

THIS DOCUMENT PREPARED BY  
AND RETURN TO:  
Jennifer L. Davis, Esq.  
ARIAS BOSINGER, PLLC  
845 E. New Haven Ave.  
Melbourne, FL 32901

-----the space above this line is reserved for recording purposes-----

**NOTICE OF RECORDING OF  
LEASING POLICY AND PROCEDURE**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, as President and Secretary of CYPRESS RIDGE COMMUNITY HOMEOWNERS ASSOCIATION, INC. (“Association”), pursuant to the Florida Statutes and the DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR CYPRESS RIDGE, recorded in Official Records Book 5306, at Page 1763, *et seq.*, of the Public Records of Osceola County, Florida, as amended and supplemented, hereby certify that the LEASING POLICY AND PROCEDURE (“Policy”), which Policy are attached hereto and by reference made a part hereof, was duly adopted by the Board of Directors on the 26<sup>th</sup> day of October, 2023.

The Policy is being recorded to provide record title notice of the validity, binding nature, and enforceability of the Policy, to ensure that record title notice of the provisions therein, which may be amended from time to time, will exist, and so that the context of changes which may be implemented will be self-evident in the public records.

The Association is a homeowners association created pursuant to the laws of the State of Florida. With the exception of the attached Policy, all other terms and conditions of the Association’s governing documents of the Association shall remain in full force and effect.

IN WITNESS HEREOF, the Association has caused these presents to be executed in its name, this 8 day of February, 2024.

Signed, sealed and delivered in the presence of:

CYPRESS RIDGE COMMUNITY HOMEOWNERS ASSOCIATION, INC.

WITNESS 1:

[Signature]  
(Sign)  
Laureles Walker  
(Print)  
5728 Major Blvd, Suite 300  
(Post Office Address)  
Orlando, FL 32819  
(City/State/Zip)

PRESIDENT:

By: Alexandra  
(Sign)  
Alexandra Velazquez  
(Print)  
2010 Still Cypress Drive  
(Post Office Address)  
Hissimmee FL 34741  
(City/State/Zip)

WITNESS 2:

[Signature]  
(Sign)  
Edwin Hernandez  
(Print)  
5728 Major Blvd Suite 300  
(Post Office Address)  
Orlando, FL 32819  
(City/State/Zip)

STATE OF FLORIDA  
COUNTY OF DeSoto

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 8 day of February, 2024, by Alexandra Velazquez as President of CYPRESS RIDGE COMMUNITY HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation, who is  personally known to me or who has  produced \_\_\_\_\_ as identification.

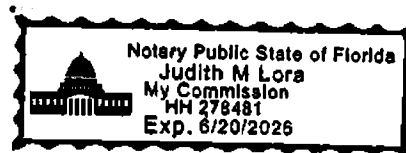
NOTARY PUBLIC

[Signature] (Sign)

Judith M LORA (Print)

State of Florida, At Large

My Commission Expires: 6/20/2026



IN WITNESS HEREOF, the Association has caused these presents to be executed in its name, this 8 day of February, 2024.

Signed, sealed and delivered in the presence of:

CYPRESS RIDGE COMMUNITY HOMEOWNERS ASSOCIATION, INC.

WITNESS 1:

SECRETARY:

[Signature]  
(Sign)  
Laudes Walker  
(Print)  
5728 Major Blvd, Suite 300  
(Post Office Address)  
Orlando, FL 32819  
(City/State/Zip)

Attested: [Signature]  
(Sign)  
Claudia Betancourt  
(Print)  
2762 Pleasant Cypress Circle  
(Post Office Address)  
Wissimmee, FL 34741  
(City/State/Zip)

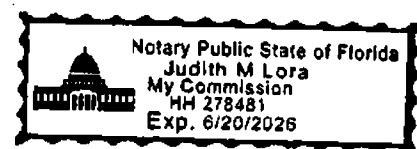
WITNESS 2:

[Signature]  
(Sign)  
Eduin Hernandez  
(Print)  
5728 Major Blvd Suite 300  
(Post Office Address)  
Orlando, FL 32819  
(City/State/Zip)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 8 day of February, 2024, by Claudia Betancourt, as Secretary of CYPRESS RIDGE COMMUNITY HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation, who is  personally known to me or who has  produced \_\_\_\_\_ as identification.

