

**CRESTWOOD VILLAS OF SARASOTA  
MULTI-CONDOMINIUM ASSOCIATION, INC.**

**RESOLUTION REGARDING SALES AND LEASING POLICY**

WHEREAS, Crestwood Villas of Sarasota Multi-Condominium Association, Inc. (the “Association”) is a not-for-profit corporation duly organized and existing under the laws of the State of Florida ; and

WHEREAS, the Association is a multi-condominium governed by Chapter 720, Florida Statutes and its governing documents which include, but are not limited to, the Master Declaration of Covenants, Conditions and Restrictions for Crestwood Villas of Sarasota, as recorded at OR book 2102 page 1224 of the official records of Sarasota County, Florida (“Master Declaration”), and the individual condominium declarations including the Declaration of Condominium of Crestwood Villas of Sarasota, Section I (“Section I Declaration”), as recorded at OR book 2148 page 1377 of the official records of Sarasota County, Florida; the Declaration of Condominium of Crestwood Villas of Sarasota, Section II (“Section II Declaration”), as recorded at OR book 2148 page 1429 of the official records of Sarasota County, Florida; the Declaration of Condominium of Crestwood Villas of Sarasota, Section III (“Section III Declaration”), as recorded at OR book 2124 page 2430 of the official records of Sarasota County, Florida; the Declaration of Condominium of Crestwood Villas of Sarasota, Section IV (“Section IV Declaration”), as recorded at OR book 2102 page 1294 of the official records of Sarasota County, Florida; the Declaration of Condominium of Crestwood Villas of Sarasota, Section V (“Section V Declaration”), as recorded at OR book 2102 page 1429 of the official records of Sarasota County, Florida, all as amended from time to time (hereinafter referred to collectively as the “Section Declarations”).

WHEREAS, the Association is responsible for managing and operating the Crestwood Villas of Sarasota, Section I Condominium, the Crestwood Villas of Sarasota, Section II Condominium, Crestwood Villas of Sarasota, Section III Condominium, Crestwood Villas of Sarasota, Section IV Condominium, Crestwood Villas of Sarasota, Section V Condominium, and lands shared in common by each individual condominium (hereinafter collectively referred to as the “Condominiums”).

WHEREAS, pursuant to the Section Declarations, the Association’s Board of Directors is authorized to promulgate rules and regulations governing use of the units within the Condominiums;

WHEREAS, the Board of Directors desires to promulgate a revised policy governing transfers, leases and occupancy of units within the Condominiums which will supplement, but not replace, provisions in the Section Declarations;

WHEREAS, the Board of Directors, under the revised policy, desires to reclaim approval authority for transfers and leases from the Orientation Committee and return it to the Board of Directors and does not contemplate any other function for the Orientation Committee under the revised policy;

WHEREAS, the Board of Directors, under the revised policy, desires to create a new Welcoming Committee to welcome owners and lessees approved by the Board of Directors into the Condominiums, and for such other purposes as the Board of Directors may determine, from time to time;

NOW, THEREFORE, BE IT

RESOLVED, that the foregoing recitals are true and correct; and

RESOLVED, that the Board of Directors of the Association hereby approves and adopts the Sales and Leasing Policy attached to this Resolution as **Exhibit A**. The Sales and Leasing Policy attached to this Resolution as Exhibit A shall replace all prior policies respecting Sales and Leasing within the Condominiums, except those set forth in the Association's superior governing documents;

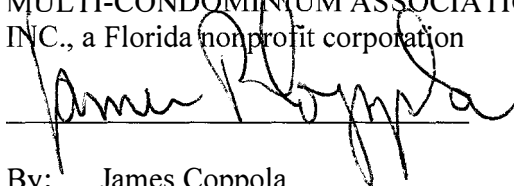
RESOLVED, that the Association's Orientation Committee is hereby abolished;

RESOLVED, that a new Welcoming Committee is hereby formed in the manner and for such purposes as set forth in Welcoming Committee Charter attached hereto as **Exhibit B**.

