

MetroWest

Rules and Regulations of MetroWest Master Association Inc. Revised – September 30, 2018 (to amend Rule 3.2.3, 3.2.4, & 7.4)

PREAMBLE

Pursuant to ¶ 3.6 of the Master Declaration of Protective Covenants and Restrictions for MetroWest (the “Declaration”), the METROWEST MASTER ASSOCIATION INC. (the “MWMA”) has determined that it is in the best interest of the Owners to promulgate and enforce Rules and Regulations consistent with the Declaration as it may deem to be in the best interest of the OWNERS. Periodically, these Rules and Regulations may be revised, amended and supplemented as necessary in order to further implement and carry out the intent of the Declaration and related Governing Documents.

A copy of all Rules and Regulations established hereunder and any amendments thereto shall be made available to all OWNERS and Residents by the MWMA by posting on the MWMA website at metrowestmaster.com. Failure of an OWNER or Resident to review the Rules and Regulations on the MWMA website or to otherwise obtain a copy of the Rules and Regulations shall not excuse such OWNER or Resident from the requirement to abide by the Rules and Regulations. Such Rules and Regulations may be enforced by legal or equitable action of the MASTER ASSOCIATION. Sanctions for violations of Rules and Regulations may include reasonable monetary fines and suspension of the right to vote and the right to use of the Common Area. Prior to any decision to suspend voting rights or the right to use of the Common Area, or to impose a monetary penalty, the BOARD of MWMA shall grant notice and hearing pursuant to the Bylaws.

RULES AND REGULATIONS

3. LEASING STANDARDS.

- 3.1 The MWMA seeks to promote the security of the Owners and Residents of property within MetroWest, since a safe and thriving community is a paramount goal. The implementation of standards for leasing property within MWMA is necessary in order to define the character of the community by lowering crime, assuring the safety of residents, preserving property values and generally maintaining the intended quality, character and image of the community.

3.2 All Homeowners Associations, Condominium Associations and Rental Apartments within MWMA shall annually on January 1st of each year (including all renewals) provide all policies or standards required for leasing property. Such standards shall include, but are not limited to the following:

3.2.1. Immediately all written lease agreements or renewals shall include the **MetroWest Crime Free Lease Addendum**, attached hereto as Exhibit “A”. Copies of the **MetroWest Crime Free Lease Addendum** can be obtained at the MWMA headquarters: 2121 South Hiawasse Road, Suite 135, Orlando, FL 32835, or downloaded and printed on the MWMA website at metrowestcommunity.com. It shall be a goal of all Homeowners Associations, Condominium Associations and Rental Apartments to be certified by the city of Orlando as a crime free multi-housing community, and planning to meet this goal shall become part of each communities’ budget discussions.

3.2.2. A copy of all written lease agreements with attached and signed **MetroWest Crime Free Lease Addendum** shall be provided to the Community Association office or management office for the applicable community where the property is located.

3.2.3. All Owners shall obtain from their tenant(s) copies of driver’s licenses (or state issued ID, Federal I-94, I-20, green card or passport) for all occupants of property and provide same to their Community Association or management office for all residents or occupants of the property who are over the age of 18 years. All Owners shall run an international criminal background check on any applicable tenant/renter applying from outside of the United States. Owners shall also provide to their Community Association or management office license plate numbers or vehicle registration for all vehicles used by such tenants/residents/occupants.

3.2.4. All tenants 18 years of age or older shall not be approved by an Owner without first obtaining a nationwide criminal background check of no more than seven (7) years which searches for felony convictions for the crimes described in paragraph 5 of the attached **MetroWest Crime Free Lease Addendum**. Nationwide criminal background checks shall be performed at a minimum annually (at renewal) and all tenants/occupants 18 years of age or older re-verified via annual application for proper screening unless the community has received their Crime Free Certification. If any conviction within the last seven (7) years is uncovered in the criminal background check for the crimes described in paragraph 5 of the attached **MetroWest Crime Free Lease Addendum** the tenant shall not be approved for residency. All criminal background checks shall be approved by the Community Association or an applicable management company.

- 3.3 Owners are liable to the MWMA and their Community Association for violations by their tenant(s) of any code, rule or governing document of the community association or MWMA.
- 3.4 The MWMA public safety executive committee will determine the effectiveness of the existing leasing standards and will discuss additional safeguards or ideas to improve the safety of residents, preserve property values and lower crime.
- 3.5 If a Community Association fails to implement and/or enforce these leasing standards or the **MetroWest Crime Free Lease Addendum**, the MWMA has the power to require such action take place and reserves all such enforcement rights as set forth in the Governing Documents to ensure compliance. The MWMA may assess that Member for the cost of such enforcement as well as impose monetary fines and suspend voting rights as described above and in the Declaration.

Exhibit A

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METROWEST CRIME FREE LEASE ADDENDUM

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Resident agree as follows:

1. Resident, any members of the resident's household or a guest or other person affiliated with the resident shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 or the Controlled Substance Act [21 U.S.C. 802] and/or Chapter 893 of the Florida Statutes).

2. Resident, any member of the resident's household or a guest or other person affiliated with the resident shall not engage in any act intended to facilitate criminal activity, including, but not limited to drug-related criminal activity, on or near the said premises.

3. Resident or members of the household shall not permit the dwelling unit to be used for, or to facilitate criminal activity, including but not limited to drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.

4. Resident, any member of the resident's household or a guest, or another person affiliated with the resident shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance at any locations, whether on or near the dwelling unit premises or otherwise.

5. Resident, any member of the resident's household, or a guest or another person affiliated with the resident shall not engage in and/or facilitate any illegal activity, including but not limited to:

- Theft, as defined and prohibited in Florida Statutes 812.014.
- Burglary, as defined and prohibited in Florida Statutes 810.011.
- Violation of Injunction for Domestic Violence as described and prohibited in Florida Statutes 741.31.
- Stalking, as defined and prohibited in Florida Statutes 784.048.
- Criminal gang-related activity as defined in Florida Statutes 874.03 and prohibited in Florida Statutes 874.05.
- Battery, as defined and prohibited in Florida Statutes 784.
- Aggravated Assault as prohibited in Florida Statutes 784.021.
- Unlawful discharge of a firearm in public as prohibited in Florida Statutes 790.15.
- Public Nuisance as prohibited in Florida Statutes 823.10.
- Lewd and Lascivious behavior as prohibited in Florida Statutes 800.
- Trespass after Warning as prohibited in Florida Statutes 810.09.
- Sexual Crimes as prohibited in Florida Statutes 794.
- Criminal Mischief as prohibited in Florida Statutes 806.13.
- Any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of any persons.

6. A FELONY CONVICTION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF THE TENANCY. Conviction shall mean the determination of guilt that is the result of a plea or a trial, regardless of whether adjudication is withheld or a plea of nolo contendere is entered. This provision shall not be used to evict the victim(s) of a crime.

7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.

8. Should any provision of the addendum be invalidated or determined to be invalid in a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

9. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

Resident Signature _____ Date: _____

Resident Signature _____ Date: _____

Owner's Signature _____ Date: _____

Property: _____