NOTARY PUBLIC  
[Signature] (Sign)  
Judith M. Lora (Print)  
State of Florida, At Large  
My Commission Expires: 6/20/2026



**Cypress Ridge Community Homeowners**  
**Association Inc. ("Association")**  
**Leasing Policy and Procedure**  
**(Adopted October 26 , 2023)**

The following Leasing Policy and Procedure ("Policy") has been adopted by the Board of Directors ("Board") for Cypress Ridge Community Homeowners Association, Inc. ("Association") on this 26 day of October, 2023. Sections 9.19 of the Declaration of Covenants, Conditions, Easements, and Restrictions for Cypress Ridge Community Homeowners Association, Inc. ("Declaration"), contain specific provisions regarding the leasing and renting of Homes in Cypress Ridge. This policy, effective as of the date above, is designed to allow the Association to ensure that all future leases comply with this policy and the Declaration as a whole. The purpose of this process is to make the Association aware of the lease or the extension of an existing lease, to ensure that the Owner is in good standing with the Association and that the provisions of the proposed lease or extension comply with the Declaration and this Policy.

**NOTICE: THE ASSOCIATION CONDUCTS ITSELF IN ACCORDANCE WITH THE FAIR HOUSING ACT AND ITS EQUIVALENT AND DOES NOT DISCRIMINATE BASED ON RACE, CREED, COLOR, RELIGION, AGE, SEX, HANDICAP, FAMILIAL STATUS, NATIONAL ORIGIN OR ANY OTHER PROTECTED BASIS OR CLASS. THE ASSOCIATION AND ITS BOARD, AGENTS OR EMPLOYEES, SHALL NOT BE LIABLE TO ANY PERSON WHOMSOEVER FOR THE APPROVING OR DISAPPROVING OF ANY PERSON PURSUANT TO THIS POLICY OR ITS GOVERNING DOCUMENTS OR FOR THE METHOD OR MANNER OF CONDUCTING THE INVESTIGATION.**

This Policy also defines the fines that will be proposed when Owners fail to follow the requirements of the Declaration. For the purposes of this policy, a "lease" or "leased" shall mean and refer to any rental, lease, license and occupancy agreement, contract or arrangement, of any type or kind whatsoever, where said occupancy by the non-Owner involves the payment of money, the exchange of goods and services or any other type of consideration to the Owner whatsoever, and a "renewal of lease" shall mean and refer to any extension or renewal of a lease. In both cases, such terms shall include the singular and plural forms.

**Proposed Leases and Renewals of Leases**

All leases, rental and/or occupancy agreements and renewals of leases, rental and occupancy agreements shall be in writing.

All new leases, or renewals of a leases shall be submitted to the Association through the Management Company as set forth below in for screening, at least, twenty (20) days in advance of the effective date of the lease or the renewal of the lease along with a non-refundable lease review application fee of One Hundred and 00/100 Dollars (\$100.00) for new leases and Twenty-Five and 00/100 Dollars (\$25.00) for renewals of leases. The Association's obligation to review the application to lease or renew a lease shall not commence until such time that a the completed lease application or renewal and fee is received by the Association.

Owners will be subject to a \$100 fine for any lease or renewal of lease and lease review application fee that is not received within the 20-day window of the proposed effective date of the lease or renewal of lease.

All leases and renewals of leases shall be for a term of no less than seven (7) months in length. If the lease provides for automatic extensions, those extensions can be no less than seven (7) months in length.

All leases and renewals of leases shall require the Home to be used solely as a private single-family residence.

All leases and renewals of leases shall be for the use and occupation of the entire Home, and no portion of a Home may be leased (e.g., an Owner may not lease a single bedroom in Home to a tenant).

All leases and renewals of leases shall not permit the use of the Home or Lot in any way that violates this Policy, the Declaration, or any of the Association's other governing documents.

All leases and renewals of leases shall provide that the tenants, lessees and occupants under the lease shall be subject in all respects to the terms and provisions of the Declaration and that any failure of the tenants, lessees and occupants to comply with the terms and conditions of the Declaration shall be a material default and breach of the lease or renewal of lease.

All leases and renewals of leases shall provide that the Association shall have the right to terminate the lease or renewal of lease upon default by the tenant in observing any of the provisions of the Declaration, or any of the Association's other governing documents governing the Homes.