[signatures to follow]

IN WITNESS WHEREOF, the Board of Directors of Crestwood Villas of Sarasota Multi-Condominium Association, Inc., at a duly noticed meeting of the Board of Directors at which a quorum was present, held on the 24 day of MAY, 2020, in the manner required by the Association's governing documents, adopted the foregoing Resolution, which is to be made a part of the Association's official records.

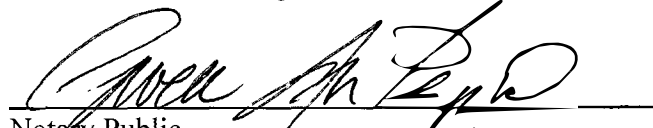

CRESTWOOD VILLAS OF SARASOTA  
MULTI-CONDOMINIUM ASSOCIATION,  
INC., a Florida non profit corporation



By: James Coppola  
Its: President

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged by means of  physical presence or  online notarization, before me this 28 day of April, 2020, by James Coppola, as President of Crestwood Villas of Sarasota Multi-Condominium Association, Inc. Association, Inc., a Florida not-for-profit corporation, on behalf of the Association, who are  personally known to me, or  have produced Florida Notary License as identification.

  
Notary Public  
Print Name: Gwen Ann Perpich  
My Commission Expires: 12/3/23  
[notary seal]

**GWEN ANN PERPICH**  
Commission # GG 932897  
Expires December 3, 2023  
Bonded Thru Budget Notary Services

## **EXHIBIT A**

### **CRESTWOOD VILLAS OF SARASOTA MULTI-CONDOMINIUM ASSOCIATION, INC.**

#### **TRANSFER, LEASE AND OCCUPANCY POLICY**

The Crestwood Villas of Sarasota Multi-Condominium Association, Inc. has promulgated the following Sales, Leasing and Occupancy Policy (“Policy”) governing transfers, leasing and occupancy within the Crestwood Villas of Sarasota, Section I Condominium, the Crestwood Villas of Sarasota, Section II Condominium, Crestwood Villas of Sarasota, Section III Condominium, Crestwood Villas of Sarasota, Section IV Condominium, Crestwood Villas of Sarasota, Section V Condominium (hereinafter collectively referred to as the “Condominiums”). The Policy establishes a process and criteria for the consistent consideration of transfers, leasing and occupancy within the Condominiums in a manner which promotes the health, happiness and welfare of all occupants. This policy, together with the Association’s other governing documents, shall be referred to herein as the “Governing Documents”. All definitions of terms set forth in the Governing Documents are incorporated herein by reference.

1. The transfer (including sales, gifts, or otherwise), lease or occupancy of a unit must be approved in writing in advance by the Association. Any transfer, lease, or occupancy without the Association’s prior written approval shall be void, unless subsequently approved by the Association.
2. To obtain the Association’s approval for a transfer, owners and prospective owners shall submit an Application for Unit Transfer in the form approved by the Association, which can be obtained from the Association’s manager. Where a prospective owner is an entity or trust with less than five individuals holding a legal or beneficial ownership interest (hereinafter “Closely Held Entity”), all such interest holders must complete and execute an Application for Sale of Unit. Notwithstanding the foregoing, transfers where the Association is a party or transfers pursuant to foreclosure of a bona-fide mortgage by an institutional mortgagee or deed in lieu thereof shall not require approval.
3. To obtain the Association’s approval for lease or occupancy, owners and all prospective lessees or occupants of a unit in the Condominiums over the age of 18 shall submit an Application for Unit Lease or Occupancy in the form approved by the Association, which can be obtained from the Association’s manager, and a fee of \$100 per applicant (except a husband and wife, or parents/dependent children, who are considered a single applicant for purpose of the fee owed). Lease modifications, extensions, renewals, assignments or subleases shall require submission of a new application.
4. The Application for Sale or Application for Lease or Occupancy form shall provide the name, address, telephone number and social security number of all prospective owners, tenants, or occupants aged 18 and older and the names of all proposed occupants under the age of 18, together with such other information as the Board may reasonably require.
5. A completed Application for Lease or Occupancy, together with all documentation required to be submitted therewith as provided in the application, must be delivered to the

Association's manager by registered or certified mail or hand delivery at least fifteen (15) days in advance of the commencement of the lease or occupancy. A completed Application for Sale, together with all documentation required to be submitted therewith as provided in the application, must be delivered to the Association's manager by registered or certified mail or hand delivery at least fifteen (15) days in advance of the commencement of the lease or occupancy. Other methods of delivery, such as email, are also acceptable, so long as the Association acknowledges receipt in writing, in which case the date of delivery shall be considered the date the Association acknowledges receipt.

