and suspending the resident's right to use or access any common facilities.

1.11 In the event that the Association removes any tenant or other person residing in the Unit, or otherwise takes action against any tenant, any person rising in the Unit or any guest or invitee of a resident of the Unit to enforce the Governing Documents, the Association shall not be liable to the tenant, resident, guest, invitee or Owner for any loss or damages arising from or connected therewith.

1.12 If the Owner is delinquent in paying any monetary obligation due to the Association, the Association may demand, in writing, that the tenant pay to the Association the subsequent rental payments and continue to make such payments until all the monetary obligations of the Owner related to the Unit have been paid in full and the Association has released the tenant or until the tenant discontinues tenancy of the Unit. The tenant shall be given a credit against rents due to the landlord in the amount of assessments paid to the Association.

1.13 All leases for Units within the Subdivision shall include or shall be deemed to include a Lease Addendum, in the form attached hereto as Exhibit B, which incorporates the Association's Governing Documents into the lease.

1.14 A tenant does not, by virtue of his or her tenancy, have any of the rights of a parcel owner to vote in any election or to examine the books and records of the association.

1.15 All Owners and tenants shall provide the Association with written notice of any guest or invitee who will reside in the property for more than thirty (30) consecutive days. Such notice shall state the name and age of the proposed occupant, the relationship of the proposed occupant to the Owner or tenant, and the length of time during which the proposed occupant will reside in the Unit.

SECTION 2.0 ENFORCEMENT OF RULES AND REGULATIONS

2.1 All Rules and Regulations stated herein will be enforced at the discretion of the Board of Directors. Monetary fines and other sanctions for violations of these Rules and Regulations will be levied in compliance the Declaration.

2.2 These Rules and Regulations will be in effect until amended, added to or repealed by the Board at a regular or special meeting convened for such purpose.

Pristine Place HOA

Step ①

Please make sure to select the correct application type and code before proceeding with the application process.
(Before you begin, please note that a valid major credit card is required)



Go to: [Tenantev.com](https://www.tenantev.com)



Ready: Create your User Account!



Enter Code to begin!

7011

Step ②



Sign: Once payment has been processed, you will be requested to sign a Receipt and provide your Authorization for Application processing. You will also be requested to Electronically sign the Community's Application. If applicable, once you have completed and signed all the forms, your co-applicant will need to also Electronically sign the Application through their own user account.



Upload: Through your account, you will be requested to upload the documentation required by the community in order to complete your application.

Customer Support: 1-305-692-7900

Identity Theft:

You can be charged with identity theft if you enter another person's name or social security number, or any other information other than your own on an application. Conviction for identity theft carries with it some potentially hefty penalties. In fact, the Identity Theft Penalty Enhancement Act signed into legislation in 2004 established identity theft as a federal crime. The law sets the penalty for identity theft at up to 15 years in prison and paying as much as \$250,000 in fines.