All leases and renewals of leases shall contain language equivalent to that of Paragraphs 16 and 17 of the "Residential Lease for a Single Family Home (RLHD-3x Rev.7/16 Approved on April 15, 2010. by the Supreme Court of Florida, for use under rule 10-2.1(a) of the Rules Regulating the Florida Bar.)" which is available for download by Owners at <https://www.media.floridabar.org/uploads/2018/08/single-family-lease.pdf> and set forth below:

**16. HOMEOWNER'S ASSOCIATION. IF TENANT MUST BE APPROVED BY A HOMEOWNER'S ASSOCIATION ("ASSOCIATION"), LANDLORD AND TENANT AGREE THAT THE LEASE IS CONTINGENT UPON RECEIVING APPROVAL FROM THE ASSOCIATION. ANY APPLICATION FEE REQUIRED BY AN ASSOCIATION SHALL BE PAID BY  LANDLORD  TENANT. IF SUCH APPROVAL IS NOT OBTAINED PRIOR TO COMMENCEMENT OF LEASE TERM, EITHER PARTY MAY TERMINATE THE LEASE BY WRITTEN NOTICE TO THE OTHER GIVEN AT ANY TIME PRIOR TO APPROVAL BY THE ASSOCIATION, AND IF THE LEASE IS TERMINATED, TENANT SHALL RECEIVE RETURN**

**OF DEPOSITS SPECIFIED IN ARTICLE 5, IF MADE.** If the Lease is not terminated, rent shall abate until the approval is obtained from the association. Tenant agrees to use due diligence in applying for association approval and to comply with the requirements for obtaining approval  Landlord  Tenant shall pay the security deposit required by the association, if applicable.

**17. USE OF THE PREMISES.** Tenant shall use the Premises for residential purposes. Tenant shall have exclusive use and right of possession to the dwelling. The Premises shall be used so as to comply with all state, county, municipal laws and ordinances, and all covenants and restrictions affecting the Premises and all rules and regulations of homeowners' associations affecting the Premises. Tenant may not paint or make any alterations or improvements to the Premises without first obtaining the Landlord's written consent to the alteration or improvement. However, unless this box  is checked, Tenant may hang pictures and install window treatments in the Premises without Landlord's consent, provided Tenant removes all such items before the end of the Lease Term and repairs all damage resulting from the removal. Any improvements or alterations to the Premises made by the Tenant shall become Landlord's property. Tenant agrees not to use, keep, or store on the Premises any dangerous, explosive, toxic material which would increase the probability of fire or which would increase the cost of insuring the Premises.

#### **Review of Proposed Leases, Approval and Disapproval**

The Association shall, within ten (10) days of its receipt of the lease or renewal of lease and the fee set forth in this Policy, provide the Owner (i) a written Certificate indicating the Association's approval of the lease or renewal of lease; or (ii) provide the Owner a written notice of disapproval and specify why the

lease or renewal of lease was not approved.

A lease or renewal of lease may be disapproved for non-compliance with this Policy, the Declaration or any of the Association's other governing documents. *In the event that an Owner is delinquent in paying any assessment, or the Owner or his buyer, family, guests, agents, licensees or invitees are not in compliance with any provisions of the Declaration or any of the Association's other governing documents, the Association has the right to disapprove of and to void any lease at any time prior to or during the leasehold tenancy until any delinquent assessment is paid and/or until any violation is corrected.*

### Third Party Tenant Screening Process

Prospective tenants will be required to undergo a screening process which will be facilitated by a third-party screening agency, which will assess applicants based on parameters allowed by Florida law and the Fair Housing Act. The Association will be utilizing the management Company to facilitate the Lease Review Application process for all new Lease Agreements. All Lease Agreements, paperwork, documents and payments required by the Association to complete the Lease and/or Rental Review Application process are submitted and paid directly to the management company through its website as directed on the website. The management Company's website contains instructions on how to submit the required Lease/Rental/Occupancy Agreement, paperwork, documents, and payments. Owner(s) may also contact the Association's manager for the most current version of Cypress Ridge Community RR 's instructions.

**CYPRESS RIDGE COMMUNITY HOMEOWNERS  
ASSOCIATION, INC.**

BY: Alexandra B  
Alexandra Velasquez, President

DATE: 10/26/2023