6. The Association, through a third-party vendor, will conduct a background check on each person aged 18 or older, including credit and criminal history, for use in consideration of any application for transfer, tenancy or occupancy. Submission of an application to the Association shall constitute authorization for the Association to conduct or obtain such background check.
7. The Association shall not unreasonably withhold its consent to a proposed transfer, lease or occupancy.
8. The Association shall only deny a proposed transfer or lease due to the prospective owner or tenant's 1) financial irresponsibility, distress, or insolvency; 2) history of failure or refusal to comply with the Association or other community associations' governing documents; 3) criminal background as specified in paragraph 10 below; 4) material misrepresentation in the application process, 5) delinquent assessments or other amounts owed to the Association; or 5) other good cause.
9. The Association shall only deny approval of occupancy by someone other than an owner or lessee due to the prospective occupant's 1) history of failure or refusal to comply with the Association or other community associations' governing documents; 2) criminal background, as specified in paragraph 10 below; 3) material misrepresentation in the application process or 4) other good cause.
10. In order to ensure security of persons and property within the Condominiums, the Association may deny approval of a transfer, tenancy or occupancy to an individual or Closely Held Entity whose owners or principals have pled guilty to or otherwise been adjudicated guilty within the past five (5) years of any felony involving violence, theft, property damage or sexual misconduct, or any person who has been incarcerated as a result of such convictions within the past five (5) years, whichever is greater. In determining whether such conviction(s) warrant(s) denial of a lease application, the Association shall consider, to the extent information is provided by the unit owner or prospective tenant or occupant, without exclusion, the following factors:
  - a. The facts or circumstances surrounding the conviction(s);
  - b. The age of the individual at the time of conviction(s);
  - c. The total number of convictions (whether or not within the seven (5) year period);
  - d. The record and conduct of the individual subsequent to the conviction(s);
  - e. Evidence of rehabilitation efforts;
  - f. Character references; and
  - g. Any other relevant factors.

It shall be the duty of the unit owner and/or prospective tenant or occupant to provide the Association with any information or documentation to be considered alongside a history of a potentially disqualifying conviction(s) at the time of application for transfer, lease or occupancy. Any prospective owner, tenant or occupant whose application is denied due to potentially disqualifying criminal convictions who disputes that such convictions occurred may request reconsideration by the Association. Upon such request, the Association will consider any information or documentation provided by the prospective owner, tenant or occupant and notify the unit owner and/or prospective tenant of its decision.

11. Notwithstanding the above, no person or Closely Held Entity whose owners or principals have been convicted of the illegal manufacture or distribution of a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802) will be approved to own, lease, or occupy a unit in the Condominiums without regard to when such conviction occurred.
12. The Board of Directors or its designee will review an Application for Lease or Occupancy and notify the unit owner(s) of its decision within five (5) days of receipt of a completed application and required documentation and fees. The Board of Directors or its designee will review an Application for Sale and notify the unit owner(s) and prospective owner(s) within fifteen (15) days after receipt of a completed application, required documentation, and fees.
13. Owners must provide all prospective purchasers, lessees and occupants with a copy of the Governing Documents. The owner, lessee and all occupants residing in the unit must agree to abide by the Governing Documents.
14. No fraction or portion of a unit (other than an entire unit) may be leased. Individual rooms of a unit may not be leased on any basis.
15. No lease or rental agreement of any kind may be for a term of less than three (3) months. Shorter term rental agreements or licenses, including, but not limited to, those arranged via online peer to peer services (i.e., AirBNB, VRBO, or similar) are prohibited.
16. No unit may be leased more than three (3) times in any calendar year.
17. No bed and breakfast facility may be operated out of a unit.
18. Unit owners shall not be entitled to utilize amenities and other common elements during the lease term unless all tenants have waived the right to utilize such common elements in the lease or other written instrument provided to the Association, in which case the tenants shall not be entitled to utilize the amenities or other common elements.
19. Each owner and tenant shall be responsible for the acts and omissions, whether negligent or willful, of themselves and any tenant or occupant residing in the unit, and for all guests and invitees of any such tenants or occupants, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Areas or to other units, or any liability to the Association, the owner, tenant and/or occupant shall be jointly liable for the same and shall defend, indemnify and hold harmless the Association. In addition, the owner and any person occupying the unit, and all guests and invitees of any such resident to the extent

