

## **Clubhouse Preserve Home Lease Rules (CHP Covenants)**

**6.18 Leases.** All leases of a UNIT must be in writing and specifically be subject to this DECLARATION, the ARTICLES and the BYLAWS, and copies delivered to the ASSOCIATION prior to occupancy by the tenant(s). No lease shall be for a period of less than 6 months, without the consent of the APPROVING PARTY.

### **Tampa Bay Golf & Country Club**

#### **Article XII: Guest and Lessee Policies (TBCA Rules and Regulations 08-31-17)**

##### 12.1. Accommodation of Guests and Lessees.

Use privileges may be extended under the rules established by Club Management from time to time to guests of members and to lessees of member's dwelling in the community. Although it is the intention of the Club to accommodate guests without inconvenience to the members, the Club reserves the right to limit the number of guests that accompany a member on any given day. The Club may establish a rate of daily guest fees, which shall be charged in addition to any applicable use fees. The use rights and privileges delegated to a guest or lessee may be limited to a greater extent than the use rights and privileges of a member. Such limitations may be enacted in the sole discretion of Club Management and may include, without limitation, imposing additional or higher fees, restrictions regarding reservation of tee times, and periods of use being reserved or restricted.

##### 12.2. Use of the Club Facilities by Guests.

All guests shall be either house guests or day guests. A house guest is defined as a guest temporarily residing in a member's residence. All other guests of a member shall be day guests.

###### 12.2.1. Day Guests

12.2.1.1 Club Management reserves the right to limit the maximum number of times during each calendar year that a person may use the Club Facilities as the day guest of any member.

12.2.1.2 Any person using the Club Facilities as a day guest must be registered with Club Management by the sponsoring member.

12.2.1.3 Upon registration of the guest, the sponsoring members or guest shall pay the guest fee then in effect, as established by Club Management.

12.2.1.4 All day guests must be accompanied by the sponsoring member while using the Club Facilities.

12.2.1.5 Guest charges for any Club services or use fees shall be paid by the sponsoring member, authorized user, or guest at the time the charge is incurred.

12.2.1.6 The sponsoring Member shall be responsible for the conduct of his or her day guest while at the Club Facilities. If the manner, deportment, or appearance of any day guest is deemed unsatisfactory by Club personnel, the sponsoring member shall, at the request of Club, cause such day guest to vacate the Club Facilities.

12.2.1.7 Club Management reserves the right to require identification from each day guest.

12.2.1.8 Day guest privileges may be limited by Club Management from time to time in their sole and absolute discretion. Notice of any such limitations will be provided to the members.

#### 12.2.2. House Guests

12.2.2.1 Each house guest must be registered with Club Management by the sponsoring member, prior to the arrival of the guest. Application forms for house guest privileges may be obtained from the club. The application procedure shall be initiated by the member at least two days prior to the house guest's arrival.

12.2.2.2 Upon the payment of the applicable guest fee, the house guest shall be issued a temporary guest card. The temporary guest fee shall be in addition to any applicable use fees.

12.2.2.3 The temporary guest card shall expire two weeks after the date of issuance. Renewal of house guest privileges may be granted in the discretion of Club Management.

12.2.2.4 Any house guest holding a temporary guest card may use the Club Facilities unaccompanied by the sponsoring member.

12.2.2.5 The house guest shall pay all Club charges he or she incurs at the time they are incurred.

12.2.2.6 The sponsoring Member shall be responsible for the conduct of his or her house guest while at the Club. If the manner, deportment, or appearance of any house guest is deemed unsatisfactory by Club personnel, the sponsoring Member shall, at the request of the Club, cause such house guest to surrender his or her temporary membership card and vacate the Club Facilities.

12.2.2.7 House guest privileges may be limited by Club Management from time to time in their sole and absolute discretion. Notice of any such limitations will be provided to the members.

