

## GREENWICH PROPERTY OWNERS ASSOCIATION, INC.

### LEASING AND RENTAL RULES AND REGULATIONS

Pursuant to Section 5.6 and Section 10.12 of the Declaration of Covenants, Restrictions and Easements for Greenwich recorded in the Office of the Clerk & Comptroller of Palm Beach County, Florida (the "Clerk's Office"), as CFN 20060096679, Book 19941, Page 1241 (the "Original Declaration"), as amended by that certain Supplemental Declaration to the Declaration of Covenants, Restrictions and Easements for Greenwich recorded in the Clerk's Office as CFN 20070118992, Book 21499, Page 1418 (the "Supplement"), as further amended by that certain Amendment to Declaration of Covenants, Restrictions and Easements for Greenwich recorded in the Clerk's Office as CFN 201101133541, Book 24469, Page 0001 (the "Amendment," collectively with the Original Declaration and the Supplement, the "Declaration"), in order to assure a community of congenial residents and to protect the value of the Lots within the Community, the rental or lease of Lots shall be subject to the below provisions. Defined terms used herein, but otherwise undefined, shall have the same meaning as set forth in the Original Declaration.

#### 1. General.

a. By written notice (letter, email or facsimile) of intent, a record title holder, whether one (1) or more persons or entities of the entire fee simple interest in a Lot within the Property (an "Owner") shall notify the Association of the Owner's intent to rent or lease his/her/their Lot. Within ten (10) business days of receipt of such notice the Association shall notify the Owner, in writing, if the Owner is delinquent in payment of any monetary obligation owed to the Association. If the Owner is delinquent, the Association may require such delinquency be paid in full prior to being able to rent or lease his/her/their Lot, or may require that all rent be paid by the lessee to the Association until the delinquency is paid in full. Such determination shall be at the Board of Directors' sole and absolute discretion and shall be set forth in the Association's response to the Owner.

b. Subsequent to receipt of the Association's response to the Owner's notice of intent to lease, if the Owner is not delinquent or the Board of Directors elects to permit the Lot to be leased subject to the rent being paid to the Association by the lessee until any delinquency is paid in full, the Owner shall then submit to the Association a fully executed copy of the lease, a fully completed Application to Lease furnished by the Association, the application fee and the other required or requested information or material as set forth in Paragraph 2(g) herein.

#### 2. Leasing Restrictions and Notice to Association.

a. An Owner must own his/her/their Lot for twelve (12) consecutive months before the Lot may be rented or leased excluding (i) any Lot owned by the Association or which may otherwise be leased by the Association under applicable law as amended from time to time; (ii) Lots transferred by devise or inheritance and (iii) Lots transferred to a trust for estate or tax planning purposes in which no change of occupancy has occurred.

b. All potential renters or lessees and all intended occupants must complete the Greenwich rental application in full.

c. A Lot may only be leased once in any twelve (12) consecutive month period, measured from the commencement of the most recent lease term, for a term of not less than six (6) months. Only an entire Lot and the Unit situated thereon may be leased or rented and no individual room or rooms or less than the entire Lot and Unit may be leased or rented.

d. Subleasing and transient tenancy are strictly prohibited.

e. Any and all renewals of any rental or lease must be re-submitted to the Board for approval at least thirty (30) days prior to the expiration of the prior lease. All documentation and fees for renewals must be resubmitted as if it was the first request to rent or lease.

f. All renters and occupants of a leased Lot are subject to the Declaration, as the same may be amended from time to time, and the Rules of the Association, as defined therein. Owners are also responsible for their renters, lessees and occupants, and said Owner's and lessee's guests and invitees, adhering to the Declaration and the Rules, as the aforesaid may be amended from time to time. Failure of any Owner, lessee, occupant, guest or invitee to comply will be subject to the imposition of fine(s), suspension from use of the Community Facilities, suspension from the rental program and such other action as may be available to the Association at law or in equity. All remedies of the Association shall be in addition to, and not exclusive of, all other remedies available to the Association.