responsible, may be assessed for any damage to the Common Areas or to units, and the owner, tenant and/or occupant shall be jointly liable for payment of such assessment.

20. If a tenant or occupant or their invitees fail to comply with the Governing Documents, the Association shall have the right to take any action against the tenant to which the Association may be entitled under Florida law or under the Governing Documents. Such rights may include, but are not limited to, imposing fines against the tenant or occupant or their invitees.
21. In the event that the Association takes action to enforce the Governing Documents against any tenant or occupant or their invitees, the Association shall not be liable to the owner for any loss or damages arising from or connected with such actions.
22. If the owner is delinquent in paying any monetary obligation due to the Association, the Association may demand, in writing, that any tenant pay to the Association the subsequent rental payments and continue to make such payments until all the monetary obligations of the owner have been paid in full and the Association has released the tenant, or until the tenant discontinues tenancy of the unit. Pursuant to § 718.116, Florida Statutes, any tenant paying rent to the Association must be given a credit against rents due to the landlord in the amount of assessments paid to the Association. The balance of any payment from the tenant shall be forwarded to the owner at such address as the owner may designate in writing or at such address as the Association has on record for the owner. The tenant's failure to make such payment directly to the Association shall be grounds for eviction or other legal action by the Association as an intended third party beneficiary to the lease between the owner and the tenant.
23. A tenant or occupant does not, by virtue of his or her tenancy or occupancy, have any of the rights of an owner other than use of the unit and appurtenant Common Elements (unless waived), including the power to vote in any election or to examine the books and records of the Association.
24. Owners shall provide prospective owners, tenants or occupants with the unit's mailbox number and key and a clubhouse/pool key.
25. Tenants are not permitted to keep pets of any kind.
26. This Policy shall be in effect until amended, added to or repealed by the Board.

## EXHIBIT B

### CRESTWOOD VILLAS OF SARASOTA MULTI-CONDOMINIUM ASSOCIATION, INC.

#### WELCOMING COMMITTEE CHARTER

The Board of Directors of the Crestwood Villages of Sarasota Multi-Condominium Association, Inc. hereby establishes the Welcoming Committee as follows:

- I. **Number and Qualification of Members.** There shall be three members of the Welcoming Committee. The chairperson of the Welcoming Committee shall be a Director. All other members shall be unit owners.
- II. **Appointment and Removal.** The Board of Directors shall appoint and remove the members of the Welcoming Committee at will.
- III. **Purpose.** The purpose of the Welcoming Committee shall be:
  - a. To deliver the Welcome Packet and otherwise communicate with new owners and tenants as soon as possible after they have moved in the unit.
  - b. To provide the new owners and tenants with a welcome packet approved by the Board of Directors and all additional information deemed necessary by the Board of Directors or the Welcoming Committee to ensure successful integration into the condominium;
  - c. To receive and respond to inquiries from new owners and tenants;
  - d. To develop recommendations for new owner and tenant welcome initiatives for consideration by the Board of Directors.
- IV. **Expenditures.** The Welcoming Committee shall present requests for funding to the Board of Directors and may only expend funds as expressly approved by the Board of Directors.
- V. **No Authority to Bind Association.** The Welcoming Committee is established for the welcoming and informational purposes set forth above. The Welcoming Committee is not authorized to bind the Association in any manner in its representations to owners including, but not limited to, representations regarding assessments, unit modifications, interpretation of the Governing Documents or waiver of any covenant, condition or restriction.