

THE LANDINGS (LONGWOOD) HOMEOWNERS' ASSOCIATION, INC.
TENANT APPROVAL GUIDELINES

1. **Introduction.** Pursuant to Article VI, Section 30 & Article VII, Section 8, of the association's amended & restated declaration (OR 8820-960), the association hereby adopts these tenant approval guidelines (as association rules & regulations), thereby fully supplanting any and all prior association rules & regulations concerning tenant approval previously promulgated by the association.

2. **Tenant Disqualification.** Subject to below Paragraph 4 herein, any person 18 years or older who has been convicted of a felony or listed as a sexual offender/predator on any such governmental registry (either at the time of making the application referenced in below Paragraph 3 herein or subsequently as referenced in below Paragraph 6), shall be deemed disqualified from residing in the association's development as a tenant or non-owner occupant.

3. **Proposed Tenant / Occupant Application, Background Check, and Approval/Disapproval.** Before executing a lease or rental agreement for (and/or taking possession of or residence within) any lot within the association's development, each person 18 years or older who proposes to reside as tenant or non-owner occupant of any such lot must request written approval by the association (to lease, rent, or reside within the subject lot), by completing the on-line tenant approval application via the association's website (and delivering payment to the association's property manager of the applicable background check fee). (An occupant within the scope of this rule is any person 18 years or older who resides with a tenant at the subject lot for more than 30 days in any calendar year and does not have any ownership interest in the lot.) Whereupon, the association's property manager shall promptly conduct a background check (including, without limitation, a search for any felony conviction and/or sexual offender/predator governmental registry listing) on the proposed tenant / non-owner occupant. Within 5 days from the date when the backgrounds check results are received by the property manager, the association shall notify in writing the owner of the lot (for which the application for tenant / non-owner occupant approval has been submitted) whether the subject application has been approved or disapproved by the association (and, if disapproved, the notice shall also state the grounds for the disapproval).

4. **Tenant Disqualification Reconsideration.** The owner of the lot (for which an application for tenant / non-owner occupant approval has been disapproved by the association) may make a written request to the association for reconsideration, based on whatever special circumstances the owner believes justify deviation from the disqualification factors referenced in above Paragraph 2 herein. Such special circumstances may include (without limitation): the relationship between the owner and the tenant / non-owner occupant, felony conviction type, and/or felony conviction timing. Based on such special circumstances (and/or any other factor that the association's board of directors may deem appropriate to consider), the association's board of directors (by no less than a majority vote of the entire board) shall have the discretion (unilateral right, but not duty) to approve the previously disapproved proposed tenant / non-owner occupant. Whether approved or disapproved upon such reconsideration, the board's decision shall be final.

5. **Breach.** The association shall have the discretion (unilateral right, but not duty) to permit a proposed tenant / non-owner occupant to cure any procedural breach of these rules & regulations. For any

substantive breach or procedural breach not cured in a timely manner with the association's written consent, the association shall make demand on the owner to remove/evict the offending proposed tenant / non-owner occupant from the subject lot; and, if the owner fails to do so in a timely manner, the association shall have the discretion (unilateral right, but not duty) to do so on the owner's behalf (and obtain from the owner full reimbursement for all attorney fees and costs incurred by the association in doing so).

6. **Subsequent Disqualification.** Any tenant or non-owner occupant who was previously approved by the association but who has later been convicted of a felony or listed as a sexual offender/predator on any such governmental registry shall be deemed subsequently disqualified from residing in the association's development as a tenant or non-owner occupant. In that event, either such person must immediately vacate the subject lot or the owner of the subject lot must make a supplemental application for approval (along with a simultaneous disqualification reconsideration request) in accordance with above Paragraphs 3 & 4. Any breach with respect to such person shall be handled in accordance with above Paragraph 5 herein.

7. **Additional Provisions Concerning Lease Agreement Itself.** No lease / rental agreement shall have an initial term of less than one year. Every lease / rental agreement shall provide that the tenant / non-owner occupant shall comply with the association's governing documents (declaration, articles of incorporation, by-laws, and rules & regulations, as may be amended from time to time). Every lease / rental agreement shall set forth the current phone number and email address of the tenant / non-owner occupant – and the owner of the subject lot shall have a continuing duty to notify the association in writing whenever said phone number or email address changes (and to provide the association in writing the then-current phone number or email address). The owner of the subject lot shall provide to the association a complete copy of the lease / rental agreement (and any subsequent amendment / modification thereof). In the event that a lease / rental agreement between an owner and tenant / non-owner occupant is verbal only (and not in writing), the owner shall obtain from the association a written form that must be completed and returned to the association in lieu of a written lease / rental agreement.

THIS IS TO CERTIFY THAT the association duly adopted these tenant approval guidelines by at least majority board member vote of the entire board of directors at a duly noticed board of directors meeting held on 3-15-2017 (which date shall be the effective date of these tenant approval guidelines).

By: Thomas Carter 3-15-2017
Thomas Carter, Director & President
The Landings (Longood) HOA, Inc.