

The Sanctuary at Oak Creek Homeowners Association, Inc.

RESOLUTION OF THE BOARD OF DIRECTORS

TENANT APPLICATION AND SCREENING POLICY

ESTABLISHING RENTAL REGISTRATION TENANT SCREENING AND APPLICATION PROCEDURES

WHEREAS, The Sanctuary at Oak Creek Homeowners Association, Inc. (the "Association") is governed by the Declaration of Covenants, Conditions, Restrictions and Easements for The Sanctuary at Oak Creek, as amended (the "Declaration");

WHEREAS, the Certificate of Amendment recorded on December 18, 2024, as Instrument No. 2024525303 in the Official Records of Hillsborough County, Florida (the "Rental Amendment"), authorizes the Association to require tenant information, copies of leases, basic background or credit checks as deemed necessary, tenant approval, and a reasonable nonrefundable application fee;

WHEREAS, the Rental Amendment also establishes leasing restrictions, grandfathering provisions, a rental cap, and authority to administer a wait-list procedure; and

WHEREAS, the Board desires to establish a uniform process for registering rentals, screening proposed tenants where authorized, maintaining accurate rental records, and administering the Rental Amendment fairly and consistently;

NOW, THEREFORE, BE IT RESOLVED that the Board adopts the following Tenant Application and Screening Policy:

- 1) **Purpose and Controlling Authority.** This Policy implements and administers the Rental Amendment. It does not expand the substantive leasing restrictions contained in the Declaration. If this Policy conflicts with the Declaration or applicable law, the controlling authority governs.
- 2) **Definitions.** For purposes of this Policy:
 - a. **"Covered Lot"** means a Lot acquired by its current Owner after December 18, 2024, and therefore subject to the tenant-information, screening, approval, one-year ownership, rental-cap, and other rental requirements contained in the Rental Amendment.
 - b. **"Grandfathered Lot"** means a Lot owned by its current Owner on December 18, 2024. A Grandfathered Lot remains subject to the rental requirements that the Rental Amendment expressly applies to all Owners, including notice of a rental, delivery of the lease, applicable lease-term and rental-frequency requirements, and restrictions on short-term-rental advertising or use. A Grandfathered Lot is not subject to tenant background screening or Association approval under this Policy unless the Owner voluntarily elects to use that process or another recorded provision independently requires it.
 - c. **"Applicant"** means each proposed tenant and each other proposed occupant who will be eighteen (18) years of age or older when occupancy begins.

- 3) **Rental Registration Required for All Lots.** Every Owner, including the Owner of a Grandfathered Lot, must notify the Association before leasing the Lot and deliver a complete copy of the proposed lease at least ten (10) days before occupancy begins. The Owner must also provide the names and contact information of all proposed occupants, the anticipated commencement and expiration dates, vehicle information reasonably requested for community access and parking administration, an emergency contact, and any other information reasonably necessary to maintain the Association's occupancy records. Submission of information for a Grandfathered Lot does not convert registration into tenant approval or waive the Lot's grandfathered status.
- 4) **Application and Screening for Covered Lots.** For a Covered Lot, the Owner must submit a complete tenant application package, using the application enclosed as Exhibit A, at least ten (10) days before the proposed occupancy date. No Applicant may occupy the Lot until the Association issues written approval. A complete package must include:
- a. the Association's then-current tenant application completed by the Owner and each Applicant;
 - b. a complete copy of the proposed written lease, including all addenda;
 - c. a legible government-issued photo identification for each Applicant;
 - d. each Applicant's written authorization and information required by the Association's screening provider to obtain a tenant background report;
 - e. the information required by Section 3; and
 - f. payment of the application fee established in Section 5.
- 5) **Nonrefundable Application Fee.** The nonrefundable application fee is \$ 100.00 for each Applicant. The fee must accompany the application and is intended to defray the Association's reasonable costs of screening and administering the application. The Board shall insert the amount when adopting this Policy and may change the fee prospectively by subsequent Board resolution, provided the fee remains reasonable. No fee is required merely to register a lease for a Grandfathered Lot that is not subject to screening or approval.
- 6) **Nature and Scope of Screening.** The Association will obtain a tenant background report for each Applicant for a Covered Lot. The Association will not obtain a credit report unless the Board later expressly authorizes credit screening by written policy and adopts objective credit criteria. Screening shall be limited to information reasonably related to protecting persons and property, confirming identity, and administering the Declaration. Neither the Owner nor the Association may use the screening process to discriminate on the basis of any characteristic protected by federal, state, or local law.
- 7) **Review Standards.** An application for a Covered Lot may be denied only for one or more of the following reasons. Grandfathered Lots are not subject to tenant screening or Association approval under this Section, but remain subject to registration and the leasing restrictions expressly applicable to them under the Rental Amendment:
- a. the application is incomplete, the required fee has not been paid, an Applicant refuses to authorize the required screening, or materially false or misleading information is submitted;

