

## **SANDALFOOT SQUIRE PHASE II ASSOCIATION INC. PURCHASE AND LEASING POLICY AND CRITERIA**

WHEREAS, Amended Articles 10.8, 10.11, 11.1(b) and 11.2(a)(2) of the Declaration of Condominium (“Declaration”) of Sandalfoot Squire Phase II Association Inc. (“Association”) authorize the Board of Directors (“Board”) to approve leases before any Owner may lease or rent his/her Apartment and to approve sales before any Owner may sell, based on certain information as may be required by the Board;

WHEREAS, the Board has determined that it is necessary and prudent for certain information to be required of prospective tenants and buyers before they can be approved; and,

WHEREAS, the Board has determined that it will adopt criteria as to the approval process regarding the leasing or sale of an Apartment(s).

NOW, THEREFORE, reasserting and adopting the Recitals as true and correct, the Association’s Board of Directors hereby adopts the following pertaining to leasing or selling of Apartment(s):

### **I. Requirements for Owners Leasing or Selling an Apartment.**

- A. Conditions for Leasing. The Association may disapprove of a Prospective Tenant(s)’ lease and the rental of an Apartment if the Owner is delinquent in any monetary obligations to the Association, including monthly Assessments or Special Assessments, or has violated the Rules and Regulations of the Association or the terms and provisions of the Declaration.
- B. Requirement for Signed Lease. All applications to lease shall be in writing and approved by the Board prior to the Prospective Tenant(s) moving in.
- C. Application. Prospective Tenant(s) or Buyers must submit an application to lease or buy the Apartment that will included the following: the name(s) of all Prospective Tenant(s) and intended occupants, their current addresses, telephone number(s), an executed copy of the proposed Lease Agreement or of the Sales Agreement, two last known addresses, questionnaire as to the past lease or ownership history (ie where the occupants leased, and history of evictions, etc), and information for a background check, credit check and/or criminal history check. Any Prospective Tenant(s) or Buyer must pay the cost for each adult applicant to be submitted for a background check, credit check and criminal history check (currently \$30). Any Prospective Tenant(s) or Buyer may be subject to an in person or telephonic interview.
- D. Liability of Owner and Tenant(s). The approval of a lease by the Board shall not release the Owner from any and all obligations under this Declaration, and the Tenant(s) shall have the right to use the facilities and common elements to the

exclusion of the Owner unless the Tenant(s) waives such rights in writing. Regardless of whether or not expressed in the lease, all Owners shall be jointly and severally liable with their Tenant(s) to the Association for any amount required by the Association to effect repairs or to pay for any claim of injury or damage to the Association property caused by the negligence of the Tenant(s) or the Tenant's family members, guests or invitees, or for the acts and omissions of the tenants or occupants or their family members, guests or invitees, which constitute a violation of or non-compliance with the provisions of this Declaration and any and all rules and regulations of the Association.

- E. Requirement to agree with and abide by the Governing Documents. The Articles of Incorporation, the Declaration, the By-Laws, and the Rules and Regulations of Sandalfoot Squire Phase 2 Associations Inc, representing condominium 1, 2, 8, and 9 are located in the public domain at the Palm Beach County Court House. For convenience, they have been posted on the Association's website here: <https://sandalfootsquire.com/official-documents/>. It is assumed that every prospective buyer agrees with and will abide by these Governing Documents. Prospective Buyers agree and understand that no rentals are being permitted during the first year after the closing. Current Owners who sell their condos and wish to remain in the community as tenants would need to be approved as such before the closing.

**II.** The Association's approval of a Prospective Tenant(s)/lease or of a Prospective Buyer will be evaluated on the following criteria; and the following may be deemed to constitute good cause for denial:

- A. The Prospective Tenant(s) or Buyer seeking approval or intended occupants have been convicted of a felony involving violence to a person or property, or a felony demonstrating dishonesty or moral turpitude; or having multiple felonies or offenses of Driving Under the Influence.
- B. The Prospective Tenant(s) or Buyer seeking approval or intended occupant has had a Final Judgment of Eviction entered against them within the last 5 years.
- C. The Prospective Tenant(s) or Buyer seeking approval or intended occupants have evidenced an attitude, acts, or character that will have a disregard for the Declaration and/or Rules and Regulations, or same at the interview or other appearance before the Board or its designee, or within any communication with the Board or its designee.
- D. If any or all applicants fail to possess a verifiable credit score at least the current FHA loan minimum credit requirement for approving loan applications, currently 580, or a credit score of 700 or better, whichever credit score is lower.

- E. The Prospective Tenant(s) or Prospective Buyer seeking approval or intended occupant has failed to provide the information, fees, or appearances required to process the application, or provided false information during the application process.