## OAKBROOK PROPERTY OWNERS ASSOCIATION, INC. 205 Waler Way Suite 5 ST. AUGUSTINE, FL 32086 OFFICE: (904) 429-7624 FAX: (386) 385-3658

## **RENTAL REGISTRATION GUIDELINES**

JULY 2, 2012

### **RENTAL REGISTRATION GUIDELINES**

All Property Owners/Members (or their Rental Agents) of property located in Oakbrook who have chosen to lease their homes **<u>must provide the following</u>**:

- The Owner or Rental Agent <u>must</u> complete a Rental Registration Form (see page three) and submit that form to the Oakbrook management company located at 205 Waler Way, Ste 5 during any regular business day between the hours of 8:30 A.M. and 4:30 P.M. or fax the form to the same office at (904) 217-7712. This form <u>must</u> be submitted to the management office prior to occupancy. Included with this form is required (1) a copy of the proposed lease, (2) copies of tenants' drivers' licenses, and (3) copies of tenants' vehicle registration forms. Forms and copies of information <u>not received</u> may result in the imposition of fines as allowed by Florida Statute §720.305(2).
- 2. The Owner or Rental Agent is responsible, at their cost, for providing <u>copies of all Rules & Regulations and Deed Restrictions</u> for Oakbrook Property Owners' Association, Inc. <u>to the tenants prior to occupancy</u>. The Association or its management company <u>is not and will not</u> be liable for providing copies of Rules and Regulations to any tenant in Oakbrook.
- 3. The Owner or Rental Agent <u>must</u> communicate with the management office providing the number of gate access remote(s) given to the tenants and the number from the back of each remote given to the tenant.
- 4. The Owner or Rental Agent <u>must</u> communicate with the management office providing the number of pool access card(s) given to the tenants and the number from the back of each card given to the tenant.

# 5. Owners or Rental Agents are responsible for providing tenants with gate access remotes and pool access cards.

- 6. The Owner or Rental Agent fully understands that violations of any rule, regulation, or deed restriction by their tenant may result in the imposition of fines up to \$100 per day (pursuant to Florida Statute \$720.305(2)).
- 7. Pursuant to Florida Statute §720.3085(8)(a), "if a parcel is occupied by a tenant and the parcel owner is delinquent in paying any monetary obligation due to the association, the association may demand that the tenant pay to the association the subsequent rental payments and continue to make such payments until all monetary obligations of the parcel owner related to the parcel have been paid in full to the association and the association releases the tenant or until the tenant discontinues tenancy in the parcel".

- 8. Further restrictions may apply pursuant to the Oakbrook Covenants, Conditions and Restrictions ("Deed Restrictions").
- 9. An Owner may lease only the entire Lot and no room rental or subleasing is permitted. Tenants may only occupy Lots as a single-family residence. Under no circumstances may more than one family reside on a Lot at one time.
- 10. The uniform lease or addendum and other leases shall provide or be deemed to provide that any violation of the Association's governing documents shall constitute a material breach of the lease and subject the tenant to eviction as well as any other remedy afforded by the Association's governing documents or Florida law. If a tenants other occupant, guest or invitee fails to abide by the Association's governing documents, the Lot Owner(s) shall be responsible for the conduct of the tenants, occupants, guests and invitees and shall be subject to all remedies set forth in the Association's governing documents and Florida law, without waiver of any remedy available to the Association as to the tenant. The Lot Owner shall have the duty to bring his tenant's conduct (and that of the other Lot occupants, guests and invitees) into compliance with the Association governing documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the Lot Owner fails to bring the conduct of the tenant into compliance with the Association's governing documents in a manner deemed acceptable by the Association, the Association shall have the authority to act as agent of the Lot Owner to undertake whatever action is necessary to abate the tenants noncompliance with the Association's governing documents (or the other noncompliance of other occupants, guests or invitees), including without limitation the right to institute an action for eviction against the tenant in the name of the Association in its own right, or as agent of the Lot Owner. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the Lot Owner which shall be secured by a continuing lien in the same manner as assessments for common expenses, to wit, secured by a lien for such charges.

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### **RENTAL REGISTRATION FORM**

Date of Move:/ Rental Addr	ress:
Property Owner Name:	Lot #
Property Owner Current Phone Number:	
Tenant Name(s): (#1)	(#2)
Phone Number(s):	
How many in tenant household? Adults:	Children:
Was the tenant provided a copy of the Oakbrook R	Rules & Regulations?YesNo
How many vehicles are in tenant household?	kept in the garage. Boats may be kept in garage st have current registration and license and be in
Gate Access Remote #(s):	(provided by Owner/Agent)
Pool Access Card #(s):	(provided by Owner/Agent)
Rental Agent Information, if applicable: Nam	ne:
Real Estate Company:	
Office Phone Number: Real	tor Cell Phone Number:
I (We) have read and understand the Oakbrook R and will abide by same. We further understand th imposition of fines up to \$100 per day per violation	hat violation of any rule may result in the
	// (DATE)
(Tenant #1 Signature)	(DATE)

Attach copy of (1) lease, (2) tenant drivers license(s), and (3) vehicle registration(s)

(DATE)

(Tenant #2 Signature)