

ASSOCIATION POLICY FOR RENTING CONDOMINIUMS

November 2003

Revised September 2015

Purpose and Definitions:

The governing documents of the Grenelefe Association of Condominium Owners No. 1, Inc. allow for the leasing or renting of condominiums provided that prior approval is obtained by the Association.

Desiring to protect the membership and the good name of Grenelefe from renters who may pose a risk, whether financial or physical, to other residents, the Board of Directors has deemed it reasonable to establish a policy for renting units that is consistent with the character of the property and the documents governing membership in the Association. The intent of the policy is not to restrict the leasing ability of members but to assist the membership and any of their rental agents with securing renters whose occupancy would benefit and enhance the character of Grenelefe.

This policy shall be applicable to those owners who rent, lease, or allow persons to occupy their units (or a portion thereof) for a period of thirty-two (32) or more consecutive days (hereinafter "Long-Term Rental"). Owners who allow persons to rent, lease, or occupy an apartment for a period of thirty-one (31) or fewer consecutive days will not be subject to the provisions of this policy, and such persons will be considered as guests of the owner.

Policy:

Any owner or rental agent (acting on behalf of an owner) seeking to lease a unit for a Long-Term Rental must submit an application to the Association and obtain the written approval of the Association prior to executing a lease with any such proposed tenant, renter, and/or occupant.

The Association shall review such application, after which approval will be granted or denied no later than 24 hours (exclusive of weekends and Association holidays) after the owner or rental agent submits the following to the Association office:

- 1) An application to the Association for approval to rent a specific condominium unit, accompanied by a copy of the rental application of the proposed tenant. The rental application shall include:
 - a) The applicant's name and Social Security number
 - b) The name and Social Security number of the head of household
 - c) The applicant's date of birth
 - d) The applicant's current address
 - e) The applicant's telephone number
 - f) The applicant's e-mail address
 - g) The name, relationship, and age of each occupant

- h) A list of all automobiles by make, model, year, color, tag number, and state
 - i) The name, address, telephone number, and relationship of person to notify in case of a personal emergency
- 2) A \$50 processing fee. The Association will procure a background check for the proposed applicant. The background check shall include, at a minimum:

Consumer Credit History

National Eviction History

U.S. Criminal Search (If the criminal search returns any county results, then a report from that county must be included.)

Sex Offender Search

Social Security Search/E-Verify

The Association may waive the processing fee if the owner or rental agent provides a background check of the proposed applicant that meets all requirements of this policy. In that event, the Association will require a copy of the background check report with the application and will approve or disapprove the application for occupancy within a maximum of 24 hours.

- 3) Upon receipt of an application, the Association will conduct an inquiry with Paradigm International or similar agency. The inquiry will consist of a credit, eviction, public records, and law enforcement report. If the prospective tenant meets the criteria, the Association will issue a written certificate of approval.

The criteria to determine suitability of occupancy will be:

- 1) no prior evictions within the last three years
- 2) no convictions for any types of felonies
- 3) no convictions or any type of misdemeanors for the destruction of property
- 4) no convictions for any crime involving violence
- 5) no other incidents recorded in the public records indicating that the character of the property or the well-being of the membership would be compromised.

For the purpose of this policy, a plea of nolle contendere will be considered the same as a conviction, except when prosecution is waived.

The Association may, at its sole discretion, disregard convictions or nolle contendere pleas older than five years if the applicant's record is clean since the last conviction or plea.

Whether the Association approves or denies the application, the Association will be under no obligation to reveal the contents of the reports to the prospective tenants or their agents, and each waives any claim for damages if this application is not approved and accepted. Association approval of any applications submitted shall not be unreasonably withheld, conditioned, or delayed. All reports will be the property of the Association and

be used solely for the purposes of determining the eligibility and the desirability of occupancy.

Owner responsibility:

The owner will be responsible for providing sufficient information to the Association to conduct its inquiry, plus any other information deemed beneficial to the Association and requested by it while the resident is under lease, such as a copy of the executed lease and the resident's Grenelefe telephone number and e-mail address.

The owner will ensure that any tenants, renters, and/or occupants under a Long-Term Rental comply with and abide by the terms of the Declarations applicable to the unit being occupied as well as the Association's Bylaws and rules and regulations. In the event of a violation of the Declaration(s), Bylaws or the rules and regulations of the Association, the unit owner shall be held wholly liable.

The owner must state in the lease that recreational facilities, such as the golf courses and swimming pools, are not owned by the Association and cannot be used without the express approval of Grenelefe LLC.

The owner will be responsible for providing this information to any agent.