g. No Lot may be rented or leased without the prior written approval of the Board of Directors of the Association or its designee (if any). The following items must be completed and submitted to the Association in connection with any lease or rental of any Lot, and said Lot and Unit thereon shall not be occupied unless the Board of Directors or its designee (if any) approves of such occupancy in writing:

- i. Copy of a dated and fully executed rental or lease agreement;
- ii. Rental application to be completed in full by the proposed lessee, tenant or occupant;
- iii. Acknowledgement of the Declaration, as the same may be amended from time to time, must be reviewed and signed both by the Owner of the Lot and the proposed lessee, tenant or occupant;
- iv. The Rules of the Association must be reviewed and initialed by both the Owner and the proposed lessee, tenant or occupant;
- v. A pet application must be completed and signed by the proposed lessee, tenant or occupant, if applicable;
- vi. Vehicle information form to be completed in full by the proposed lessee, tenant or occupant;
- vii. Current, legible copy of the Driver's License and Vehicle Registration for each proposed lessee, renter and occupant;
- viii. If requested by the Board of Directors or its designee (i.e.: committees or individual director(s) or the property manager designated by the Board of Directors), the proposed lessee, renter or occupant must schedule a personal (face to face) interview with the Board or its designee (if applicable).
- ix. Any additional or supplemental information requested by the Board of Directors or its designee within ten (10) business days of receipt of the Association's notice that the Lot is eligible to be leased as set forth in Paragraph 1(b) above.

h. Change of Possession/Occupant(s). Any person occupying a Lot for forty-five (45) or more consecutive days, or sixty (60) or more days in the aggregate in any twelve (12) month period, with or without the Owner, shall be subject to the approval of the Association and subject to the same notice, information, fee, interview and approval requirements as set forth in this rule with respect to lessees. In the event any person occupies a Lot who is not the rightful Owner/tenant/renter or approved occupant, the Association has the right to have he/she/them removed and evicted. The Association shall also have the right to evict and remove any tenant or occupant residing with a tenant or the Owner, or any person considered a tenant or lessee or otherwise subject to Association approval hereunder, who violates any provisions of the Declaration or the Rules of the Association, as the same may be amended from time to time. The Association shall be authorized to evict any person from a Lot pursuant to this paragraph of this rule and the Association shall be regarded as the Owner's designated agent or attorney in fact to take such action in accordance with Chapter 83, Florida Statutes, provided, however, the Association shall not otherwise be regarded as a landlord under such statute. The prevailing party in the eviction action shall be entitled to recover its attorneys' fees and costs and if the Association is the prevailing party the Owner and the tenant, lessee or occupant being evicted shall be jointly and severally liable for all attorneys' fees and costs incurred by the Association. Such attorneys' fees and costs shall also be an assessment against the Lot secured by the Association's lien which may be foreclosed in the same manner as the Association's lien for assessments.

3. Approval/Disapproval of Association. Within thirty (30) days after receipt of all of the information, fees and appearances (i.e., interview(s)) required or requested by the Association, the Association must either approve or disapprove the lease, rental or change of possession or occupancy of the Lot for good cause and provide the Owner with notice of such approval or disapproval. No Lot may be leased, rented or otherwise occupied without the prior written approval of the Association.

4. Disapproval of the Association.

a. The Board of Directors may disapprove a proposed lease, rental or change of possession or occupancy of a Lot for good cause as defined below, and if so the Owner shall be advised of the disapproval in writing and the lease, rental or proposed change of possession or occupancy shall not occur.