- b. the proposed lease or rental does not comply with an applicable leasing restriction contained in the Declaration, including:
 - i. for a Covered Lot only, the Owner acquired title after December 18, 2024, and has not owned the Lot for at least one (1) year before the proposed tenancy begins;
 - ii. for a Covered Lot only, approval of the rental would cause more than fifteen percent (15%) of all Lots in the community to be rented, unless the Board has increased the rental cap to a percentage not exceeding twenty percent (20%) as authorized by the Rental Amendment;
 - iii. for a Covered Lot only, the Owner proposes to rent more than one (1) Lot within the Association at the same time;
 - iv. for a Covered Lot only, the proposed arrangement involves renting individual rooms rather than the entire Lot, subleasing, or sub-renting;
 - v. for all Lots, including Grandfathered Lots, the proposed lease term is less than six (6) months;
 - vi. for all Lots, including Grandfathered Lots, the proposed rental would cause the Lot to be leased more than three (3) times during any consecutive twelve (12)-month period; or
 - vii. for all Lots, including Grandfathered Lots, the proposed rental constitutes or involves a short-term or hotel-style rental, including advertising or posting the Lot on Airbnb, VRBO, or another peer-to-peer online marketplace or homestay network.
 - c. reliable information establishes that the proposed occupancy would present a substantial and legitimate threat to the health or safety of residents or to Association or private property, and that the threat cannot be sufficiently reduced by a reasonable accommodation or another less restrictive measure; or
 - d. another objective basis for denial is expressly authorized by the Declaration or applicable law.
- 8) **Criminal-History Review.** An arrest, charge, dismissed case, acquittal, expunged or sealed record, or conviction standing alone shall not result in automatic denial. When criminal-history information may be relevant under Section 7(c), the Association shall conduct an individualized assessment considering the nature and severity of the conduct, the time elapsed, the Applicant's age at the time, the disposition of the matter, evidence of rehabilitation or changed circumstances, the relationship of the conduct to the health, safety, or property concern at issue, and any reliable supplemental information submitted by the Applicant. The Association shall not consider a record when prohibited by law and shall apply the same standards consistently to all Applicants.
- 9) **Administrative Review and Board Determination.** Association management may administratively approve a complete application for a Covered Lot when the proposed rental complies with the Declaration and the screening presents no potential basis for denial. Management may request clarification or supplemental information reasonably necessary to complete the review. Only the Board may deny an application. Before denial based in whole or in part on disputed or potentially disqualifying background information, the Applicant shall be given a reasonable opportunity to identify an error, explain the circumstances, or provide supplemental information. Any interested director shall disclose the interest and abstain from deliberation and voting.
- 10) **Consumer-Report Notices.** The Association, management, and any screening provider shall obtain the Applicant's written authorization before procuring a consumer report and shall comply

with applicable consumer-reporting requirements. If an application is denied or another adverse action is taken based in whole or in part on information in a consumer report, the Association or its authorized agent shall provide the Applicant the legally required adverse-action notice, including the screening company's contact information and notice of the Applicant's right to dispute the report and request a copy.

11) Rental Cap and Wait List.