#### 12.3. Use of the Club Facilities by Lessees.

A member of the Club may delegate his or her rights to use the Club Facilities to any tenants or lessees of the dwelling. The Club shall require that owners use lease forms approved by the Club and may impose lease fees in such amount as may be reasonably determined by the Board. Additionally, the Club may require the prior payment of a lease deposit to ensure the compliance with the Governing Documents and to secure payment of amounts owed to the Club in the event of non-compliance or damage to the Club's property. Any member who leases his or her dwelling in the community shall be presumed to have delegated his or her easements, as provided in the Declaration, and rights to use of the Club Facilities to his or her tenant or occupant, and such member's easements and rights to use the Club facilities shall be suspended during the term of the lease.

### **Tampa Bay Golf & Country Club Restrictions on Leasing of UNITS (TBCA Covenants)**

6.23. Restrictions on Leasing of UNITS. No UNIT shall be leased or occupied other than in its entirety. No bed and breakfast facility or similar lodging establishment shall be operated on

any Lot. No transient tenants shall be accommodated in any UNIT. All written leases or occupancy agreements of any UNIT (hereinafter; "Lease Agreement") are subject to the following provisions:

No UNIT OWNER shall lease his or her UNIT without the prior written approval of the COMMUNITY ASSOCIATION. The COMMUNITY ASSOCIATION shall have the right to deny a proposed lease, including the proposed renewal of an existing lease for the following reasons, among others: insufficient income of a proposed tenant; the criminal background of a proposed tenant; prior eviction history; the prior conduct of a proposed tenant on the PROPERTY; or if the proposed lease would constitute a violation of the Leasing Restrictions set forth herein or any other provision of this DECLARATION or the RULES AND REGULATIONS of the COMMUNITY ASSOCIATION, as amended from time to time.

In no event shall a lease be approved by the COMMUNITY ASSOCIATION if the proposed tenant or any occupant of the UNIT has been convicted of a felony during the ten (10) years preceding the date of the application, if the proposed tenant or occupant has been convicted of more than two (2) misdemeanors in the two (2) years preceding the date of the application, or if the proposed tenant or occupant is a registered sexual offender or sexual predator. Any attempt to lease a UNIT, including an attempt to renew an existing lease, without Association approval shall result in the lease being deemed a nullity, requiring the unauthorized tenant or occupant to vacate the UNIT immediately. In the event that a UNIT is leased without the approval of the COMMUNITY ASSOCIATION, the COMMUNITY ASSOCIATION shall have the power to issue notices and to evict the unauthorized tenant from the UNIT as if the COMMUNITY ASSOCIATION were the landlord under Chapter 83, Florida Statutes. Each OWNER hereby covenants and agrees that any lease, including but not limited to the renewal of a lease which is in effect at the time of recording of this provision, shall incorporate the foregoing provision concerning the COMMUNITY ASSOCIATION'S authority and ability to evict the unauthorized tenant from the UNIT, into the lease and the lessee, by occupancy of the UNIT, agrees to the applicability of this covenant and the incorporation of same into the lease, even if it is not expressly stated therein.

From time to time, the COMMUNITY ASSOCIATION shall promulgate and publish written procedures for OWNERS to comply with when seeking COMMUNITY ASSOCIATION approval to lease their UNIT. The application procedures shall apply to all new leases, as well as renewals of existing leases. The COMMUNITY ASSOCIATION shall provide a lease approval application form to be completed by the OWNER disclosing the names of all tenants and/or occupants, all vehicles to be kept by the tenant(s) and occupants, and emergency contact information for the OWNER.

No more than three hundred (300) UNITS on the PROPERTY may be leased at any time. If the total number of leased UNITS equals, no new leases will be approved by the COMMUNITY ASSOCIATION; however, existing leases may be renewed on the exact same terms as the existing lease except for changes approved by the COMMUNITY ASSOCIATION. In calculating the number of leased UNITS on the PROPERTY, UNITS owned by the COMMUNITY ASSOCIATION or a PARCEL ASSOCIATION shall not be counted.

All Lease Agreements of any UNIT shall be in writing. Prior to any tenant occupying a UNIT, the OWNER shall provide the COMMUNITY ASSOCIATION with a completed Lease Application and a copy of the Lease Agreement between the OWNER and the tenant and obtain the COMMUNITY ASSOCIATION'S prior written approval as provided for herein.