b. Good Cause. Good Cause shall be defined as any of the following:

i. Any person(s) seeking approval (including all proposed lessees and occupants of the Lot) fails to qualify because of the restrictions on occupancy of a Lot set forth in the Declaration, or the Rules of the Association, as the aforesaid may be amended from time to time;

ii. Any use or proposed use of the Lot or of the Community Facilities or other portion of the Community is in violation of any provision of the Declaration or of the Articles of Incorporation, Bylaws or the Rules of the Association, as the aforesaid may be amended from time to time;

iii. Any person(s) seeking approval (which shall specifically include persons intending to lease or occupy the Lot) has/have been convicted,

found guilty or pled guilty or nolo contendere (no contest) to any felony or misdemeanor, whether or not adjudication was withheld or a judgment of conviction was entered; involving violence against any person or property, including, without limitation, arson, any sexual battery or sexually related offense, robbery, kidnapping, carjacking, aggravated child abuse, aggravated abuse of an elderly person or disabled adult, assault, murder, manslaughter, aggravated manslaughter of an elderly person or disabled adult, aggravated manslaughter of a child, unlawful throwing, placing or discharging of a destructive device or bomb, breaking and entering, armed burglary, assault, battery, theft, stalking and any other felony or misdemeanor which involves the use or threat of physical force or violence against any person or property, or a felony for or related to using, selling, distributing and/or trafficking illegal drugs or substances and/or illegal drug paraphernalia, under the laws of any municipality, county, state, territory or country.

iv. Any of the persons seeking approval has a history (within ten (10) years of the date the notice of proposed rental or lease was submitted to the Association) of financial irresponsibility as evidenced by history of poor credit, bankruptcy(ies), debts written off or otherwise, as reasonably determined by the Board of Directors or its designee.

v. Any of the persons seeking approval (including the intended lessees and occupants of the Lot) has a history of disruptive behavior or disregard for the rights and/or property of others as evidenced by his or her conduct within the Community, as an Owner, lessee, occupant, invitee or guest, or as evidenced by his or her conduct as an owner, tenant, resident, invitee or guest of any other residential community or housing facility.

vi. Any applicant takes possession or occupancy of the Lot prior to being approved by the Association as provided for herein, or an applicant's application or submitted information or material contains any material inaccuracy(ies) or misrepresentations(s) and/or an applicant otherwise fails to comply with the provisions of this rule, in which event any transfer of possession or occupancy related to such applicant may be denied.

vii. There is/are any existing or ongoing violation(s) of the Declaration or the Rules of the Association which have not been cured or corrected to the reasonable satisfaction of the Board of Directors of the Association.

c. Failure to Provide Notice. If the notice of proposed rental or lease or notice of change of occupancy of a Lot is not provided to the Association as provided above in Paragraphs 1(a) or 2, as applicable, or if the required or requested information, material, fees and appearances (if applicable) are not provided as required in Paragraphs 1(b) and/or 2 above, then at any time after becoming aware of any lease, rental, or change of possession or occupancy of a Lot the Board of Directors or its designee may request the notice and all requested or required information, fees and appearances (interview[s]) be provided to the Association or occur, or may determine to disapprove the lease,

rental or change of possession or occupancy of the Lot and notify the Owner of such disapproval, in writing.

5. Proviso. The restrictions set forth in this rule regarding the leasing or rental of Lots shall not apply to any Lot owned by the Association. Furthermore, notwithstanding the foregoing provisions above, in the event that an Owner is delinquent in paying any assessment or monetary obligation to the Association or the Owner or his lessee(s), family member(s), guest(s), agent(s), licensee(s), or invitee(s) are not in compliance with any provisions of the Declaration or the Rules of the Association, as the aforesaid may be amended from time to time, the Association has the right to disapprove of any rental, lease or change of possession or occupancy of a Lot until any assessment or monetary obligation to the Association is paid and/or until any violation of any provisions of the Declaration or Rules of the Association are corrected.

6. Transfer/Application Fee. The Board of Directors may require a non-refundable application fee or transfer fee per proposed lessee, tenant and occupant of a Lot in an amount to be determined by the Board from time to time, not to exceed any maximum amount established by applicable law from time to time. Such fee(s) must be provided to the Board of Directors or its designee along with the notice of lease, rental or change of possession or occupancy of a Lot and the information, materials and appearances (i.e. interview(s)) required or requested by the Board of Directors or its designee. No application for lease, rental or other change of possession or occupancy of a Lot shall be deemed complete without payment of the required application fee or transfer fee.