- a. **Administration of Rental Cap.** The Rental Amendment limits rentals to fifteen percent (15%) of all Lots in the community, unless the Board increases the cap to a percentage not exceeding twenty percent (20%) by subsequent Board action. Grandfathered Lots are not prohibited from renting because the cap has been reached; however, all Lots actually being rented, including Grandfathered Lots, shall be counted when determining the number of Lots currently rented. The wait-list requirements apply only to Covered Lots.
- b. **Creation of Wait List.** When the applicable rental cap has been reached, management shall establish and maintain a chronological wait list for Covered Lots whose Owners wish to rent. An Owner shall be placed on the wait list only after submitting a written request identifying the Lot and providing any preliminary information reasonably required by management. Only one wait-list position may be maintained for each Lot.
- c. **Priority.** Wait-list priority shall be determined by the date and time the Association receives the Owner's complete written request. A wait-list position is personal to the Lot and its current Owner, may not be transferred to another Lot or Owner, and terminates upon transfer of title.
- d. **Availability of Rental Position.** When a rental position becomes available, management shall provide written notice to the first eligible Owner on the wait list. The Owner shall have sixty (60) days after delivery of the notice to submit a complete tenant application package, proposed lease, required authorizations, and application fee and to obtain written approval under this Policy. If the Owner fails to complete the process within sixty (60) days, the Owner forfeits the available rental position, shall be removed from the wait list, and may later submit a new request to be placed at the end of the then-existing wait list.
- e. **Duration of Rental Authorization.** Once an Owner receives approval and the approved tenant begins occupancy, the rental position remains assigned to that Lot only for the continuous tenancy of the specifically approved tenant or tenants. Renewal of the lease with the same approved tenant or tenants does not require the Owner to return to the wait list, provided the Owner timely registers each renewal and remains in compliance with the Declaration and this Policy.
- f. **Lease Renewals.** The Owner must provide management a complete copy of any renewal or replacement lease involving the same approved tenant or tenants at least ten (10) days before expiration of the existing lease. Failure to timely register the renewal does not automatically transfer the rental position to another Owner, but constitutes a violation subject to enforcement. If the existing tenancy actually terminates before a compliant renewal is provided, the rental authorization terminates.
- g. **Termination of Rental Authorization.** The rental authorization terminates when the approved tenant or tenants permanently vacate the Lot, the lease is terminated without a renewal involving the same approved tenant or tenants, or ownership of the Lot is

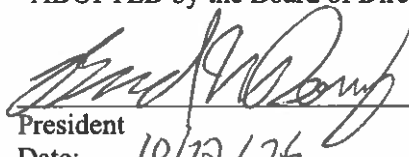
transferred. The Owner must notify management within ten (10) days after the tenancy terminates. Any proposed rental to a new or replacement tenant requires a new wait-list position unless the rental cap is not then filled.

- h. **Eligibility When Position Becomes Available.** An Owner may use an available rental position only if the Lot and proposed rental satisfy the leasing requirements applicable under the Declaration and this Policy. An incomplete application or an existing violation involving an unauthorized rental, short-term rental, prohibited sublease, rental of individual rooms, or other noncompliant leasing activity may prevent approval until the leasing violation is cured. Unrelated covenant violations or monetary delinquencies shall not alter the Owner's chronological wait-list position, without prejudice to the Association's separate enforcement and collection rights.
- i. **No Occupancy Before Approval.** Placement on the wait list or notice that a rental position is available does not authorize leasing or occupancy. A proposed tenant for a Covered Lot may not occupy the Lot until the Association issues written approval.

- 12) **Changes Renewals and Additional Occupants.** Approval applies only to the Applicants and lease submitted. The Owner must report any material change before it occurs. Each additional or replacement adult tenant or occupant for a Covered Lot must complete screening and receive written approval before occupancy. A renewal with the same approved occupants must be registered with a copy of the renewal or new lease at least ten (10) days before the existing lease expires; the Association may require updated screening when reasonably necessary due to materially changed information or the passage of time.
- 13) **Owner Responsibility.** Approval of an Applicant does not make the Association a party to the lease, a guarantor of the Applicant, or responsible for the conduct of any tenant or occupant. The Owner remains responsible for compliance by the Owner's tenants, occupants, guests, and invitees and for all obligations imposed by the Declaration and applicable law. Association approval does not waive any violation or limit later enforcement.
- 14) **Late or Unauthorized Occupancy.** A late application may be processed, but neither submission nor processing authorizes occupancy before written approval when approval is required. Any unregistered rental, incomplete application, or occupancy without required approval constitutes a violation subject to the Association's Enforcement Policy and the remedies authorized by the Declaration and applicable law. Any individual assessment or charge for a late application shall be imposed only when separately authorized and established by the Board in accordance with the Declaration and applicable law.
- 15) **Records and Confidentiality.** Management shall maintain the rental registry, applications, leases, approvals, denials, and related correspondence as Association records. Sensitive personal information and consumer reports shall be collected, transmitted, accessed, retained, and destroyed using reasonable safeguards; access shall be limited to persons who require the information to administer this Policy. Social Security numbers and screening-provider credentials should be submitted directly through the provider's secure process whenever available and should not be included in Board meeting minutes.
- 16) **Reasonable Accommodations.** The Association shall consider a request for a reasonable accommodation or modification of this Policy when required by applicable fair-housing law. A request for an accommodation does not automatically authorize occupancy or waive unrelated leasing requirements.