Prior to any tenant occupying a UNIT, the OWNER of the UNIT shall pay the COMMUNITY ASSOCIATION a Lease Agreement application fee in the amount of one hundred dollars

(\$100.00) which may be increased from time to time by the BOARD.

Any OWNER seeking to lease his or her UNIT shall conduct a background check on each prospective tenant, which provides details concerning all criminal convictions of the tenant and other occupants of the UNIT.

No Lease Agreement for a UNIT shall be for a term of less than ninety (90) days.

Under no circumstances shall any UNIT be used for transient housing purposes, This may include daily, weekly or other short term rentals that are less than ninety (90) days in duration. It shall also be a violation of the COMMUNITY ASSOCIATION DECLARATION to offer or advertise any UNIT for lease or occupancy as transient housing space or accommodations. By way of example, and without limitation, it shall be a violation of the COMMUNITY ASSOCIATION DECLARATION to advertise a UNIT in such a manner, including by listing the UNIT as accommodation on Airbnb, VRBO or other short term occupancy listing services.

No UNIT may be leased more than three (3) times in any calendar year, unless otherwise approved by the BOARD based upon the OWNER'S hardship.

Subleasing is not permitted.

By occupying a UNIT, each tenant or occupant specifically agrees to abide by and adhere to the COMMUNITY ASSOCIATION DECLARATION, BYLAWS, ARTICLES and RULES AND REGULATIONS.

Each OWNER agrees to remove, at the OWNER'S exclusive expense, by any legal means available, including but not limited to, eviction or ejection proceedings, his or her tenant(s) should the tenant(s) refuse or fail to abide by and adhere to the DECLARATION, ARTICLES, BYLAWS, AND RULES AND REGULATIONS. Notwithstanding the foregoing, should an OWNER fail to perform his or her obligations under this Paragraph, the COMMUNITY ASSOCIATION shall have the right, but not the obligation, to evict or eject such tenant through legal proceedings, and the attorney's fees and costs related to same shall be the responsibility of the OWNER.

Each Lease Agreement shall require the UNIT to be used solely as a private, single-family residence.

Each Lease Agreement shall contain a uniform attachment ("Uniform Lease Exhibit") mandated by the COMMUNITY ASSOCIATION, which shall incorporate a provision which requires the tenant(s) to abide by the DECLARATION, ARTICLES, BYLAWS, AND RULES AND REGULATIONS. The Uniform Lease Exhibit shall contain other provisions deemed necessary by the BOARD from time to time. Failure of an OWNER and tenant(s) to incorporate such Uniform Lease Exhibit into the terms of any Lease Agreement shall cause such Lease Agreement to be voidable by the COMMUNITY ASSOCIATION.

Each Lease Agreement shall contain the Uniform Lease Exhibit designating the COMMUNITY ASSOCIATION'S authorized officer as the OWNER'S attorney-in-fact for the purpose of and with the authority to terminate any such Lease Agreement in the event of violations by the tenant(s) of any covenant, condition, or restriction; provided, however, the COMMUNITY ASSOCIATION first shall give the OWNER notice of such violation and an opportunity to terminate such Lease Agreement within ten business (10) days of such notice by the

## COMMUNITY ASSOCIATION.

During such time as a UNIT is leased, the OWNER of such UNIT shall not enjoy the use rights and privileges of the PROPERTY that are appurtenant to such UNIT; rather, such use rights and privileges shall be reserved for the UNIT OWNER'S tenant(s).

In the event that a tenant or the guest of a tenant causes damage to COMMON AREA or COMMUNITY ASSOCIATION property, the UNIT OWNER, tenant and guest or tenant shall be jointly and severally liable for same. Notwithstanding anything herein to the contrary, the COMMUNITY ASSOCIATION shall have the right to make any and all repairs to restore the damaged COMMON AREA or COMMUNITY ASSOCIATION property, and the COMMUNITY ASSOCIATION may assess the UNIT OWNER, individually, for such costs. Any such specific assessment against a UNIT OWNER for such damages shall be considered an assessment, which shall be due and collectible from the UNIT OWNER in accordance with this DECLARATION.