

**NAUTICA ISLES WEST HOMEOWNERS ASSOCIATION, INC. RULES AND REGULATIONS
LEASING OF HOMES**

1. All leases shall provide that the right of the tenant to use and occupy the Home and the Association Property shall be subject and subordinate in all respects to the provisions of the Declaration and the Rules and Regulations.
2. No Home may be rented or leased for fewer than twelve (12) consecutive months. No more than one lease may be executed for any one Home in any consecutive twelve (12) month period. No lessee, renter or tenant, existing or new, shall be permitted to occupy the leased/rented Home after the expiration of the term of the lease and/or rental agreement, unless a new lease and/or rental agreement is submitted to the Association at least thirty (30) days prior to the expiration date of the existing lease; said new lease or rental agreement shall be subject to the same approval process described herein. No lease shall permit or contain a renewal and/or extension clause. No lease shall provide for an early lease termination which would reduce a lease term to a period of less than twelve months except in the event of a default by a tenant. In no event, default or not, shall a Home be leased more than once in any twelve month period.
3. Sub-leasing or sub-renting of a Home is prohibited. No individual rooms may be rented and no transient tenants may be accommodated.
4. The Owner of a leased Home shall be jointly and severally liable with his tenant for compliance with the Association Documents and the Rules and Regulations and to the Association to pay Assessments and/or any claim for injury or damage to persons or property caused by the acts or omissions of the tenant and/or those for whom the Owner is responsible.
5. No home may be leased within the first (1st) year of ownership, which year shall be measured from the date of recordation of the deed of transfer to the then-current owner, except in the case of transfer by devise or descent.
6. The Association may withhold approval of a potential lease if the Home Owner desiring to lease is in default of any monetary obligations to the Association and for any other objective reason.
7. The Association, in addition to all other remedies, has the authority to evict a tenant for violation of the Declaration, Articles, Bylaws or any rule or regulation of the Association, and each owner, upon acceptance of a deed to any Home, agrees to allow, but not require, and appoints the Association to act as Owner's representative and attorney in fact in any such eviction action as a landlord, as that term is defined in Section 83.43, Florida Statutes. The Association shall be entitled to use the summary procedure contained in Chapter 51, Florida Statutes. The Association shall be entitled to recover its attorney's fees and costs against the Home Owner or tenant or both, jointly and severally.