- 17) **No Automatic Approval.** Failure of the Association or management to act within a particular period does not constitute approval. Written approval is required before occupancy of a Covered Lot. Owners are responsible for submitting complete materials sufficiently in advance and should not make a lease contingent upon approval without allowing adequate time for review.
- 18) **Effective Date and Amendment.** This Policy is effective upon adoption and applies prospectively to applications and rental registrations submitted on or after that date. The Board may amend this Policy by subsequent resolution, subject to the Declaration and applicable law.
- 19) **Summary of Procedures.** A summary of the rental registration, tenant application, screening, approval, and wait-list procedures established by this Policy is attached as Exhibit B. Exhibit B is provided for administrative convenience and general guidance only. It does not replace or modify the Declaration or this Policy. If Exhibit B conflicts with the Declaration or this Policy, the Declaration and this Policy shall control.

ADOPTED by the Board of Directors on _____, 20____.



President
Date: 10/12/26



Secretary
Date: 10/12/26

EXHIBIT B – SUMMARY

This summary is provided for convenience only. It does not replace or modify the Declaration or the Tenant Application and Screening Policy. If a conflict exists, the Declaration and Policy control.

1. ALL RENTALS

At least ten (10) days before occupancy, every Owner must notify the Association of the proposed rental and provide:

- A complete copy of the proposed lease and all addendums;
- The names and contact information of all occupants;
- The lease commencement and expiration dates; and
- Requested vehicle, community-access, and emergency-contact information.

All applicable rental restrictions must be satisfied, including the six-month minimum lease term, the limitation of three leases during any consecutive twelve-month period, and the prohibition against short-term rentals and advertising on Airbnb, VRBO, or similar platforms.

2. GRANDFATHERED LOTS

A Grandfathered Lot is a Lot owned by its current Owner on December 18, 2024. Grandfathered Lots must register each rental and provide the lease but are not subject to tenant screening, Association approval, the one-year ownership requirement, the rental cap, or the wait list unless another recorded provision independently provides otherwise.

3. COVERED LOTS

A Covered Lot is a Lot acquired by its current Owner after? after December 18, 2024. Before renting a Covered Lot:

- The Owner must have owned the Lot for at least one (1) year;
- The Owner may not rent more than one Lot at the same time;
- The entire Lot must be leased, and subleasing is prohibited;
- Each adult Applicant must complete Exhibit A, authorize a background check, provide the required documentation, and pay the nonrefundable application fee of \$ _____; and
- The Association must issue written approval before occupancy begins.

Management may approve a complete, compliant application. Only the Board may deny an application. Criminal-history information will be reviewed individually in accordance with the Policy and applicable law.

4. RENTAL CAP AND WAIT LIST

Rentals are capped at fifteen percent (15%) of all Lots unless the Board increases the cap to no more than twenty percent (20%). Grandfathered Lots may continue to rent notwithstanding the cap, but all rented Lots are counted when determining current rentals.

If the cap has been reached, Covered Lots will be placed on a chronological wait list. When a position becomes available, the first eligible Owner has sixty (60) days to submit a complete application and obtain approval. Failure to do so results in forfeiture of the position and removal from the wait list.

Approval remains valid only during the continuous tenancy of the approved tenant or tenants. A timely renewal with the same tenants does not require the Owner to return to the wait list. When that tenancy ends, the rental authorization ends.

5. OWNER RESPONSIBILITY

Association approval does not make the Association a party to the lease or a guarantor of the tenant. The Owner remains responsible for the conduct of all tenants, occupants, guests, and invitees. An unregistered, prohibited, or unapproved rental may result in enforcement under the Declaration and the Association's Enforcement Policy.